BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

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

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JANUARY 7, 2025
AGENDA

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

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

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

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

Abstention has the same meaning as Recusal in the City of Buckeye Rules of Procedure (Section 6.2)

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

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

3. Awards/Presentations/Proclamations

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

***4.A** Council to take action on the Professional Services Agreement (Contract No. 2025173) between

the City of Buckeye, an Arizona municipal corporation, and GH1, LLC, an Arizona limited liability company, for airport modular hangar management services; to authorize the City Manager to execute and deliver the Professional Services Agreement (PSA); and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said PSA.

Summary: The Professional Services Agreement (PSA) will permit GH1, LLC, the ability to operate and manage the Buckeye Municipal Airport modular hangar structure. GH1, LLC, will be required to remit to the city $2,000 per month base rent plus ten percent of gross receipts.

Staff Liaison: Scott Gray, Aviation Director, sgray@buckeyaz.gov, (623) 349-6885

***4.B** Council to take action on Change Order No. 1 to the Addendum to OpenGov Master Services Agreement (Contract No. 2025232) between the City of Buckeye, an Arizona municipal corporation, and OpenGov Inc., a Delaware corporation; to authorize the City Manager to execute and deliver the Change Order; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said Change Order.

Summary: The OpenGov asset management software will help Public Works effectively manage and maintain their physical assets throughout their lifecycle. It provides tools and functionalities to track, monitor, and optimize assets such as equipment, machinery, vehicles, buildings, and infrastructure. This Change Order extends to contract end date to July 31, 2025, increases the not to exceed amount from $220,000 to $255,000, and incorporates additional services in the Statement of Work.

Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800

***4.C** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025230) between the City of Buckeye, an Arizona municipal corporation, and Hughes Fire Equipment, Inc., an Oregon corporation, for the purchase of fire apparatus and related vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

Summary: The Fire Department's current Pierce ladder truck exceeded its expected life cycle of ten years in 2017. The expected life cycle has been extended several times due to its condition, but it is beginning to show signs of age and deterioration. The build time for a custom spec ladder truck is four years, which would make the vehicle 23 years old by the time the City could take delivery of the new vehicle. Advance ordering will secure a place in the build schedule with the manufacturer versus waiting for budget approval in Fiscal Year 2026. Taking this action early may reduce the cost of the vehicle as this order would not be subject to additional price increases that typically occur each year. The total amount to be paid under this CCPA shall not exceed $1,927,383.11.

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

***4.D** Council to take action on Delivery Orders to Job Order Contracts (JOC) for Fiscal Year 2025 Pavement Preservation, between the City of Buckeye, an Arizona municipal corporation, and the following contractors: (i) M.R. Tanner Development and Construction LLC, an Arizona limited liability company (JOC No. 2025081); (ii) Sunland Asphalt & Construction, LLC, a Delaware limited liability company (JOC No. 2025083); and (iii) Talis Construction Corporation, an Arizona corporation (JOC No. 2025084); to authorize the City Manager to execute and deliver said Delivery Orders on behalf of the City of Buckeye; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and

intent of said Delivery Orders.
Summary: The Scope of Work includes furnishing all labor, materials, and equipment required for asphalt milling applications, testing, cleaning pavement/road markings and protection from adjacent concrete and landscape as required to apply various types of pavement preservation related materials. The Delivery Order Request for Proposals was issued on October 17, 2024, and Pricing Proposals were due on November 12, 2024. Three proposals were received from Job Order Contractors (JOCs) for Street maintenance. The total amoutn to be paid under these Delivery Orders shall not exceed $4,636,510.98.
Staff Liaison: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov (623) 349-6800

***4.E** Council to take action on the transfer of funds from the Budget Authority Fund Contingency to the Development Services Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.
Summary: The Development Services Department is requesting an additional $875,000 in consultant funding, $100,000 for Civil Engineering Division consulting, $750,000 for Building Safety Division plan review consulting, and $25,000 for Planning Division legal consulting services. The funds will help the Department complete Engineering Standards updates and address building safety review challenges posed by a significant increase in commercial and industrial projects.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (602) 692-7616

***4.F** Council to take action on a replat titled "Floreo at Teravalis – Parcel 30, Parcel 31 and Parcel 36" located at the northwest corner of Teravalis Parkway and Sun Valley Parkway.
Summary: Approval is requested of a replat for Floreo Village 3 Parcels 30, 31, and 36, Case No. PLZS-24-0008, to provide additional rights-of-way to Floreo Circle, 296th Avenue, and Floreo Drive in order to accommodate added commercial driveways with associated right-turn lanes.
Staff Liaison: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295

***4.G** City Council to take action on a Minor Subdivision titled "Sunrise Commerce Center" on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road.
Summary: Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC, is requesting approval of a Minor Subdivision (application PLZS-24-0023) on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road. The proposed Minor Subdivision dedicates public right-of-way for Yuma Road and various easements to facilitate development of the site with the Sunrise Commerce Center, a planned flex light industrial development consisting of five buildings totaling 380,979 square feet, designed for occupancy by a range of enclosed light industrial and commercial uses in accordance with the Sundance Community Master Plan. The Planning and Zoning Commission approved a site plan for this project at its August 13, 2024 meeting.
Staff Liaison: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214

***4.H** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025263) between the City of Buckeye, an Arizona municipal corporation, and DBA Construction, Inc., an Arizona corporation, related to Capital Improvement Project (CIP) No. 105660, Rooks Road Lateral 18; to authorize the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye; and to authorize and direct the Mayor, City Manager, City Attorney, and City

Clerk to take all steps necessary to carry out the purpose and intent of said CCPA.
Summary: The relocation of the Roosevelt Irrigation District's (RID) Lateral 18 has been designed, reviewed, and ready for construction. The reason Lateral 18 needs to be relocated is to make way for the construction of Rooks Road and the bridge crossing over the Buckeye Water Conservation and Drainage District (BWCDD) irrigation canal. The construction will be performed by DBA Construction, Inc. in an amount not to exceed $1,599,707.23, utilizing Contract No. ACON02222 between the City of Peoria and DBA Construction.
Staff Liaison: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076

***4.I** Council to take action on the transfer of funds from the General Fund Contingency budget to the Economic Development Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.
Summary: As the Economic Development Department continues its mission to drive economic prosperity within the City, it has undertaken new initiatives in Fiscal Year 2025 that were not initially planned. These additional projects have led to an increased workload and additional expenses. To ensure successful delivery of both ongoing and new projects, Economic Development is requesting an allocation of $119,000 from the General Fund contingency budget to cover the Department's additional needs. This funding will be used as follows: $105,000 in Professional Services; $4,000 for IT Equipment; and $10,000 for Sales Missions/Conferences, Training and Travel.
Staff Liaison: Suzie Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970

***4.J** Council to take action on the Cooperative Contract Purchasing Addendum (CCPA) (Contract No. 2025269) between the City of Buckeye and U.S. Bank National Association for the provision of commercial card services; and authorizing the City Manager to execute and deliver said CCPA as well as any future change orders on an annual basis contingent on using department budgets and appropriations, and on future cooperative purchasing contract term extensions on behalf of the City of Buckeye.
Summary: This agreement for commercial cards will allow authorized card holders to pay for necessary goods and services to conduct business on behalf of the City. This action will authorize staff to award a CCPA with an initial term through December 31, 2025, with an end date of December 31, 2027. The City's estimated quarterly account expenditures are $1 million, and the City's estimated quarterly rebate is $10,000.
Staff Liaison: Nick Perrera, Procurement Manager, nperrera@buckeyeaz.gov, (623) 349-6174

***4.K** Council to take action to accept and approve a Grant Award to participate in the 2024 Assistance to Firefighters Grant Award (EMW-2023-FG-06309) training to protect the health and safety of firefighting personnel and the public against fire and fire-related hazards through firefighter personnel trainings; and to authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Grant Award.
Summary: The Department of Homeland Security has awarded the City of Glendale a grant, and the City of Buckeye as sub-recipient through the Memorandum of Understanding (MOU) between the City of Glendale and the City of Buckeye that was previously approved by Buckeye City Council. The grant award is for training 18 Buckeye Fire-Medical-Rescue firefighting personnel to protect the health and safety of the public, and to protect firefighters against fire and fire-related hazards. The federal grant portion allocated to Buckeye is $211,356.40 with a required match of $21,135.60.

Staff Liaison: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165

***4.L** Council to take action on Ordinance No. 02-25 amending the Buckeye City Code by amending Chapter 10, Miscellaneous Offense Regulations, Article 10-2, General Offenses, Officers in General, Section 10-1-2, Disturbing and Unnecessary Noise Prohibited, to insert "Fireworks" as Subsection 12; Chapter 10, Miscellaneous Offense Regulations, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, to delete Subsection B.6., D.4., and E.3.; and providing for repeal of conflicting ordinances; and provide for severability.

Summary: The Buckeye Police Department recommends an amendment to Buckeye City Code Chapter 10 - Miscellaneous Offenses Regulations to enhance enforcement actions to prevent the use of illegal fireworks by amending Sections 10-1-2 and 10-2-8 along with adopting Section 10-2-18. These amendments clarify current City ordinances and establishes civil fine/penalty. This action is necessary to clarify conflicting ordinance language and establish a civil fine/penalty consistent with other municipalities.

Staff Liaison: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430

***4.M** Council to take action on the Professional Services Agreement (Contract No. 2025220) between the City of Buckeye, an Arizona municipal corporation, and Reliable Water Solutions, LLC, a California limited liability company, for required maintenance, training, calibration, process control, and reporting of laboratory equipment and flow measurement meters within the City of Buckeye's wastewater facilities; and to authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

Summary: The Water Resources Department is seeking approval of the Professional Services Agreement (PSA) with Reliable Water Solutions. Through the agreement, Reliable Water Solutions will perform the required maintenance, training, calibration, process control, and reporting of laboratory equipment and flow measurement meters within the City of Buckeye's wastewater facilities. This is a multi-year PSA starting at $69,003 in year one and ending at $83,873.58 in year five.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.N** Council to take action on the Intergovernmental Agreement (IGA) for Irrigation Water between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Water Conservation and Drainage District (BWCDD), a political subdivision of the state of Arizona; to authorize the Mayor to execute and deliver said IGA; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the IGA.

Summary: The City of Buckeye annually purchases up to 1,500-acre feet of irrigation water from the BWCDD for the purpose of servicing the City's irrigation customers. This Intergovernmental Agreement (IGA) establishes the terms and conditions to allow the City to obtain the irrigation water. As budgeted, the total annual cost will not exceed $97,500.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102

***4.O** Council to take action on Task Order No. 25 of the On-Call Consulting for Engineering and Architectural Services Contract (No.2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn Associates, Inc., a North Carolina corporation, relating to the roadway intersection improvements for Capital Improvement Project (CIP) No. 100630, Durango Street, Miller Road to Yuma Road project; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

Summary: Task Order No. 25 under the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.22) seeks approval for Kimley-Horn Associates, Inc. to redesign the Durango and Yuma intersection, converting it from a roundabout to a signalized Left-In-Left-Out (LILO) intersection. The redesign follows a comprehensive engineering analysis that identified the LILO alternative as the safest and most efficient solution. The analysis considered key factors, including right-of-way (ROW) requirements, parcel impacts, utility relocations, and construction costs. Based on these criteria, the LILO design was determined to be the most effective and practical approach for improving traffic flow and safety. The total amount to be paid under this Task Order shall not exceed $379,611.25.
Staff Liaison: Rodrigo Nemi, Interim CIP Project Manager, rnemi@buckeyeaz.gov, (623) 204-8442

***4.P** Council to take action on the Settlement Agreement between the City of Buckeye and Zachary Thompson; and authorize the City Manager to execute and deliver the Settlement Agreement on behalf of the City of Buckeye.
Summary: In 2024, former city employee Zachary Thompson filed a complaint with the Arizona Civil Rights Division and cross-filed that complaint with the Equal Employment Opportunity Commission asserting various employment related claims against the City. The City and Mr. Thompson have reached a resolution to all claims of Mr. Thompson as reflected in the accompanying Settlement Agreement.
Staff Liaison: Scott McCoy, City Attorney, smccoy@buckeyeaz.gov, (623) 349-6982

***4.Q** Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 315402) for Tacos Barbon, located at 343 East Monroe Avenue in Buckeye.
Summary: Tacos Barbon is requesting approval for a new Series 12 Restaurant Liquor License Application for their business located on Monroe Avenue. The application and public notice were legally posted, and the application has been reviewed and approved by staff. The business has tentatively planned to open in January 2025. The building was previously occupied by a restaurant.
Staff Liaison: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911

***4.R** Council to take action on the October 15, 2024 Regular Council Meeting Minutes, November 5, 2024 Regular Council Meeting Minutes, November 19, 2024 Council Workshop Minutes, November 19, 2024 Regular Council Meeting Minutes, and December 17, 2024 Special Council Meeting and Council Executive Session Minutes.
Summary: Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.
Staff Liaison: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914

5. Public Hearings and Non-Consent - New Business Items

5.A Council to hold a public hearing only on the proposed development impact fees and the City's intent to adopt the proposed development fees.
Summary: In compliance with Arizona Revised Statutes ("A.R.S") § 9-436.05, the City of Buckeye is proposing adjustments to its current Development Impact Fees. A public hearing, presentation, and discussion will be held regarding the proposed fee adjustments. Development Fees play an

important role in providing funding for infrastructure needed in response to new growth.
Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

5.B Council to take action on the City of Buckeye 2025 Legislative Priorities.

Summary: At the start of each legislative session, staff seeks Council approval of the Legislative Priorities, which outlines the City's state and federal focus areas and guides government relations activities. The priorities emphasize protecting local decision-making authority in critical areas such as water resources, local revenue, transportation and aviation, housing, and economic development. Throughout the year, staff will provide updates on the Legislative Priorities, as well as other legislative issues ('Other Legislation') that may impact Buckeye and/or the region. Should Other Legislation be introduced that potentially affects the City, staff may return to Council for further direction.
Staff Liaison: John Raeder, Intergovernmental Relations Deputy Director, jraeder@buckeyeaz.gov, (623) 204-8177

5.C Council to take action on Resolution No. 01-25 adopting fees for solid waste services pursuant to A.R.S. § 499.15 and City of Buckeye City Code Section 9-5-4; providing for repeal of conflicting resolutions; and providing for severability.

Summary: Adoption of Resolution No. 01-25 will establish a fee schedule for solid waste collection and disposal services for the City. The proposed solid waste rates will be effective February 6, 2025, with additional rate amendments scheduled to be billed in December of each year. Benefits of adopting a fee schedule allow citizens to visualize rates charged during specific periods of time and allows the City to accurately and properly charge fees to consumers, ensuring accurate and responsible cash flow to allow the City to provide solid waste collection and disposal services accordingly. The Solid Waste Enterprise Fund is currently not meeting the City's requirement and federal standard of having a 60-day operational reserve. Currently, General Fund monies are supplementing the Solid Waste Enterprise Fund. The General Fund supplemental input will need to significantly increase each year absent of a rate adjustment.
Staff Liaison: Amy Murray, Deputy Public Works Director, amurray@buckeyeaz.gov, (623) 349-6800

6. Comments from the Mayor and Council

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

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

8. Proposals for Future Agenda Items

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

9. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.A. AV - Airport Modular Hangar Management Services
DATE PREPARED: 01/02/25	**DISTRICT NO.:** 3
STAFF LIAISON: Scott Gray, Aviation Director, sgray@buckeyaz.gov, (623) 349-6885	
DEPARTMENT: Buckeye Municipal Airport	**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 Professional Services Agreement (Contract No. 2025173) between the City of Buckeye, an Arizona municipal corporation, and GH1, LLC, an Arizona limited liability company, for airport modular hangar management services; to authorize the City Manager to execute and deliver the Professional Services Agreement (PSA); and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said PSA.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye issued a Request for Proposals (RFP) seeking qualified companies or individuals with demonstrated experience to provide services in the operations and management of the Buckeye Municipal Airport 40,000 square foot modular hangar structure. The RFP resulted in one (1) qualified submitter, Aerosecure, LLC, who has experience providing similar services in another area airport. The RFP review committee recommended selection of Aerosecure, LLC.

Following selection, the City received an email from Aerosecure that indicated that the proposal should have been submitted under the name of GH1, the same name as their existing lease agreements with the City. The email was deemed sufficient to process this agreement under the GH1 business name.

GH1, LLC, will be responsible for all aircraft movements in and out of the modular hangar structure (Hangar), operation of the Hangar facility, customer service support, and ongoing communication and support with airport personnel. These services will be provided Monday - Friday, 6:00 AM - 4:00 PM, and on-call services after-hours and on weekends. GH1, LLC, will be required to remit to the City $2,000.00 per month base rent plus 10% of gross receipts. All fees associated with aircraft storage, on-call services, etc., are established by GH1, LLC, and will be on file with the Airport. Except for the calendar month of the annual Buckeye Air Fair (historically, February), GH1, LLC, will require written approval of the City to reduce its fee schedule. GH1, LLC, will not be required to remit base rent of $2,000.00 for the month of the Air Fair.

The duration of this Professional Services Agreement (PSA) shall be for the remainder of the term of that certain Cooperative Contract Purchase Addendum Between the City and Sunbelt Rentals, Inc. (Contract No. 2024102), which ends in December 2028, unless otherwise terminated in accordance with the PSA.

BENEFITS:
Having GH1, LLC, provide operation and management of the modular hangar reduces the City's liability exposure and employee on-call needs associated with moving aircraft in and out of the Hangar seven days a week.

FINANCIAL IMPACT STATEMENT:
Under the terms of the PSA, GH1 will be required to remit $2,000.00 per month base rent (except for the

month of the Buckeye Air Fair), plus 10% of GH1's gross receipts. At such time the anticipated utilization rate of 63% of the Hangar square footage is achieved at the proposed $0.65 per square foot for each aircraft, the estimated annual revenue could be approximately $28,000.

BUDGETED:
No

FISCAL YEAR:
FY25

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4A PSA NO. 2025173 with GH1.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GH1 LLC
CONTRACT NO. 2025173

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date"), between the City of Buckeye, an Arizona municipal corporation (the "City"), and GH1 LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, "RFP No. 2025173 Airport Modular Hangar Management," (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from companies for professional management services.

B. The Contractor's assignor, Aerosecure, LLC, an Arizona limited liability company, and sole member of Contractor, submitted a Proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor to provide management services for the Airport Modular Hangar ("Hangar"), situated at Buckeye Municipal Airport, 3000 S. Palo Verde Road, Buckeye, Arizona 85326 (the "Premises").

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 City and the Contractor hereby agree as follows:

1. Term of Agreement. The term of this Agreement will commence upon the Effective Date above and shall remain in full force for the remainder of the term of that certain Cooperative Contract Purchase Addendum between the City and Sunbelt Rentals, Inc. (Contract No. 2024102), unless terminated or amended as otherwise provided in this Agreement.

2. Scope of Work. The Contractor shall provide the services as set forth in the Proposal attached hereto as Exhibit A and incorporated herein by reference ("Services"). The Contractor shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor. Except as otherwise provided herein, any proposed changes to the Project Approach and Operation Plan or Financial Proposal as submitted in the Proposal may be

modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

2.1 Modifications and Clarifications. The following provisions shall govern Contractor's performance under this Agreement and, to the extent inconsistent therewith, completely supersede and modify the Proposal:

A. Buckeye Air Fair. For a seven-day period in the month of February during each year this Agreement is in force, which period must be designated by the City in writing not less than Thirty (30) Days prior to its commencement (the "Air Fair Period"), Contractor will remove all stored aircraft from the Hangar and otherwise suspend operations within the Hangar, to accommodate the City's Buckeye Air Fair. During the Air Fair Period, the City will allow Contractor and its clients to park elsewhere on the grounds of the Buckeye Municipal Airport at no charge. Due to the possibility of disruption to Contractor's management operations during the Buckeye Air Fair, Contractor will have no obligation to pay the base monthly amount of $2,000 identified in Section 3 for the month in which the Buckeye Air Fair occurs. Notwithstanding the foregoing, Contractor shall be obligated to pay the City ten percent (10%) of gross revenue collected, as set forth in Section 4. Contractor hereby acknowledges that the 2025 Buckeye Air Fair is scheduled to take place February 14, 15, and 16 2025.

B. Call Outs. Contractor will make customers' aircraft available outside of duty hours, so long as Contractor is provided not less than 24-hours' advance notice. If Contractor does not receive at least 24-hours' advance notice, Contractor will make reasonable efforts to accommodate customers' requests, but the availability of their aircraft will not be guaranteed.

C. Pricing. So long as they do not go below those identified in the Financial Proposal included in the Proposal, Contractor may adjust the monthly fees charged to customers and the fees charged by Contractor for ancillary services, without the approval of the City. Except as may be necessary to account for an Air Fair Period, which Contractor may elect to do in its sole discretion, any adjustment of a fee or charge to an amount lower than identified in the Proposal will be valid and effective only upon the City's written approval, which the City may withhold in its discretion.

D. Maintenance and Repair Activities Prohibited. Aircraft maintenance and repair activities shall not be permitted at the Airport Modular Hangar.

2.2 Hours. Contractor, through an authorized employee or representative, shall be on duty between the hours of 6AM and 4PM, five (5) days per week, Monday through Friday ("duty hours"), and on-call seven (7) days per week on a 'call-ahead' basis. Contractor shall make reasonable efforts to be physically present at the Buckeye Municipal Airport ("Airport") during duty hours and, in the event that Contractor cannot be physically present at the Airport during duty hours, it must notify the City Airport Manager as soon as practicable. The Contractor shall use reasonable best efforts to enhance its Services, including but not limited to providing seven (7) day-a-week, 8AM to 5PM duty-hours, as quickly as possible in response to customer needs and market demand.

3. Compensation. Except as expressly set forth in Section 2.1(A), Contractor shall pay the City a base monthly amount of **Two Thousand Dollars and Zero Cents ($2,000.00) and Ten Percent (10%) of gross revenue** for the management services. Gross revenue will be based off the tenant fees as outlined in the Contractor's Proposal in Exhibit A.

4. Payments. Contractor shall remit the compensation identified in Section 3 above to the City monthly, based upon the services provided and tenant agreements associated with the Airport Modular Hangar. The Contractor shall keep accurate records and submit documentation in support of the Compensation. Contractor shall remit payment to the City on or before the fifteenth (15th) day of each month for the prior calendar month, which shall include (A) the `call-out' fees, and (B) the base monthly fees, along with a detailed form and/or spreadsheet including the type of aircraft, aircraft "N" number, fee charged (without any discounts), fee collected, duration of services, and calculated ten percent (10%) gross fee, in substantially the same form and format as approved by the City. Any aircraft that is "based" at the Airport shall be identified accordingly.

By way of example, if the fees collected from gross revenue in a given month are computed as $7,000.00 cumulatively; the Compensation owed to the City is $2,000.00 base fee + ($7,000.00 x .10) $700.00 = $2,700.00.

Contractor's discounts to tenants shall be at the Contractor's sole discretion, provided, however, that such discounts shall not be deducted from gross revenue or otherwise `passed on' to the City.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City. The City may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

7. Contractor Personnel. The Contractor shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Contractor agrees to assign specific individuals to key positions. Subject to Sections 2 and 16.1 herein, and any applicable labor laws or regulations, if deemed qualified by Contractor, the Contractor is encouraged to hire City residents to fill vacant positions at all levels.

8. Inspection; Acceptance. All work shall be subject to inspection, upon not less than forty-eight hours' advance notice to Contractor, and acceptance by the City at reasonable times during the Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses and Permits. The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. Contractor shall not use the Hangar or Airport nor permit the foregoing to be used for any illegal or unauthorized purpose. The City has no obligation to provide the Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. Within thirty (30) days from the Effective Date, Contractor shall provide proof of a valid Specialized Aeronautical Services Operator Permit in accordance with the City of Buckeye Municipal Code Chapter 22, Article 22-18, Section 22-18-9 Aircraft Storage SAS O.

10. Materials; Equipment. The Contractor shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Contractor warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this agreement, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth

in this Agreement or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability — Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(b) Auto Liability — Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability — Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Contractor shall provide the City with the necessary endorsements to ensure the City is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage. Contractor shall maintain minimum insurance coverages as set forth in City of Buckeye City Code Article 22-16, "Airport Minimum Standards – Insurance", as may be amended from time to time. Minimum insurance coverage limits shall be commercially reasonable. All insurance coverages and insurance coverage limits shall be subject to review and approval of the Risk and Safety Manager of the City of Buckeye. Notwithstanding anything to the contrary herein, if the Contractor employs anyone who is required by law to be covered by workers' compensation insurance, the Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $1,000,000.00 for each accident, $1,000,000.00 disease for each employee and $1,000,000.00 disease policy limit.

13.3 Cancellation and Expiration Notice. The Contractor shall provide at least 30 days prior written notice to the City before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The parties may terminate this Agreement as provided in this Section.

14.1 Intentionally deleted.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the defaulting party for the undisputed portion of any payments due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Contractor in the event that the Services are permanently abandoned. If the Contractor abandons the Services without the consent of the City, the Contractor shall be liable for all actual and incidental damages caused by said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Contractor to complete the Services and the contract price for the Contractor under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the City as a result of delays caused by

abandonment of the Services by the Contractor. The City shall use its best efforts to replace the Contractor within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.6 [Reserved]

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Contractor shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the City copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the City, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Contractor will be without liability or legal exposure to the Contractor. The Contractor shall submit to the City a final report for evaluation.

15. Reserved.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as a Consultant, employee, partner, joint ventures, landlord, tenant, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of this Agreement. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its

profession elsewhere. The City and the Contractor do not intend to, nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

16.3 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws, (C) existing and future OSHA standards, and (D) existing and future FAA regulations.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement 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 this 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.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.

16.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether

or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Contractor.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

16.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, either party may offset from any money due to the other party any amounts owed for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts the Contractor owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

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

If to the City:
City of Buckeye
Buckeye Municipal Airport
3000 S. Palo Verde Road
Buckeye, Arizona 85236
Attn: Airport Manager
Email: airport@buckeyeaz.gov

With copy to:
City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326

Attn: Legal
Email: legal@buckeyeaz.gov

If to Contractor: GH1 LLC
3000 S. Palo Verde Road
Buckeye, Arizona 85326
Attn: Richard Snider Jr., President
Email: richard@aerosecureavionics.com
james@aerosecureavionics.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all City policies, standards, regulations, and restrictions regarding access and usage of the City's information and communication technology resources. The Contractor shall enforce all such policies, standards, regulations, and restrictions with all the Contractor's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Contractor's employees, agents, and subcontractors must receive prior, written approval from the City before being granted access to the City's information and communication technology resources and data. The City, in its sole discretion, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all

subcontractor/subContractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All City data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor in connection with this Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use City data and information.

D. Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When City information, regardless of its format, is no longer required by the Contractor to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall immediately notify the City Manager, or authorized City designee. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

G. Survival. The obligations of the Contractor under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 16.18, the Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this

Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the City to audit Records as set forth in this subsection, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor'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.

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the City.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. The City reserves the right to obtain like goods and services from another source when necessary. Notwithstanding anything to the contrary herein, however, the City shall not enter into any contract, or take any other action, that shall interfere with, or impair, Contractor’s exclusive management of the Hangar or ability to perform its obligations under this Agreement.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance

within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

16.25 Clickwrap Terms Excluded. In the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Professional Services Agreement.

17. Hangar Repair and Maintenance. Contractor will keep the Hangar in a neat, safe, clean, and orderly condition and appearance. Such obligation shall include without limitation the prevention of the accumulation of any refuse, wreckage, debris, waste or unsightly materials inside or about the curtilage of the Hangar that might be or constitute a fire hazard, a private nuisance, or detract from the overall appearance of the Airport. Further, Contractor will perform periodic visual inspections of the Hangar, and not less than once per week. Contractor shall notify the City as soon as is reasonably possible of any deficiencies or maintenance needs on the Airport Hangar or associated equipment, such as motors, fire alarm, lighting, etc. All maintenance and repairs relating to the Hangar or any fixtures therein will be requested by the City to the hangar vendor, Sunbelt Rentals, for completion under the terms of the Sunbelt Rentals CCPA, and Contractor shall not be responsible for any associated costs.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"City"

CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

"Contractor"

GH1 LLC,
an Arizona limited liability company

Richard O. Snider Jr., Member

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAcUOCX3jdIFTMevBXt72PrszhA65etoc4

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
GH1 LLC

[Proposal]

See following pages.

Name of Proposer:	**Aerosecure, LLC**
Title of Proposal:	**Aerosecure Proposal - RFP No. 2025173**
Description of Proposal:	**Management of Airport Modular Hangar**
Date:	**September 24, 2024**

September 24, 2024

RE: RFP No. 2025173
Management of Airport Modular Hangar

Dear City of Buckeye,

Aerosecure LLC, (EIN 47-4015163) DBA Aerosecure Maintenance and Avionics (Aerosecure) is a partnership LLC based in the State of Arizona. The two partners are Richard Snider and Hvalda Snider, both of whom are residents in Maricopa County, Arizona.

The only two individuals authorized to make representations for or on behalf of Aerosecure are as follows:

(Primary Contact)
Richard Snider Jr.
President
3000 S. Palo Verde Rd
Buckeye, AZ 85326
(602) 284-8278
richard@aerosecureavionics.com

James Snider
Business Manager
3000 S. Palo Verde Rd
Buckeye, AZ 85326
(248) 515-0100
james@aerosecureavionics.com

Aerosecure desires to create a safer flight experience for the General Aviation (GA) community through the services of airframe and engine maintenance, avionics installation, certifications, aircraft management and airport support services and is proudly headquartered at Buckeye Municipal Airport. Our staff of A&P's, IA's and support staff are well equipped and trained to handle movement of aircraft, operation of the modular hangar facility, customer service support (to include billings, issuing of permits and handling customer concerns) and ongoing communications and coordination with airport personnel. Our operations director and maintenance manager, will be leading the team that will provide the daily support needed to properly manage the facility. No subcontractors are intended to be utilized for facility management. No contract or subcontract held by the offeror or officers of offeror have been terminated within the last five years.

We are excited to continue our work with the City of Buckeye, and we look forward to contributing to the economic growth and stability of the community. Thank you for reviewing our proposal.

Sincerely,

Richard Snider, Jr.
President/Owner

2. SECTION A: APPLICANT EXPERIENCE/EXPERTISE AND QUALIFICATIONS OF STAFF

Aerosecure is well versed in the management of hangar facilities and the movement of general aviation aircraft. Aerosecure managed four privately owned hangars in Glendale Municipal Airport (GEU) over a period of 10 years. Aerosecure has also managed two hangars at Buckeye Municipal Airport since January 2023. The management of the hangar facilities included the operation of the hangar doors, movement of over a thousand aircraft in and out of the facilities, as well as billing and collecting storage fees from customers. All technical personnel are trained in aircraft movement as well as safe operation of hangar doors. All administration personnel are trained in the financial matters of billing and collecting fees from customers as well as issuing permits.

Projects Managed by Company

PROJECT 1:

Aerosecure LLC provided hangar management and aircraft movement services for client GH1, LLC for two large hangars located at Glendale Municipal Airport. The project included the opening and closing of the hangar doors on a daily basis, moving aircraft using tugs and tow bars, securing aircraft, and billing customers for storage as needed. Project initiated December 2020 and expired January 2023. Project Manager was Richard Snider Jr.

CLIENT: GH1, LLC

FACILITY: Hangar 8, 9 Glendale Airpark Hangars Building 2 Association, Inc.
6951 N. Glen Harbor Blvd
Glendale, AZ 85307
(602) 692-3834
jetsetfx2@gmail.com

PROJECT 2:

Aerosecure LLC provided hangar management and aircraft movement services for client GH2, LLC for two large hangars located at Glendale Municipal Airport. The project includes the opening and closing of the hangar doors as needed, moving aircraft using tugs and tow bars, securing aircraft, and billing customers for storage as needed. Project initiated January 2014 and is still active. Project Manager is Richard Snider Jr.

CLIENT: GH2, LLC

FACILITY: Hangar 9, 10 Glendale Airpark Hangars Building 1 Association, Inc.
6951 N. Glen Harbor Blvd
Glendale, AZ 85307

(602) 692-3834
jetsetfx2@gmail.com

PROJECT 3:

Aerosecure LLC provided hangar management and aircraft movement services for client GH1, LLC for one medium hangar located at Buckeye Municipal Airport. The project includes the opening and closing of the hangar doors on a daily basis, moving aircraft using tugs and tow bars, securing aircraft, and billing customers for storage as needed. Project initiated January 2023 and is still active. Project Manager is Richard Snider Jr.

CLIENT: GH1, LLC

FACILITY: Southwest Quad Hangar
3000 S. Palo Verde Rd.
Buckeye, AZ 85326
(602) 692-3834
jetsetfx2@gmail.com

PROJECT 4:

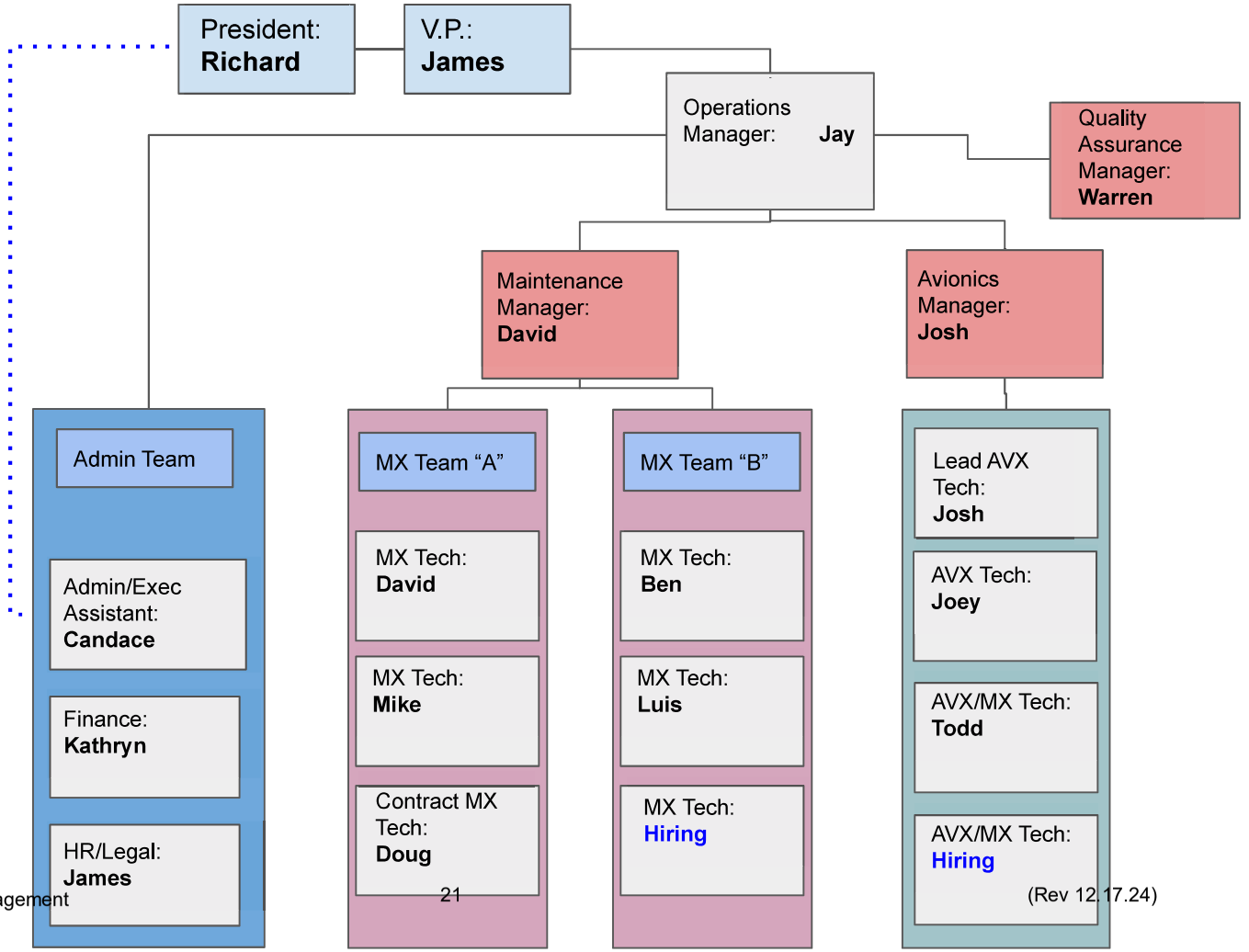
Aerosecure LLC provided hangar management and aircraft movement services for client GH1, LLC for one large hangar located at Buckeye Municipal Airport. The project includes the opening and closing of the hangar doors on a daily basis, moving aircraft using tugs and tow bars, securing aircraft, and billing customers for storage as needed. Project initiated in March 2023 and is still active. Project Manager is Richard Snider Jr.

CLIENT: GH1, LLC

FACILITY: Community/Common Hangar
3000 S. Palo Verde Rd.
Buckeye, AZ 85326
(602) 692-3834
jetsetfx2@gmail.com

Modular Hangar - RFP
No. 2025173

- All technical staff will be providing technical services for the project.
- Admin Team will be handing customer service and billing.



6782 W Cottontail Ln
Peoria, AZ 85383

(602) 888-6148
richard@aerosecureavionics.com

Richard O. Snider Jr.

Richard Snider is an accomplished, decorated, retired military attack helicopter pilot, fixed wing general aviation pilot with over 4,000 hours, seasoned aviation business owner with over twenty years of aviation expertise. Richard has owned several hangars and managed the movement of thousands of aircraft over his career.

MILITARY SCHOOLING AND EXPERIENCE

- 1995: Basic Training- Fort Knox, KY
- 1996: Advanced Individual Training (AIT)- Fort Eustis, VA
- 1999: Warrant Officer Candidate School- Fort Rucker, AL
- 2000: Rotary Wing Flight School- Fort Rucker, AL
- 2000: AH-64 Transition Flight School- Fort Rucker, AL
- U.S. Army: Avionics, Electrical and Armament Technician
- U.S. Army: Small Weapons Unit Armourer
- U.S. Army: AH-64A Apache and AH-64D Apache Longbow Attack Helicopter Pilot

EXPERIENCE

Aerosecure, LLC, Buckeye, AZ – *Owner*

2013 - Present

Boeing, Phoenix, AZ – *Avionics Installation Technician*

1998 - 1999

MD Light Helicopters – *Avionics Installation Technician*

1997 - 1998

U.S. Army – *Avionics Technician, Armourer, Pilot*

1995 - 2004

EDUCATION

Arizona State University, Tempe, AZ- *Graduated 2002*

Bachelor of Science in Marketing Degree

Bachelor of Science in Management Degree

Joshua Peck

Buckeye, AZ 85396
joshua.p@aerosecureavionics.com
469-992-3025

Solutions-focused, versatile management professional offering comprehensive background supporting U.S. military operations and general aviation operations. Well versed in managing staff in maintaining facilities, equipment and movement of aircraft.

Qualifications include:

- Certified in Armament, Electrical, and Avionics repair
- Equipment Maintenance
- Extensive firearms safety training
- Quality Control Experience
- Personnel Management
- Logistics Operations
- Technical Support
- Operational Readiness
- Supply Logistics
- Weapon Systems
- Technical Management

Work Experience

Avionics Manager
Aerosecure LLC - Buckeye, AZ
December 2020 - Present

Driver Recruiter
Swift Transportation - Phoenix, AZ
January 2019 to December 2020

SSG - Retired
U.S. Army - Various Bases
2008 to 2018

DAVID A BRUCE
11226 N 41ST AVE PHOENIX, ARIZONA 85029
(760) 803-4969
David.B@aerosecuremx.com

Focused manager and A&P mechanic with substantial experience in the safe movement of aircraft and management of facilities.

CERTIFICATES HELD

A&P Certificate
Private Pilot Certificate

WORK HISTORY

AEROSECURE MAINTENANCE AND AVIONICS
Maintenance Manager
April 2024 - Current
Manages team of mechanics to provide maintenance services for general aviation customers.

DON MAXWELL AVIATION SERVICES
A&P Mechanic
October 2023 – April 2024
Longview, TX
My time at Don Maxwell Aviation Services consisted of the inspection and repair of Mooney aircraft. My responsibilities were to inspect and repair aircraft and test various components and systems for proper operation. Repair and replace components as necessary. Perform routine maintenance such as oil changes and necessary repairs, including sheet metal repairs to aircraft skins, baffling, and other parts of aircraft.

CRUISEAIR AVIATION
A&P Mechanic
December 2016 - March 2023
Ramona, CA
My time at CruiseAir Aviation consisted mostly of working with Beechcraft Bonanzas and Barrons, along with a few single engine Cessnas. My responsibilities were to overhaul various aircraft components including Landing gear actuators and motors, flap actuators and motors, trim tab actuators, shimmy dampeners etc. I would also assist with the disassembly, inspection, repair, and reassembly of aircraft for annual and 100 hour inspections. I have some experience with aircraft recovery resulting from off field landings and gear up landings. I also have experience with sheet metal repairs, equipment installation, and general servicing.

3. SECTION B: PROJECT APPROACH AND OPERATION PLAN

Aerosecure is approaching this project as an opportunity to provide a much needed service of hangar parking to the general aviation community. There is a substantial shortage of hangar space available in the Phoenix Valley and most airports have waitlists that are years long. This includes a significant demand and interest that currently exists at Buckeye Municipal Airport. The Modular Hangar is an opportunity to bring aircraft to Buckeye to be permanently based and for transient traffic. While Buckeye enjoys more ideal weather for aviation than most places on earth, it still is susceptible to some treacherous storms that can cause significant damage to aircraft parking on the ramp, even if tied down properly. The Modular Hangar creates a safe shelter to protect aircraft from inclement weather, sun damage, and theft.

Aerosecure will provide a full-service experience for aircraft owners as they will move clients' aircraft in and out of the Modular Hangar using proper towing and tug techniques by trained personnel. Aerosecure already owns the equipment necessary to properly tow and tug clients' aircraft. Aircraft can also be staged outside of the Modular Hangar for clients if they call ahead. Aerosecure and its staff will follow the manufacturer's guidelines for proper hangar door management to include adhering to the maximum wind limitations. Aerosecure will contact airport personnel or the manufacturer if there are any issues with the operation of the hangar door. Maintaining a very clean facility will be paramount for the protection of the aircraft as well as the longevity of the facility. There will be the implementation of a Foreign Object Debris (FOD) Damage Control Procedure that will include daily walks and use of FOD containers. No customers will be permitted to operate the hangar door or move aircraft within the facility. Aerosecure will maintain and keep clean the detached restroom facilities and make sure it is available for customer utilization and convenience. Both the hangar and the restrooms will be secured after hours of operation.

Aerosecure will maintain normal operating hours for the hangar for at least five days a week from 6:00AM till 4:00PM. Staffing will be available for seven days a week on a call ahead basis so that clients will have daily access to their aircraft. The call-out rate was also set very low compared to the industry as a way to help cover more hours of operation without having a full-time staff member present. The cost of staffing one to two employees for 9 hours a day, seven days a week, is not financially feasible when factoring the rates being charged for monthly rentals. As the hangar utilization price point is optimized it is the intention to have full time staff working on-site seven days a week.

Aerosecure will maintain compliance with federal, state and local laws as they operate the facility.

Aerosecure has a stellar customer service record and they will apply their existing philosophy of always taking care of the customers to this project. They recognize the value that these aircraft have to their owners and we will work tirelessly to ensure the security of their aircraft as well as resolve any concerns that the customer may have through the process. While it is unusual to require them to vacate their hangar for special events, Aerosecure understands that this is a requirement and they will coordinate with all tenants to ensure that the facility is available for the Buckeye Air Fair on an annual basis. In the unlikely event that corrective actions are necessary for tenant non-compliance, Aerosecure is prepared to manage that process as well.

Aerosecure will be responsible for marketing the availability of the hangar by using online and social media tools that are available, word of mouth, and physical flyers that will be displayed in several local airports. Aerosecure will also send out information to local EAA chapters, Civil Air Patrol squadrons, and flying clubs. Aerosecure has a large list of over 1,000 customers that they have serviced over the past decade and these customers will also receive communications regarding the availability of the hangar.

Aerosecure will maintain ongoing communications in the form of a mutually agreed upon communications plan with City staff and airport personnel to ensure customers' concerns are being handled properly, transparency is built into the process for monthly billing, and maintenance and upkeep of the facility is being properly managed.

Aerosecure has reviewed the insurance requirements for operations and their insurance company has confirmed that they will meet all the minimum requirements in their policy.

4. SECTION C: FINANCIAL PROPOSAL

Aerosecure is proposing the following compensation structure for the opportunity to manage the Modular Hangar. Aerosecure will pay the City a monthly calculated fee: a base of $2,000 and an additional 10% of gross revenue collected from tenants on a monthly basis.

Tenants will pay a monthly fee based on the square footage (SF) area of their aircraft, simply calculated as Length multiplied by Width. Many FBO's calculate the SF by taking the dimensions of the aircraft and then adding a multiplier of typically 1.1 - 1.2 to factor in the space needed to create spacing between aircraft when in storage. Their typical SF would be larger but they may charge a lower price per SF. The anticipated monthly SF fee for the Modular Hangar will be $0.65. A comparison of prices between numerous FBO's around the valley and the region was completed by Aerosecure and this rate was found to be very competitive. Additionally a cost versus revenue study was completed to determine the optimal price that would be competitive enough to maximize the number of tenants in the hangar but also high enough to cover the cost of labor which is the largest cost of operating the hangar. A "Call Out" fee for after-hours assistance will start at $50. Transient aircraft will be charged a daily rate of $50 for single engine and $100 for twin engine.

The following chart demonstrates several typical aircraft's SF and their respective monthly fee at the rate of $0.65. An estimated utilization rate of the facility was calculated to be 63%. This represents the amount of the facility that can actually be used for monthly rentals. This utilization rate was calculated by removing the center aisle of 10,000 SF (50'x200') which is 25% of the facility. The center aisle will be utilized for aircraft movement and will not be available to rent to tenants. Additionally, transient aircraft rentals will have a reserved area of 5,000 SF which is 12% of the facility and will be located near the front entrance. This utilization rate is an estimate and will be optimized once the hangar is fully operational.

Sample Aircraft Types:	SF Needed	$0.65
F33a bonanza 33x27	891	$579.15
Seneca II 39x29	1131	$735.15
C172S 36x27	972	$631.80
PA28-180 30x24	720	$468.00
Cessna 414 44x37	1628	$1,058.20
Average Aircraft Size:	1068	$694.46
Call Out Fees (starting at)		$50
Transient Aircraft Parking - Single Engine		$50
Transient Aircraft Parking - Twin Engine		$100

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.B. PW - OpenGov Asset Management Software purchase
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6800	
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 Change Order No. 1 to the Addendum to OpenGov Master Services Agreement (Contract No. 2025232) between the City of Buckeye, an Arizona municipal corporation, and OpenGov Inc., a Delaware corporation; to authorize the City Manager to execute and deliver the Change Order; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said Change Order.

SUMMARY

PROJECT DESCRIPTION:
Asset management software modules include Transportation, Stormwater, Walkabilty, Signals, and Facilities. These modules will house the City's assets and allow staff to track installation and maintenance activities. Software purchase includes customized buildout of City assets, training, implementation, licenses, and customer support.

BENEFITS:
The benefits of the OpenGov asset management program include data-based reports creating decision-making to optimize the lifespan of assets, improve efficiencies of work order management, ability to track assets, understand equipment utilization, equipment condition monitoring, and future budgeting needs.

FINANCIAL IMPACT STATEMENT:
Fiscal Year 25
Initial purchase: $220,000
Stormwater module: $35,000

CURRENT FISCAL YEAR TOTAL COST:
$255,000

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
HURF

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

4B CO 1 to AOC 2025232 with OpenGov.pdf

ADDENDUM TO OPENGOV MASTER SERVICES AGREEMENT BETWEEN THE CITY OF BUCKEYE AND OPENGOV INC Contract No. 2025232

CHANGE ORDER # 1

THIS CHANGE ORDER # 1 (this "Change Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City") and OpenGov Inc., a Delaware corporation (the "Contractor"). This Change Order modifies certain sections of Contract No. 2025232 (the "Contract"), with those sections not expressly modified remaining in full effect pursuant to their terms.

CONTRACT CHANGES:

1. Term, is amended by extending the Contract end date to July 31, 2025.

2. Contract Price, is amended by increasing the not-to-exceed amount by $35,000.00 from $220,000.00 to $255,000.00.

3. Statement of Work, is amended to incorporate the additional services set forth in **Exhibit A**.

RECITAL OF CONTRACT TERM (END-DATE) AND CONTRACT PRICE:

The original Contract term end-date was June 30, 2025.

The amended Contract term end-date after this Change Order is and shall be July 31, 2025.

The original Contract Price was not-to-exceed (NTE) $220,000.00.

The amended Contract Price after this Change Order is and shall be NTE $255,000.00.

For reference purposes, **Attachment "1"** attached hereto includes selected pages/portions of the Contract.

ADDITIONAL PROVISIONS:

Except as amended herein, all provisions of the Contract remain in full force and effect.

In the event of any conflict or discrepancy between the terms of this Change Order, the Contract, and any other contract documents, the documents shall govern in that order.

This Change Order may be canceled pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

OPENGOV INC.,
a Delaware corporation

By: _____

Title: SVP, Finance

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
_____
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

(REV. 05.15.2024) (smf)

Attachment "1"

Selected Pages/Portions of Contract

ADDENDUM TO
OPENGOV MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
OPENGOV

This ADDENDUM ("Addendum") dated June 10, 2024 (the "Effective Date"), modifies OpenGov Master Services Agreement (the "Original Agreement") executed contemporaneously with this Addendum and entered into between the City of Buckeye, an Arizona municipal corporation (the "City"), and OpenGov, Inc., a Delaware corporation (the "Vendor"). "Vendor," as used in this Addendum, is synonymous with "OpenGov," as used in the Original Agreement, the Statement of Work #PS-061111.1 created 4/20/2024 (created by J. Nordin) (the "Statement of Work"), and the Order Form Number OG-014591 created May 8, 2024 (the "Order Form").

AGREEMENT

1. **Effect of Addendum.** Except as expressly modified by the provisions of this Addendum, the Original Agreement shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies exist between the terms of this Addendum, the Original Agreement, the Statement of Work, and the Order Form, the documents shall control in that order. This Addendum is hereby incorporated by reference into the Original Agreement.

2. **The following provisions are hereby added to the Original Agreement as additional paragraphs:**

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.

Agreement Subject to Appropriation. The City has appropriated funds for the Initial Term. Any provisions of this Agreement which require the City to expend funds shall be effective when funds are appropriated for this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement, and shall keep the Vendor fully informed as to the availability of funds for this Agreement. Any obligation of the City under this Agreement is a current expense and payable exclusively from annual appropriations and not an indebtedness of the City. If the City Council fails to appropriate money sufficient to fund City obligations set forth in this Agreement, this Agreement shall terminate at the end of the then-current term, and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement. To invoke termination of this Agreement for non-appropriation of funds, the City must provide written notice of the non-appropriation within 30 days of the end of the then-current term.

E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Vendor warrants compliance with all federal immigration laws and regulations relating to employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

No Boycott of Israel. To the extent applicable under A.R.S. § 35-393 through § 35-393.03, the Vendor hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393(1).

Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of the Vendor in any capacity or a contractor to the Vendor with respect to the subject matter of this Agreement.

Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if the City finds that gratuities, in the form of economic opportunity, future employment, material entertainment, gifts of more than Nominal Value as defined by Buckeye City Code, Chapter 24, Article 24-2, or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent, or employee of the Vendor for the purpose of securing this Agreement.

Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

Vendor Licensing and Registration. The Vendor warrants that it is registered with the Arizona Corporation Commission to do business in Arizona and, upon request, will provide proof thereof to the City.

Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the City of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall

terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the Agreement termination date.

Clickwrap Terms Excluded. In the event the Vendor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City-issued or approved contract or this Agreement.

3. This Addendum and the Original Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to either may be brought only in courts in Maricopa County, Arizona.

4. This Addendum is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

Dan Cotterman, City Manager

OPENGOV, INC.
a Delaware corporation

By: _____

Name: Sam Kramer

Title: SVP, Finance

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAC8hMHMSGWJPlgf1lEnKiKkjuSYUDIjTW

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

OPENGOV

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	OG-014591		
Created On:	5/30/2024	**Prepared By:**	Alex Martinez
Order Form Expiration:	6/30/2024	**Email:**	salesops@opengov.com
Subscription Start Date:	8/1/2024	**Contract Term:**	11 Months
Subscription End Date:	6/30/2025		

Customer Information

Customer:	City of Buckeye, AZ	**Contact Name:**	Bret Hodne
Bill To/Ship To:	23454 W. MC Highway 85 Buckeye, Arizona 85326 United States	**Email:**	bhodne@buckeyeaz.gov

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Enterprise Asset Management *Asset Builder, Scenario Builder, Transportation Domain, Walkability Domain, Signals Domain, Facilities Domain*	8/1/2024	6/30/2025	$178,841.67
		Annual Subscription Total:	See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Billing Date:	
OpenGov Deployment — One Time Fee (Prepaid Hours)	8/1/2024	**$41,158.33**
OpenGov Deployment —Time & Materials	*Billed upon Project Completion,estimated amount to be billed after June 30, 2025:* ***$39,461.67****	

****This total includes the $8,400 expense reimbursement and approximate time and materials for professional services in the amount of $31,061.67***

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms. Upon completion of the Initial Term the following Renewal Term fee for the Software Services shall be $195,100.00. Any subsequent Renewal Terms fees will be subject to Section 7.1.2 of the MSA.

City of Buckeye, AZ

Signature:
Name: Dan Cotterman
Title: City Manager
Date: Jun 17, 2024

OpenGov, Inc.

Signature:
Name: Sam Kramer
Title: SVP, Finance
Date: Jun 17, 2024

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAC8hMHMSGWJPlgf1lEnKiKkjuSYUDIjTW

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

Statement of Work

City of Buckeye, AZ

Creation Date:4/20/2024
SoW Expiration Date:7/20/2024
Document Number: PS-06111.1
Created by: Jennifer Nordin

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

Table of Contents

OpenGov Statement of Work 3
1. Project Scope 3
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms 3
3. Project Delivery 3
4. Project Understanding 4
5. OpenGov Responsibilities 4
6. Project Tracking and Reporting 4
7. Communication and Escalation Procedure 5
8. Opengov Implementation Methodology 6
8.1. Initiate 6
8.2. Validate 6
8.3. Configure 6
8.5. Launch 7
9 . Customer Responsibilities 7
10. Customer's Project Manager 7
11. Acceptance Procedure 8
12. Estimated Schedule 9
13. Illustrative Project Timelines 9
14. Change Order Process 9
Exhibit 1: Implementation Activities 11
Enterprise Asset Management 11
Initiate 11
Validate 11
Configure 12
Train 17
Launch 21

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Buckeye, AZ ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

   3.1.1. OpenGov will provide three (3) onsite trips for project-related activity which OpenGov determines would be best performed at the Customer's facility. Customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

   3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed $8,400. Written approval is required for any expenses above the estimate.

   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

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4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

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6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

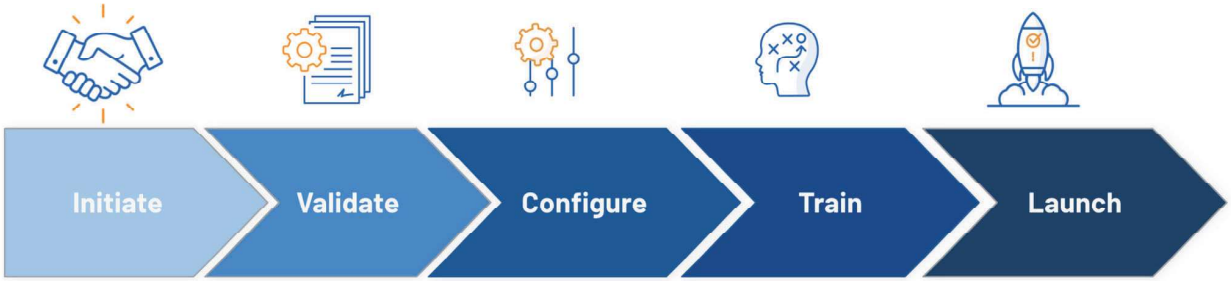
7.3.1. Identification of an issue impeding deployment progres or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

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- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.
8.1.2. OpenGov will provide system administrators creation.
8.1.3. This activity is complete when Customer has access to their site.
8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

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9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.
9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all

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Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

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Phase 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Signatures	
Customer: City of Buckeye, AZ Signature: _____ Name: Dan Cotterman Title: City Manager Date: Jun 17, 2024	**OpenGov, Inc.** Signature: _____ Name: Sam Kramer Title: SVP, Finance Date: Jun 17, 2024

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAC8hMHMSGWJPlgf1lEnKiKkjuSYUDIjTW

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Exhibit 1: Implementation Activities

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Transportation
- Walkability
- Signals
- Facilities

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Customer verifies access to the site.

Validate

OpenGov will:

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- Provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Customer sign-off on project workbook.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
  - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
  - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
  - Up to twenty (20) automations
  - Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Completion Criteria

- Customer sign-off on Configurations.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
  - Parent level asset records
  - Asset location (spatial x/y) attributes
  - Parent level resource (Labor, Equipment Material, Vendor) records
  - Resource Rate (Labor, Equipment, Material) records
  - Standard system libraries

- OpenGov will provide the following data services to load customer's pavement data into OpenGov Enterprise Asset Management:
  - OpenGov will provide a template file to third-party vendors, so processed data can be delivered to OpenGov in the required format.

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

- OpenGov will provide a review, not to exceed two (2) hours, of Enterprise Asset Management data requirements to customer and third-party vendor staff.
- OpenGov will provide a field map review, not to exceed two (2) hours, to identify the Enterprise Asset Management destination fields for up to 10 additional data attributes which may have been collected.
- A test conversion service to facilitate data conversion validation and testing
- One revision of the source data used for the test conversion service
- A production conversion service utilizing the final, approved source data

Assumptions, Requirements, and Considerations

- This scope of work is isolated to data load activities and does not include any manipulation of collected data.
- Data must be provided to OpenGov staff in Esri shapefile or .csv formats
  - If Pavement spatial data is not provided, and does not currently exist in the customer Enterprise Asset Management database, OpenGov will load Pavement condition data without impacting the existing spatial implementation.
  - Prior to collection efforts, third-party vendors must ensure collected data can be linked to a OpenGov Pavement ID.
- OpenGov Enterprise Asset Management calculates PCI values based on the ASTM-6433-11 – Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys standard. Data collection firms are required to provide Distress, Severity, and Extent values as specified by the aforementioned standard.

Appendix A

The following data attributes are either required (*) or highly recommended to support robust pavement management functionality in OpenGov.

PAVEMENT INVENTORY TABLE		
NAME	**DATA TYPE**	**DESCRIPTION**
*** OpenGov ID**	**Text**	Unique identifier for OpenGov Pavement (section) record. *Note: This ID will be used to link all associated roadway section related tables*
*** Pavement Length**	**Quantity (Number w/ Unit)**	Length of the Pavement section

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		Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)
*** Pavement Width**	**Quantity (Number w/ Unit)**	Width of the Pavement section *Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)*
*** Pavement Classification**	**Text (Lookup)**	Pavement Classification value for OpenGov Pavement record. Default values: *Asphalt, Brick and Block, Concrete, Earth, and Gravel*
*** Function Classification**	**Text (Lookup)**	Functional Classification value for OpenGov Pavement record. Default values: *Rural Arterial, Rural Collector, Rural Local, Urban Arterial, Urban Collector, and Urban Local*
Street	Text (Lookup)	Street name for OpenGov Pavement record
Street Ahead	Text (Lookup)	(Intersecting) Street Ahead name for OpenGov Pavement record
Street Back	Text (Lookup)	(Intersecting) Street Back name for OpenGov Pavement record
Construction Date	Date	Construction date helps establish a baseline for each asset. This baseline is crucial when managing condition and deterioration of high cost, high impact assets.

- *Pavement attributes must include Length and Width values*
- *Pavement Classifications should be limited to the following:*
  - *Gravel*
  - *Brick and Block*
  - *Concrete*
  - *Asphalt*
  - *Earth*
  -
- *Functional Classifications should be limited to the following:*
  - *Rural Arterial*
  - *Rural Collector*
  - *Rural Local*
  - *Urban Arterial*
  - *Urban Collector*
  - *Urban Local*

PAVEMENT INSPECTION TABLE

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NAME	DATA TYPE	DESCRIPTION
*** OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
*** Inspection ID**	**Text**	**Unique identifier for inspections**
*** Inspection Date**	**Date**	**Inspection date**
Average IRI	Quantity with Unit	If applicable, a pre-calculated Average IRI value must be provided. Additionally, an Average IRI value should be converted and provided in a 0 to 100 scale for use in OpenGov's Overall Condition Index (OCI) calculation.

PAVEMENT DETAILED DISTRESS TABLE**		
NAME	DATA TYPE	DESCRIPTION
*** OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
*** Inspection ID**	**Text**	**Unique identifier for Inspection records**
*** Sample ID**	**Text**	**Unique identifier for Sample Areas**
Sample To	Integer	Identify the end of the Sample Area
Sample From	Integer	Identify the beginning of the Sample Area
Sample Width	Quantity with Unit	Identify the Width of the Sample if the Sample Width differs from the Pavement Width
*** Distress**	**Text (Lookup)**	Values must match distresses specified in the ASTM-6433-11 standard.
*** Severity**	**Text (Lookup)**	*Low, Moderate, High*
** Extent*	*Number*	*Must be represented as a percentage number value*

Note: Distress data should be collected in accordance with ASTM D-6433-11 standards, including extent and severity.

- *Distress Severities must be limited to the following:*
  - *Low*
  - *Moderate*
  - *High*
- *Standard distresses:*
  - *Asphalt Longitudinal Cracking and Asphalt Transverse Cracking should be combined into a single distress.*

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  - *PCC Faulting Right and PCC Faulting Left should be combined into a single distress.*
  - *PCC Longitudinal Cracking and PCC Transverse Cracking should be combined into a single distress.*
  - *Asphalt Raveling & Weathering should be separated into Asphalt Raveling and Asphalt Weathering – Surface Wear.*
- *ASTM-6433-11 requires unique "Distress + Severity" combinations per Sample area.*

PAVEMENT CONDITION CATEGORY TABLE		
NAME	DATA TYPE	DESCRIPTION
*** OpenGov ID**	**Text**	**Unique identifier for OpenGov Pavement (section) record.** ***Note: This ID will be used to link all associated roadway section related tables***
*** Inspection ID**	**Text**	**Unique identifier for Inspection records**
Condition Category	**Text (Lookup)**	A value that generally reflects a high-level condition using a 0 to 100 scale index. For example, OpenGov Enterprise Asset Management recognizes PCI as a Condition Category. IRI values provided in a converted 0 to 100 scale can be loaded as a Ride Condition Category thereby impacting the Overall Condition Index (OCI) value in
Index	Integer	A value, on a 0 to 100 scale, which reflects the condition of the corresponding Condition Category

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Completion Criteria

- Customer sign-off on data load.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
  - Transportation (8)
    - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
  - Walkability (7)

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        - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
    - Signals (8)
        - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
    - Facilities (25)
        - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure

Completion Criteria:

- Customer sign-off on Assets being configured and loaded.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments
    - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.

- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.

- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
    - OpenGov Asset Management Esri integration configuration options
    - Integration functionality (basemap and feature)
    - Overall Esri integration requirements, considerations, and OpenGov recommended best practices

- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
    - OpenGov Asset Management Administrator
        - Structure Manager
        - Library Manager
        - Layout Manager
        - User/Role Configurations
    - OpenGov recommended best practices for expanding the system's use and/or building assets

Completion Criteria

- Foundational Training has been conducted.

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
    - Request Management:
        - Requests
        - Requesters
        - Task Creation from Requests
        - Issue library (including settings such as Applies to Asset and Non-Location)
        - OpenGov recommended best practices for Request and Requester Management
    - Work Management:
        - Create Task(s)(Asset/Non-Asset)
        - Assignments (Add, Edit, Remove)
        - Task Menu Actions
        - Related Work Items
        - Create Work Order
        - Associate Task to WO
        - Repeat Work Orders

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

- Work Order Menu Actions
- Enter Resources
- Timesheets
- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
- OpenGov recommended best practices for Work Management

o Asset Management:
- Asset Details
- Preventative Maintenance Plans
- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management

o Resource Management:
- Resource Details
- Labor/Equipment Rates
- Material Management (Stock, Usage, Adjustments)
- Vendor Price Quotes
- OpenGov recommended best practices for Resource Management

o OpenGov Mobile:
- Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
- Work Management
  - Create and Update Tasks (Asset/Non-Asset)
  - Assign Tasks
  - Enter Resources
  - Inspections
- Asset Management
  - Create and Update Assets
- Request Management
  - View and Update Requests
  - View Requester information
  - Create Task from Request
- OpenGov recommended best practices for mobile device use

o Administrator:
- Administrator:
  - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
- Settings:
  - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
- Manager:
  - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation

DocuSign Envelope ID: E8037035-7FF6-4C65-A151-458B4FA83463

- Manager

Completion Criteria:

- Train the Trainer has been conducted.

Advanced Training Topics:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
  - Preventative Maintenance
  - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - Business Risk Exposure
    - Risk
    - Consequence of Failure
    - Probability of Failure
  - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) hours. Training topics include:
  - Internal Requests
    - Users
    - Views
    - Issue Library settings and management
  - OpenGov recommended best practices for advanced request management
- Provide Scenario Builder remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Scenario Builder
    - Settings:
      - Prediction Groups
      - Minimum Condition Groups
      - Activities and Impacts
      - Criticality Factor
      - Install/Replaced Dates
    - Scenarios:
      - Planned Work
      - Map Control

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- Work Order Creation
- Scenario Types
- Plan Years and Budgets
- Protocols
- Data Exports

- OpenGov recommended best practices for scenario builder

Completion Criteria

- Advanced Training has been conducted.

Launch

OpenGov will:

- Provide a three-day (3-day) onsite to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both Customer and OpenGov's project managers. Topics may include any of the following:
  - Refresher training for items listed in the scope of work
  - Software and process support for staff during production roll out
  - Field, Layout, and Report configuration guidance, if applicable

Completion Criteria:

- Go Live Support has been conducted.

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OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services

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to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

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analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

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event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.

6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.

6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

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7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement

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are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

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9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any

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other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

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Signatures	
Customer: City of Buckeye, AZ Signature: _____ Name: Dan Cotterman Title: City Manager Date: 06/17/2024	**OpenGov, Inc.** Signature: _____ Name: Sam Kramer Title: SVP, Finance Date: Jun 17, 2024

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAC8hMHMSGWJPlgf1lEnKiKkjuSYUDljTW

Exhibit A

Stormwater Domain License and Services

Invoice: INV16228

OpenGov, Inc.

660 3rd Street
Suite 100
SAN FRANCISCO CA 94107
United States

Invoice Date: 10/1/2024
Due Date: 10/31/2024
Terms: Net 30

Bill To Details:

Bret Hodne
City of Buckeye, AZ
530 East Monroe Avenue
Buckeye AZ 85326
United States
bhodne@buckeyeaz.gov

Charge Summary

Description	Service Period	Qty	Amount	Tax Amount	Total
Professional Services Deployment - Prepaid	10/1/2024 - 10/1/2024	56	12,040.00	0.00	12,040.00
Stormwater Domain	10/1/2024 - 7/31/2025	1	16,666.67	1,550.00	18,216.67

Subtotal	$28,706.67
Tax (9.3%)	$1,550.00
Invoice Total (USD)	**$30,256.67**
Credits/Payments	$0.00
Amount Due	**$30,256.67**

Payment Instructions

Payment by ACH (Preferred):

Beneficiary: OpenGov, Inc.
Credit Account Number: 957538686
Routing Number: 322271627

Payment by Wire Transfer:

Beneficiary: OpenGov, Inc.
Routing Number: 021000021
Account Number: 957538686
Bank Address: New York, NY 10017

Express Mail (FedEx/UPS):

Attn: OpenGov, Inc.
Lockbox #103366
2710 Media Center Dr.
Bld #6, STE #120
Los Angeles, CA 90065

US Mail:

OpenGov, Inc.
PO Box 103366
Pasadena, CA 91189-3366

When submitting payment please reference **INV16228**. For any billing inquiries please email billing@opengov.com.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.C. PW - Cooperative Contract Purchase Addendum (CCPA) (Contract No 2025230) with Hughes Fire Equipment, Inc for the purchase of a Pierce Enforcer 100' Platform Aerial ladder truck.
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov, (623) 349-6801	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025230) between the City of Buckeye, an Arizona municipal corporation, and Hughes Fire Equipment, Inc., an Oregon corporation, for the purchase of fire apparatus and related vehicles; and authorize the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Fleet Management is seeking approval to purchase a new Pierce Enforcer 100' Platform Aerial ladder truck. In accordance with the City of Buckeye's Vehicle Replacement Policy the 2007 Pierce ladder is being forecasted as an anticipated replacement during fiscal year 25/26 annual budget process. The advance purchase of this ladder will secure a place in the build schedule with the manufacturer. This unit will assist the Fire Department in being able to maintain response times with dependable and reliable equipment. The current ladder is showing signs of it age and as time goes on will become a less reliable vehicle to the Fire Department staff.

BENEFITS:
This new Pierce ladder truck will provide the Fire Department with a more reliable, mechanically sound vehicle, replacing the current 17-year-old ladder truck that has surpassed its dependable life expectancy. Reliable fleet equipment is vital to ensuring that the Fire Department can continue offering critical services, especially in life-or-death situations. As vehicles age, components become more prone to breakdowns, leading to higher maintenance costs and increased downtime. Older vehicles are also more susceptible to major component failures, such as engine or transmission issues, which are both costly and disruptive to service delivery.

The new ladder truck will feature a bucket design, replacing the current stick ladder model. This change will enhance the versatility of the Fire Department, enabling them to offer a broader range of services to the citizens of Buckeye. Additionally, the new truck will be equipped with a straight axle, streamlining the fleet by eliminating the need for a tiller. This design change reduces the need for a larger crew to operate the vehicle, improving efficiency and ensuring that the department can respond quickly to emergencies.

FUTURE ACTION:
By placing this order now, the city will secure a build schedule with the manufacturer, ensuring that the new ladder truck is delivered on time. Delaying the order until the next fiscal year would not only increase the lead time but also add another year of age to the current ladder truck, which is already beyond its reliable service life. Given the City's ongoing growth, this new ladder truck will be a critical asset for the

Fire Department in responding to life-and-death situations. Ensuring timely delivery will allow the Fire Department to continue providing essential services to the residents without further risk of equipment failure or increased downtime.

FINANCIAL IMPACT STATEMENT:
Fleet Replacement – 10003173 – 541210 not to exceed $1,927,383.11. Budget authority for the purchase will be funded from funds transferred from Fund 6020 Fire Impact Fees Fund Contingency Account (60209199-570020) to the General Fund. This purchase will also be made by using the Houston-Galveston Area Council (HGAC) contract with Hughes Fire Equipment, Inc. HGAC has already performed the request for proposal bid process to offer cooperative purchasing and pricing.

CURRENT FISCAL YEAR TOTAL COST:
Purchase not to exceed $1,927,383.11.

BUDGETED:
No

FISCAL YEAR:
FY2024/2025

FUND/DEPARTMENT:
Fleet Replacement/Public Works

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Pierce Quote.pdf
Contract No. 2025230.pdf
proposal details report.pdf

HUGHES FIRE EQUIPMENT

October 29, 2024

Buckeye Fire Department, AZ
One (1) Enforcer 100' Platform Aerial EM801
Build Location: Appleton, WI

Proposal Price	$1,799,147.00	
Arizona State Sales Tax @ 5.60%		100,752.23
Phoenix Sales Tax @ 2.70%		48,576.97
PHX Transportation Plan Tax @ 0.3% of $13,866.00		41.66
Total Bid Price Including Sales Tax		*$1,948,517.86*
Less chassis progress payment discount	(19,397.00)	
Less aerial device progress payment discount	(9,712.00)	
Less payment upon completion @ factory discount	(18,050.00)	
Less 100% pre-payment discount	(167,100.00)	
Subtotal including all pre-pay discounts	$1,584,888.00	
Arizona State Sales Tax @ 5.60%		88,753.73
Phoenix Sales Tax @ 2.70%		42,791.98
PHX Transportation Plan Tax @ 0.3% of $13,866.00		41.66
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$1,716,475.37*

Terms:

Price Expiration: The above pricing is valid until January 24, 2025.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Delivery: As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 41 to 46 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 45.5 to 50.5 months.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$646,574.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. Aerial Device Progress Payment Discount: The aerial device payment in the amount of **$485,617.02** will be due **two (2)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the aerial device due date. If payment is not made when due the discount total will be added back to the final invoice.

iii. Payment Upon Completion at Factory Discount: If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iv. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, aerial device progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$5,511.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$7,300.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **$2,400.00** per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal:

a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

ii. Purchase order must reference **"One (1) Enforcer 100' Platform Aerial EM801 dated 10/29/2024."**

iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

iv. Purchased order should reference, **"Purchased utilizing HGACBuy Contract FS12-23."**

v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____

Proudly serving you, while you serve your communities since 1987

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
HUGHES FIRE EQUIPMENT, INC.

FIRE APPARATUS AND RELATED VEHICLES
CONTRACT NO. 2025230

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Hughes Fire Equipment, Inc., an Oregon corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, Houston-Galveston Area Council and Contractor entered into Contract No. FS12-23 ID: 11604, dated December 29, 2023 (such contract and subsequent amendments thereto herein referred to as the "Houston-Galveston Area Council Contract"), which is attached hereto as Exhibit A and incorporated herein by reference); and

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

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

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

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the Houston-Galveston Area Council Contract, except to the extent superseded herein. All references in the Houston-Galveston Area Council Contract to shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect until November 30, 2027, unless such term is modified or extended pursuant to the terms of the Houston-Galveston Area Council Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed **One Million Nine Hundred Twenty-Seven Thousand Three Hundred Eighty-Three Dollars and Eleven Cents ($1,927,383.11)**.

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

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

Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

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

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

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

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

FURTHER, in the event of any inconsistency between this Addendum, the Houston-Galveston Area Council Contract, and Exhibit B, the documents shall govern in that order.

CLICKWRAP TERMS EXCLUDED, in the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

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

[SIGNATURE PAGE TO FOLLOW]

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

HUGHES FIRE EQUIPMENT, INC.,
an Oregon corporation

Rex Hughes

Rex Hughes, President

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025230

[Houston-Galveston Area Council and Contract]

See following pages.

DocuSign Envelope ID: 9F9E075E-E9CA-47C5-B421-8CAFD6861C19

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Hughes Fire Equipment, Inc., hereinafter referred to as the Contractor, having its principal place of business at 910 Shelley Street, Springfield, OR 97477.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) 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 government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency 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 of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Hughes Fire Equipment, Inc.

Signature DocuSigned by: 3F2ABE9A2EDC46E...

Name Rex Hughes

Title President

Date 12/29/2023

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/3/2024

Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
Project ID: FS12-23
Release Date: Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	$1,000 per purchase order
Category B – Aerial Fire Apparatus	$2,000 per purchase order
Category C – Pumper Fire Apparatus	$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	$2,000 per purchase order
Category E – ARFF Apparatus	$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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Attachment A
Pierce Manufacturing Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	$ 491,716.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	$ 899,378.00	5%
Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	$ 1,109,887.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm),	$ 1,141,252.35	5%

Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	$ 624,947.00	5%
		Category F - Special Service VehiclesVehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	$ 477,451.00	5%
Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	$ 292,975.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		

REQUEST FOR PROPOSAL

FS12-23

FIRE APPARATUS AND RELATED VEHICLES

Houston-Galveston Area Council

3555 Timmons Ln

Houston, TX 77027

RELEASE DATE: July 26, 2023

DEADLINE FOR QUESTIONS: August 11, 2023

RESPONSE DEADLINE: September 14, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/h-gac

Houston-Galveston Area Council

REQUEST FOR PROPOSAL

Fire Apparatus and Related Vehicles

I. Summary and Timeline .....
II. Inquiries / Clarifications / Modifications / Submission .....
III. Solicitation Requirements .....
IV. Specifications/Categories/Scope of Work .....
V. Additional Resources / Website Links .....
VI. Contract Term / Multiple Awards / Usage .....
VII. Goal for DBE Contracting .....
VIII. Submission Contents Details / Required Documents / Uploads .....
IX. Evaluation Criteria .....
X. Evaluation Process .....
XI. Presentation / Demo/ Interview and Best and Final .....
XII. Selection / Final Approval and Award .....
XIII. Debrief / Protest .....

Attachments:

A - HGACBuy_Solicitation_T&Cs v9.7.23

1. Summary and Timeline

1.1. Summary

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described in this Solicitation. Texas Local Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide cooperative contract products and services to Texas local governments and in other states if their statutes allow. With that authority, H-GAC makes varied categories of contracted products and services available.

1.2. Background

About the Cooperative

H-GAC is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 9000 local government participants in Texas and other States (Customers) which include cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program if their state law allows. There is no cost to join and become a member of the H-GAC Cooperative Purchasing Program.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Customer (local governments and certain non-profits) and HGACBuy and gives the Customer access to HGACBuy contracts.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252 and/or other applicable State of Texas or Federal procurement requirements. Products and services are contracted after having been subjected to either a competitive bid (ITB); competitive proposal (RFP); or Request for Qualification and Pre-Qualification (RFQ) depending on the category type.

Contracts are blanket type, usually for a term of two (2), three (3), or four (4) years. Use of HGACBuy for purchases by any Customer is strictly at the discretion of that entity. Customers issue purchase orders and pay the HGACBuy Contractor directly. The Customer also sends HGACBuy a copy of the purchase order and the Contractor is responsible for reporting the sale to HGACBuy as a contract requirement.

1.3. Timeline

Date Issued:	July 26, 2023

Pre-Proposal/Bid Conference Date: (Non-Mandatory)	August 8, 2023, 10:00am The virtual meeting will be held using Zoom, registration is required. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register: https://us06web.zoom.us/meeting/register/tZIvcO2rqzwqHtQCmDXUaaTr2Gq3trFu1a8d It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.
Questions Deadline:	August 11, 2023, 12:00pm
Closing Date/Submission Deadline:	September 14, 2023, 12:00pm
Estimated Board Approval Date:	October 17, 2023
Estimated Contract Start Date:	December 1, 2023

2. Inquiries / Clarifications / Modifications / Submission

Inquiries: Respondents must submit questions by the Questions deadline. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

Clarifications: All clarifications will be available in the Question and Answer and Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Submission: Submissions must be in PDF or Excel format ONLY. Other formats uploaded will be deemed non-responsive.

Modifications: Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

3. Solicitation Requirements

Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation.

3.1. Contractor Orientation and Training

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit https://www.hgacbuy.org/events for more information.

3.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at: https://www.hgacbuy.org/marketing.

3.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

3.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

3.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

3.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

3.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. **Note: Respondent can only be a party to one response structure.**

A. **Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.

B. **Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the

Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees

3.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.

B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and

C. Whether Respondent is a Texas resident or a non-resident business.

3.9. HGACBuy Contractor / HGACBuy Member General Procedures

A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.

B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.

C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using $250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.

D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.

E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.

F. The Contractor receives payment directly from HGACBuy member.

G. The Contractor reports and remits the administrative fee to HGACBuy.

H. Reference also HGACBuy Customer and Contractor Handbook - https://www.hgacbuy.org/bid-notices/solicitation-forms-resources

3.10. Licensing and Permitting Requirements for Motor Vehicle Sales

Respondent must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the Solicitation or under any H-GAC contract.

A. Contractor/Supplier will be responsible for securing any and all applicable inspections required by law, including State Inspection stickers. Any fee charged for these inspections is the responsibility of the Contractor/Supplier.

B. At the time of delivery to the Customer, Contractors/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment for operation on public highways, as required by the State of Texas or state in which the sale is being made.

C. TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301 (Formerly known as "The Texas Motor Vehicle Commission Code"):

1. Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1) engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.

2. Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.

3. Respondents not submitting a response with a properly licensed Texas Motor Vehicle Dealer will only be eligible to sell motor vehicles on this contract outside of the State of Texas.

D. Licensed Franchised Dealers submitting a Response for new cabs & chassis with installed bodies and other equipment, by Texas Statute, are required to employ properly licensed converters for the conversions of the new motor vehicles.

E. The Act of Submitting a Response is regarded as doing business, as the entity is soliciting a sale. Accordingly, each Respondent must be a licensed franchised dealer at the time the Response is submitted.

F. The units bid must be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of submission. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health

Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G**. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

A. Meet all applicable requirements of federal, state and local laws and regulations.

B. Be manufacturer's normal offering with all standard features and functions and performance levels.

C. Be ready for turn-key operation upon delivery.

D. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

A. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.

B. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

C. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

A. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.

B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

A. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.

B. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).

C. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.

D. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.

E. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

F. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.

G. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

A. "Business Day" Monday through Friday

B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.

C. "Regular Time" Work that occurs during standard business hours

D. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue $1,000 per purchase order

Category B – Aerial Fire Apparatus $2,000 per purchase order

Category C – Pumper Fire Apparatus $2,000 per purchase order

Category D – Pumper/Tanker and Tanker Apparatus $2,000 per purchase order

Category E – ARFF Apparatus $2,000 per purchase order

Category F – Special Service Vehicles

Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

5. Additional Resources / Website Links

5.1. Reference Websites

- HGACBuy Website – www.hgacbuy.org
- HGACBuy Open Solicitations – www.hgacbuy.org/bid-notices
- HGACBuy Sample Contract – https://www.hgacbuy.org/bid-notices/solicitation-forms-resources
- HGACBuy Customer and Contractor Handbook – https://www.hgacbuy.org/bid-notices/solicitation-forms-resources
- HGACBuy Events – https://www.hgacbuy.org/events
- HGACBuy Marketing – https://www.hgacbuy.org/marketing

Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation. Only information supplied in this Solicitation or by a Letter of Clarification posted to the HGACBuy website should be used in the preparation of a submission.

The actual final contract will be the same or nearly the same as the sample, however H-GAC reserves the right to update the actual contract as required for program or regulation requirements.

Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.

6. Contract Term / Multiple Awards / Usage

Contract Term: H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

Multiple Awards: H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Texas Department of Motor Vehicles, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

No Guarantee of Usage: H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

7. Goal for DBE Contracting

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

Contractor agrees to work with and assist HGACBuy customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

8. Submission Contents Details / Required Documents / Uploads

8.1. Submission Upload Section

*8.1.1. Executive Summary Response**

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

Maximum response length: 3000 characters

*Response required

*8.1.2. Pricing**

Pricing must include Manufacturer's Suggested Retail Price (MSRP) or List Price and provide a **Percentage Discount from MSRP/List Price** which clearly indicates the percentage off from MSRP or List price that HGACBuy members would pay if purchasing from this contract. Respondents who are awarded contracts for these products/services will be required to provide HGACBuy comprehensive price lists for all base models and options included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract.

HGACBuy FS12-23 Solicitation
Base Response Price List
Respondent: Fire Trucks, Inc. ****EXAMPLE****

Category	Manufacturer	Model	Description
A - Wildland and Brush	Acme Inc.	Wild Attack 1	Ford F550, crew cab, 4x4, gas, 400 gal w/ 200 GPM pump
			Add as many lines as needed per category.
B - Aerial Fire Apparatus	Fire Trucks Inc.	Ladder Special xL	75' rear mount telescoping ladder, Blaster chassis, 4 door full tilt cab single axle
C - Pumper Fire Apparatus	Emergency Trucks	Pumper ET1	4 Door custom cab, full tilt, welded aluminum, single axle, 1000 GPM pump mid-mounted
D - Pumper-Tanker/Tender			
E - ARFF Vehicles			
F - Special Service Vehicles	Acme Inc.	Command XL	Communication/Command Center, Freightliner chassis, 35ft alum body
G - Fire/Rescue Boats H - Command Vehicles			
I - Electric/Alternative Fuel			
J - Apparatus Service/Maintenance Plans	Fire Trucks Inc.		FTI 5 year Service Plus Plan-- routine maintenance service calls and labor included--supply
K - Apparatus Parts/Supplies			
L - Published Options			Uploaded separately in Solicitation Section 9.1.4

Please download the below documents, complete, and upload.

- FS12-23_Base_Response_Price...

*Response required

*8.1.3. Customization Category Options**

Due to the highly specialized nature of these types of vehicles, all responses must include Customization Tables. These Customization Tables are meant to encompass those special/custom options that are not classified as the published "Manufacturer Standard Options", and which may be required to address custom configurations Fire Apparatus and other Special Service Vehicles. Respondent will group these options into broad categories and include specific options they would like to price within each of these customization categories. Respondent may quote as many categories as deemed necessary to cover any customization that may be required when building these custom emergency and specialty vehicles.

Please number and name each category accordingly. Below are some examples of customization categories and options that could be used when configuring these categories. The format shown below illustrates how these categories should be listed on your form. Respondent will provide a price range for each Category, and pricing should specify the low and high price range ($) for that specific category. This price range will apply to all options within the category (i.e. Category 1 – Chassis). Categories and pricing must be submitted on the Customization Category Options Pricing Sheet. Note: The sum of all Customization Category Options cannot exceed 25% of the total price (Base Model items + Published Options) on the HGAC Contractor Pricing Worksheet.

HGACBuy FS12-23 Solicitation
Customization Categories Pricing Sheet
Respondent: Fire Trucks Inc. ****EXAMPLE****

Category	Customization Description	Price
ExampleCab Customizations	Unpublished customization options for raised roof/extensions, seating, materials, dimensions, interior features...	$
ExampleChassis Customizations	Unpublished customization options for engine, wheel, axle, drivetrain, transmissions...	$
ExamplePump and Tank Customizations	Unpublished customization options for pump and tank placement, capacity, and materials ...	$
ExampleLight/Siren Customizations	Unpublished customization options for light and siren and warning customizations...	$
ExampleCompartment Customizations	Unpublished customization options for storage, compartments, consoles, cabinets...	$

Please download the below documents, complete, and upload.

- FS12-23_Customization_Categ...

*Response required

8.1.4. Published Options Listing/Catalog *

Please upload your Published Options Listing/Catalog or a link to your catalog.

*Response required

8.1.5. Distinguishing Services*

Please download the below documents, complete, and upload.

- Distinguishing_Services_v7....

*Response required

8.1.6. Business Practices and Operations

Please download the below documents, complete, and upload.

- Business_Practices_and_Oper...

8.1.7. Licenses / Certifications*

Provide any and all licenses and certificates as required by the Solicitation.

*Response required

8.1.8. Geographic Areas Served*

Submit information regarding at least the following on the form. Maps and graphics are useful (Be very specific as to geographic locations and capabilities).

1. Describe the company's Geographic Coverage and ability to meet the needs of Customers throughout the United States.

2. Detail the dealer network (nationwide) and describe how it will be used to provide products/services to H-GAC members nationwide.

3. Submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

Please download the below documents, complete, and upload.

- Geographic-Areas-Served.pdf

*Response required

8.1.9. Planned Authorized Retailers Distributors Dealers*

1. Provide a listing of all planned retailers/distributors, etc. that may be used during the term of this contract to deliver goods or services (awarded contractor remains responsible for the terms of the contract).

2. For each planned retailer/distributor, etc. Attach a current W-9.

3. If no authorized distributors are planned for use during a subsequent, then please provide a statement in your response that indicates no intent to use retailers/distributors, etc.

Please download the below documents, complete, and upload.

- Authorized-Dealer-Distribut...

*Response required

*8.1.10. References**

Please download the below documents, complete, and upload.

- References_v7.18.23.pdf

*Response required

*8.1.11. Warranty, Service, and Technical Manuals**

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

*Response required

8.2. Required Documents/Certifications/Confirmations Section

*8.2.1. Signature Page**

Please download the below documents, complete, and upload. **This form must be returned signed with the response or the submission will be deemed non-responsive and will be rejected.**

*If submitting a joint response, each party must complete and sign a Signature Page and all other required forms must be included (reference section 6.7. Structure of Response).

- Signature_Page_-_HGACBuy.pdf

*Response required

*8.2.2. Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation**

- Small-and-Minority-Women-Su...

*Response required

*8.2.3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts**

Please download the below documents, complete, and upload.

- Certification-Regarding-Deb...

*Response required

*8.2.4. Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States 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.

☐ Please confirm

*Response required

*8.2.5. Certification Regarding Drug-Free Workplace Requirements**

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

☐ Please confirm

*Response required

8.2.6. Filing Reports Form 1295 Certificate of Interested Parties*

Please download the below documents, complete, and upload. Download a blank Form here:

https://www.ethics.state.tx.us/filinginfo/1295/

- 1295.pdf

*Response required

8.2.7. Conflict of Interest Questionnaire*

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. https://www.ethics.state.tx.us/forms/conflict/

Please confirm to acknowledge that the form will be filed if applicable.

☐ Please confirm

*Response required

8.2.8. Contractor Status and Contact Form*

Please download the below documents, complete, and upload.

- Contractor-Status-and-Conta...

*Response required

8.2.9. No Excluded Nation or Foreign Terrorist Organization Certification*

Please download the below documents, complete, and upload.

- No-Excluded-Nation-Foreign-...

*Response required

8.2.10. HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form*

Please download the below documents, complete, and upload.

- HB89-SB52-Verification-Form...

*Response required

8.2.11. Company W-9*

Please upload a current compay W-9.

*Response required

*8.2.12. Solicitation Terms and Conditions Confirmation**

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the attachments.

☐ Please confirm

*Response required

9. Evaluation Criteria

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Products and Pricing** Price is competitive and all information is completed on the pricing sheets as set out in the submittal section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: https://www.gsa.gov/travel-resources	0-5 Points	45 *(45% of Total)*
2.	**Distinguishing Services** Completed Distinguishing Services form. Details outline to what extent Respondent can demonstrate and document services, and foster an atmosphere of quality and high performance in its organization. Practices that elevate Respondent beyond the average/minimum standards of other Respondents.	0-5 Points	20 *(20% of Total)*

3.	**Business Practices and Operations** Completed Business Practices and Operations form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the ability to effectively support this contract and HGACBuy members' needs; information is provided related to organizational structure, and includes key staff responsibilities. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, plus safety and insurance claims with which Respondent has been involved during the past five (5) years.	0-5 Points	10 *(10% of Total)*
4.	**Geographic Areas Served / Authorized Distributor** Detailed geographic coverage is provided and demonstrates the ability to meet the needs of Customers throughout the United States. If applicable, dealer network (nationwide) is provided and describes how it will be used to promote this program and provide products/services to H-GAC members nationwide. Approval letter from each manufacturer is submitted (when applicable); authorization letters include the regions in which equipment may be sold or serviced. A listing of all planned retailers/distributors (if applicable), etc. that may be used during the term of this contract to deliver goods or services is provided.	0-5 Points	10 *(10% of Total)*

5.	**Past Performance** An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measures listed below. Those with no history will receive the maximum for this criterion. NOTE: For joint responses, each party will be scored as outlined and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission. PERFORMANCE MEASURES (2% each) • Timely and accurate response to request for information and/or request for quotes/pricing • Timely delivery of product or services (as quoted at time of order placement) • Quality of products/service • Timely and accurate submission of Contractor's Activity Report • Timely payment of order processing charge	0-5 Points	10 *(10% of Total)*
6.	**References** Five (5) adequate references and examples of previous, similar work for government customers in comparable size and requirements are provided.	0-5 Points	5 *(5% of Total)*

10. Evaluation Process

In the event of any tie bids H-GAC may award a contract by drawing lots or by awarding to multiple contractors. If time permits the bidders involved shall be given an opportunity to attend the drawing. The drawing must be witnessed by at least three (3) persons and the contract file must contain the names and addresses of the witnesses and the person supervising the drawing. When an award is made by drawing by lot after receipt of equal low bids, the buyer must describe how the tie was broken by providing a written statement that the contract award was made in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot. This does not prohibit H-GAC from rejecting all bids.

An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **70** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

11. Presentation / Demo/ Interview and Best and Final

Presentation / Demonstration / Interview: The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

Best and Final Offer (BAFO): H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

12. Selection / Final Approval and Award

A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest. H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.

H-GAC reserves the right to accept or reject, in whole or in part, any or all responses received and to make an award on the basis of individual item, combination of items, or overall best value response, as it is deemed in the best interest of H-GAC and its Customers.

13. Debrief / Protest

Requesting a Debrief: Requests for a debriefing must be made in writing to HGACBuySolicitations@h-gac.com within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Resolution of Protested Solicitations: Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

A. Name, mailing address and business phone number of the complainant.

B. Appropriate identification of the procurement being questioned.

C. A precise statement of the reasons for the protest.

D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025230

[Proposal]

See following pages.

November 6, 2024

Buckeye Fire Department, AZ
One (1) Enforcer 100' Platform Aerial EM801
Build Location: Appleton, WI

Proposal Price	$1,779,632.00	
Arizona State Sales Tax @ 5.60%		99,659.39
Phoenix Sales Tax @ 2.70%		48,050.06
PHX Transportation Plan Tax @ 0.3% of $13,866.00		41.66
Total Bid Price Including Sales Tax		*$1,927,383.11*
Less chassis progress payment discount	(19,397.00)	
Less aerial device progress payment discount	(9,712.00)	
Less payment upon completion @ factory discount	(17,854.00)	
Less 100% pre-payment discount	(167,100.00)	
Subtotal including all pre-pay discounts	$1,565,569.00	
Arizona State Sales Tax @ 5.60%		87,671.86
Phoenix Sales Tax @ 2.70%		42,270.36
PHX Transportation Plan Tax @ 0.3% of $13,866.00		41.66
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$1,695,552.88*

Terms:

Price Expiration: The above pricing is valid until January 24, 2025.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Delivery: As currently configured, the unit qualifies for the Build My Pierce (BMP) program. The BMP program offers expedited delivery. As long as the unit stays within the BMP program, the expected delivery is 41 to 46 months. All changes to the apparatus will be communicated to the customer. If the changes made disqualify the unit for the BMP program, delivery will be extended and a price increase will be required. The current standard delivery time is 45.5 to 50.5 months.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$646,574.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. Aerial Device Progress Payment Discount: The aerial device payment in the amount of **$485,617.02** will be due **two (2)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the aerial device due date. If payment is not made when due the discount total will be added back to the final invoice.

iii. Payment Upon Completion at Factory Discount: If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iv. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, aerial device progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-23 valid until 11/30/2027 with a registered End User member Interlocal Contract. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$5,451.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$7,300.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) inspection trips at the factory will be performed. All associated expenses including airfare, lodging & meals will be the responsibility of the Customer. In the event the Customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the fire department.

Cancellation: Cancellation requests after order submission may be subject to cancellation fees.

Acceptance of Proposal:

a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.

b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.

i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.

ii. Purchase order must reference **"One (1) Enforcer 100' Platform Aerial EM801 dated 11/6/2024."**

iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

iv. Purchased order should reference, **"Purchased utilizing HGACBuy Contract FS12-23."**

v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____

Proudly serving you, while you serve your communities since 1987

Proposal Details Report

10/28/2024

Customer: Buckeye Fire Department
Bid Number: 801
Representative McDonald, Ed
Job Number:
Requirements Manager:
Organization: Hughes Fire Equipment, Inc
Description: Buckeye BMP 100' PAP
Chassis: Enforcer Chassis, PAP
Body: Aerial, Platform 100', No Pump, Alum Body

OptionCode	Type	Option	ProposalText
0766653		Boiler Plates, Aerial 100' Platform w/o Pump	Hughes Fire Equipment is pleased to submit a proposal to Buckeye Fire Department for a **Pierce® 100' Aerial Platform** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications. PIERCE MANUFACTURING was founded in 1913. Since then, we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land. Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market. Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification. In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment. Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment. **GENERAL DESIGN AND CONSTRUCTION** To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system. **QUALITY AND WORKMANSHIP** Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality. Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal. In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce. To demonstrate the quality of our products and services, a list of at least two (2) fire departments/municipalities that have purchased vehicles for a second time is provided. **DELIVERY** The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered. **MANUAL AND SERVICE INFORMATION** At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle. **SAFETY VIDEO** At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance. **PERFORMANCE TESTS** A road test will be conducted with the apparatus fully loaded and a continuous run of no less than

ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Hughes Fire Equipment by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

Commercial General Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence:
$1,000,000
Products/Completed Operations Aggregate:
$1,000,000
Personal and Advertising Injury:
$1,000,000
General Aggregate:
$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:
$1,000,000

Umbrella/Excess Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:
$3,000,000
Each Occurrence:
$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence:
$1,000,000
Products/Completed Operations Aggregate:
$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

		Umbrella/Excess Liability Insurance The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance: Each Occurrence: $25,000,000 Aggregate: $25,000,000 The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies. The required limits can be provided by one (1) or more policies provided all other insurance requirements are met. Coverage will be provided by a carrier(s) rated A- or better by A.M. Best. All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.
0018180	Single Source Compliance, Aerials	**SINGLE SOURCE MANUFACTURER** Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.
0584456	Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452	RFP Location: Appleton, Wisconsin	
0588609	Vehicle Destination, US	
0816491	Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	**NFPA 2024 STANDARDS** This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions. Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications. An official of the company will designate, in writing, who is qualified to witness and certify test results.
0533349	Aerial Fire Apparatus	
0588613	Vehicle Certification, Aerial w/o Pump	

0681279	Agency, Apparatus Certification, Aerial w/o Pump, U.L.	**NFPA COMPLIANCY** Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA". **INSPECTION CERTIFICATE** A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly. Visual structural inspections will be performed on all welds on both aluminum and steel ladders. On critical weld areas, or on any suspected defective area, the following tests will be conducted: Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device. A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device. Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components. In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit. **GENERATOR TEST** If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery. **BREATHING AIR TEST** If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.*
0816495	Certification, Vehicle Inspection Program, NFPA 1900	**VEHICLE INSPECTION PROGRAM CERTIFICATION** To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
0000114	Inspection Trip(s)	**INSPECTION TRIP(S)** The bidder will provide two (2) factory inspection trip(s) for 4 Department personnel and sales rep. customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.
0620362	Consortium, HGAC	
0535579	Not Required, Unit of Measure, (no pump, no tank)	
0030006	Bid Bond Not Requested	**BID BOND NOT REQUESTED** A bid bond will not be included. If requested, the following will apply: All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

0816574	Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond, PPI Terms	**PERFORMANCE BOND, 1 YEAR** The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 100 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.
0000007	Approval Drawing	**APPROVAL DRAWING** A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc. A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.
0002928	Electrical Diagrams	**ELECTRICAL WIRING DIAGRAMS** Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.
0728366	Enforcer Chassis, PAP	**ENFORCER CHASSIS** The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.
0000110	Wheelbase	**WHEELBASE** The wheelbase of the vehicle will be 270".
0000070	GVW Rating	**GVW RATING** The gross vehicle weight rating will be 82,000.
0729280	Frame Rails, 13.38 x 3.50 x .375, Enforcer	**FRAME** The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.
0889469	Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	**FRAME REINFORCEMENT** In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb. The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	**FRONT NON DRIVE AXLE** The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb. Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron. The center cross members and side plates will be constructed out of 80,000-psi yield strength steel. Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations. There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension. The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load. Camber at load will be zero degrees for optimum tire life. The ball joint bearing will be of low friction design and be maintenance free. Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided. The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle. The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase. The axle will have a turning angle of up to 45 degrees.
0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	**FRONT SUSPENSION** Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb. The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment. Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension. The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms. The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side. The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.
0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	**FRONT SHOCK ABSORBERS** KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322		Oil Seals, Front Axle	**FRONT OIL SEALS** Oil seals with viewing window will be provided on the front axle.
0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	**FRONT TIRES** Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor Max MSA, rated for 22,800 lb maximum axle load and 68 mph maximum speed.
0890369		Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot	The tires will be mounted on 22.50" x 12.25" steel disc type wheels with a ten (10)-stud, 11.25" bolt circle.
0625534	SP	Axle, Rear, Oshkosh TAK-4 T3, 52,640 lb, Rear Steer, 2 Axle, AXT/Enf/Imp/Vel	**REAR AXLE** The rear axle will be a tandem axle assembly, of the Oshkosh TAK-4® T3, Tight Turning Technology, independent suspension design, with the ability to support a mechanical rear axle steering system. Tandem rear axles will have a ground rating of 52,640 lb. The rear axles will be designed for specific use of the independent suspension. The rear independent suspension driving axles will be equipped with a carrier reduction of 1.69 to 1.00 with a planetary wheel end reduction of 3.55 to 1.00. Driving torque will be transmitted from the center differential to the planetary wheel drive by means of a half shaft. Oil fills and level checks will be required at the center differential and the planet wheel end locations. An inter-axle differential, which divides torque evenly between axles, will be provided with an indicator light mounted on the cab instrument panel. **REAR AXLE STEERING** The tandem rear axle assembly will include a mechanical rear steering system. The mechanical rear steering system will be applied to the both rear axles. The steering geometry will be designed to minimize tire scrub of the rear tandem axle tires while reducing the overall turning diameter of the apparatus. The mechanical rear steering system will not use electronic controls and will not have a means to be disengaged. Coordinated steering is the only steering mode supported by the mechanical steering system. Rear steering system is actuated by a mechanical means of connecting the front master/slave steering gear system to a rear axle master/slave steering gear system.

0544244	Top Speed of Vehicle, 60 MPH/96 KPH	**TOP SPEED OF VEHICLE** A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 mph/96KPH.
0639311	Suspen, Rear, Oshkosh TAK-4, Independent, 52,640 lb	**REAR SUSPENSION** The rear suspension will be an Oshkosh TAK-4® independent type with a minimum ground rating of 52,640 lbs. The independent suspension will be configured with upper and lower control arms with a spring seat for a coil spring mounted to the lower control arm. The spring tower will be integrated into the suspension frame mount. Each control arm has elastomeric bushings at the inner pivot locations with a ball joint bearing at the outer pivot location. All suspension pivot joints will be of a maintenance free design. The rear independent suspension will be provided with steering toe links providing tow adjustments and maintaining wheel control throughout the range of wheel travel. The independent suspension will be designed to provide maximum ride quality when traveling at highway speeds over improved roads or a moderate speeds over secondary road surfaces with minimal transfer of shock and vibration to the apparatus. Each independent suspension will utilize a coil type of spring. The design will allow for removal of the spring without the use of any spring compression. The rear suspension will provide a minimum wheel travel of 10.00", 6.00" jounce and 4.00" of rebound.
0000485	Oil Seals, Rear Axle	**REAR OIL SEALS** Oil seals will be provided on the rear axle(s).
0802662	Tires, Rear, Goodyear,Armor Max MSA,445/65R22.5,20ply, (AWS/IRS),Tand.FS Load Rat	**REAR TIRES** Rear tires will be four (4) Goodyear radials 445/65R22.50, 20 ply all-position Armor Max MSA tread, rated for 52,640 lb maximum axle load and 68 mph maximum speed.
0826900	Wheels, Rear, 22.50" x 13.00", Steel, Hub Pilot, Tandem, AWS/IRS	The tires will be mounted on 22.50" x 13.00" steel disc type wheels with a ten (10) stud,11.25" bolt circle.
0568081	Tire Balancing, Counteract Beads	**TIRE BALANCE** All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.
0620569	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	**TIRE PRESSURE MANAGEMENT** There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of 10 tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.
0801909	Lug Nut, Covers, Chrome	**CHROME LUG NUT COVERS** Chrome lug nut covers will be supplied on front and rear wheels.
0002045	Mud Flap, Front and Rear, Pierce Logo	**MUD FLAPS** Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0601010	Chocks, Wheel, SAC-44-E, Folding, Aerials	**WHEEL CHOCKS** There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.
0601009	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials	**Wheel Chock Brackets** There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

0821337	ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA 1900/ULC	**ANTI-LOCK BRAKE SYSTEM** The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels (rear axle of tandems). A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel sensor will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.
0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	**BRAKES** The service brake system will be full air type. The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance. The brake system will be certified, third party inspected, for improved stopping distance.
0581433	Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	The rear brakes will be Bendix®, Model ES1657D, 16.50" x 7.00" cam operated with automatic slack adjusters.
0735527	Air Compressor, Brake, Wabco 26.8 CI, Paccar	**AIR COMPRESSOR, BRAKE SYSTEM** The air compressor will be a Wabco single piston compressor with a 26.8 CI displacement.
0637583	Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	**BRAKE SYSTEM** The brake system will include: Brake treadle valve Heated automatic moisture ejector on air dryer Total air system capacity of 6,408 cubic inches Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi Spring set parking brake system Parking brake operated by a push-pull style control valve A parking "brake on" indicator light on instrument panel Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, will be provided with an automatic spring brake application at 40 psi A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa) 1/4 turn drain valves on each air tank The air tank will be primed and painted to meet a minimum 750 hour salt spray test. The air tanks will be painted black #98. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.
0617092	Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer	**BRAKE SYSTEM AIR DRYER** The air dryer will be a WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.
0000790	Brake Lines, Nylon	**BRAKE LINES** Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.
0000854	Air Inlet, w/Disconnect Coupling	**AIR INLET** One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.
0070810	All Wheel Lockup (Aerial/Tanker Chassis)	**ALL WHEEL LOCK-UP** An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.

0808515	Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	**ENGINE** The chassis will be powered by an electronically controlled engine as described below: Make: Paccar Model: MX Power: 510 hp at 1600rpm Torque: 1850 lb-ft at 1000rpm Governed Speed: 1900 rpm Emissions Certification: EPA 2027 Fuel: Diesel Cylinders: Six (6) Displacement: 13.7L Starter: DP60 Fuel Filters: Dual cartridge style with check valve, water separator, and water in fuel sensor The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.
0811409	Not Required, Engine Contingency Adjustment	
0001244	High Idle w/Electronic Engine, Custom	**HIGH IDLE** A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation. The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."
0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine	**ENGINE BRAKE** The compression release brake option is a fully integrated MX engine braking system. It utilizes the turbocharger and back pressure valve, but adds in a hydraulically operated compression brake to increase overall retarding power. To maximize the effectiveness of the compression brake the MX engine brake system works in conjunction with the turbocharger and back pressure valve. The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.
0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	**CLUTCH FAN** A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.
0644573	Air Intake, Water & Ember Screen, Saber FR/Enforcer	**ENGINE AIR INTAKE** The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille. The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine. The ember separator will be easily accessible by tilting the cab.
0814375	Exhaust System, Horizontal, Right Side	**EXHAUST SYSTEM** The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels and will extend 2.00" past the body rub rail. The exhaust pipes will be aluminized steel. There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

0788765	Radiator, Saber FR/Enforcer	**RADIATOR** The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards. For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes. The radiator core will have a minimum front area of 1060 square inches. Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability. The radiator will be compatible with commercial antifreeze solutions. The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain. The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap. A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.
0001090	Cooling Hoses, Rubber	**COOLANT LINES** Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing. Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.
0001125	Fuel Tank, 65 Gallon, Left Side Fill	**FUEL TANK** A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A 0.75" drain plug will be located in a low point of the tank for drainage. A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only." A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0889521	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF	**DIESEL EXHAUST FLUID TANK** A 7.3 gallon diesel exhaust fluid (DEF) tank will be provided and mounted under the cab on the driver's side. A fill inlet will be provided on the driver's side of the cab. The lift up door will be spring loaded and be polished stainless steel.
0552793	Not Required, Fuel Priming Pump	
0552712	Not Required, Shutoff Valve, Fuel Line	
0699437	Cooler, Chassis Fuel, Not Req'd.	
0690880	No Selection Required From This Category	
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	**TRANSMISSION** An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided. The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due. Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock). A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.

0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	**TRANSMISSION SHIFTER** A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation. The transmission ratio will be: 1st 3.51 to 1.00 2nd 1.91 to 1.00 3rd 1.43 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 6th 0.64 to 1.00 R 4.80 to 1.00
0684459	Transmission Oil Cooler, Modine, External	**TRANSMISSION COOLER** A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.
0001375	Driveline, Spicer 1810	**DRIVELINE** Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints. The shafts will be dynamically balanced before installation. A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.
0734211	Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	**STEERING** Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Paccar hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings. A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.
0802950	Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	**STEERING WHEEL** The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design. There will be a switch pod provided on the left side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. The following switches will be provided: Windshield wash Wiper intermittent speed increase Wiper intermittent speed decrease Hi/Lo wiper speed Wiper off
0690274	Logo/Emblem, on Dash	**LOGO AND CUSTOMER DESIGNATION ON DASH** The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: Buckeye The second row of text will be: Fire The third row of text will be: Department
0606299	Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays,12" H, SFR/Enf	**BUMPER** A one (1)-piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 12.00" high with a 1.50" top and bottom flange. The bumper will be 95.28" wide with 45 degree corners. The bumper will be metal finished and painted job color. The bumper will extend 26.00" from the face of the cab. The bumper extension frame will be fabricated using .38" gussets welded to 2.00" x 5.00" steel tubing running front to back with .50" front and rear plates mounted to the chassis frame. Fabricated "U" shaped channel supports the weight of the bumper and provides the main strength in frontal crash. .25" steel is formed into "C" shaped backing plates for mounting of the bumper and providing protection to the cab. The bumper extension's cross section is considered expendable, and a crush zone. The bumper is not intended for pushing other vehicles or objects. Tow hooks/eyes located under the bumper extension are for straight pull only.

0778092	Lift & Tow Package, Enforcer	**LIFT AND TOW MOUNTS** Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems. The lift and tow mounts with eyes will be painted the same color as the frame.
0002270	Tow Hooks, Chrome	**TOW HOOKS** Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.
0654109	Tray, Full Width, 26" Bumper, Under Slung Design,12"H Bumper,AXT/Qtm/SFR/DCF/Enf	**BUMPER TRAY** A full width bumper tray, constructed of smooth aluminum, will be located in the under slung bumper extension. The tray will be a bolted modular design, 9.25" deep. The tray will have capacity for Tool storage . Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided. **GRAVEL PAN** A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.
0629413	Cover, 8.5" Raised Alum Treadplate, Full Width Tray,Under Slung Bumper	**TRAY COVER** A bright aluminum treadplate cover will be provided over the full width tray. The cover will be raised approximately 8.50" above the gravel pan. The cover will be full width. The cover will be attached with a stainless steel hinge. The cover will be secured with D-ring latch on each side in the closed position and pneumatic stay arm on each side will hold the cover in the open position.

CAB
The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.
The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.
For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.
The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.
The front of the cab will be constructed of a 0.13" firewall plate, covered with a minimum 0.090" front skin thickness, and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.
The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.
The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.
The centerline of front axle to the rear of the cab will be 70.00" long.
The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.
The raised roof section of the crew cab will have a 58.00" wide x 10.00" high square notch in the center section of the roof. This will allow the aerial device to be bedded in the same location as a non-raised roof.
The floor to ceiling height inside the crew cab will be 54.50" in the center position and 64.50" in the outboard positions.
The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.
The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.
The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.
The cab will be a full tilt cab style.
A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

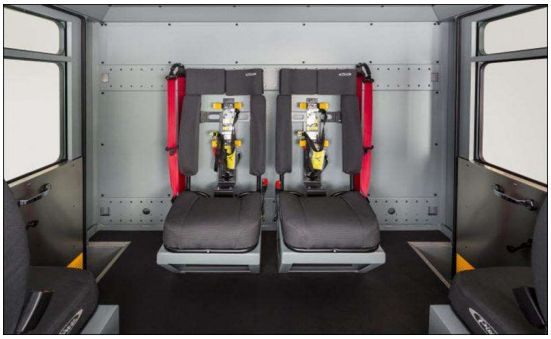
CAB ROOF DRIP RAIL
For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

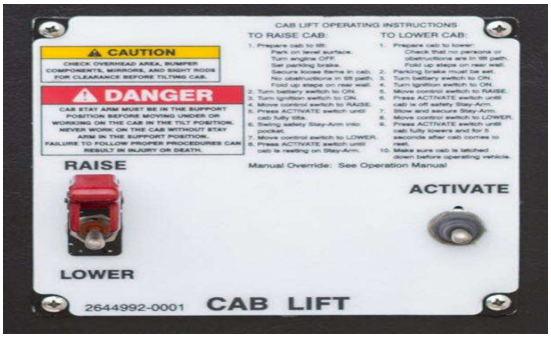
FENDER LINERS
Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD
A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS
Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.
The washer reservoir will be able to be filled without raising the cab.

Washer Reservoir Location

0826073	Engine Tunnel, X12, MX13, Foil Insul w/Mech Fasteners,Extreme Clim,Enf w/T3 Axle	**ENGINE TUNNEL** Engine tunnel side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room. The engine tunnel will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.
0810166	Cab Insulation, Extreme Climate, Foil Insulation, Enforcer/Saber FR	**INSULATION PACKAGE** All insulation utilized in the cab construction will be provided for extreme climate temperatures. The insulation will be provided in the following areas: Engine tunnel Cab and crew cab floors Cab and crew cab step wells Cab and crew cab doors Cab roof Cab and crew cab walls
0633594	Rear Wall, Interior, Adjustable Seating	**INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)** The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change. 
0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	**CAB REAR WALL EXTERIOR COVERING** The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.
0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer	**CAB LIFT** A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves. Lift controls will be located on the right side pump panel or front area of the body in a convenient location. The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal. The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position. The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. **Cab Lift Interlock** The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.



0695930	Grille, Bright Finished, Front of Cab, Enforcer	**GRILLE** A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.
0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	**DOOR JAMB SCUFFPLATES** All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.
0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	
0087357	Molding, Chrome on Side of Cab	**SIDE OF CAB MOLDING** Chrome molding will be provided on both sides of cab.
0521669	Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	**MIRRORS** A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

0648170 Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

Exterior Door Handle

Interior Door Handle

0655543 Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

0528958 Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer

MANUAL CAB DOOR WINDOWS

All cab entry doors will contain a conventional roll down window.

0638310 Steps, 4-Door Cab, Saber FR/Enforcer

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

0770194	Handrail, Exterior, Knurled, Alum, 4-Door Cab	**CAB EXTERIOR HANDRAILS** A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	**STEP LIGHTS** There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps. One (1) light for the left side cab access steps. Two (2) lights for the left side crew cab access steps. Two (2) lights for the right side crew cab access steps. One (1) light for the right side cab access step. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The lights will be activated when the battery switch is on and the adjacent door is opened.
0583698	Fenders, S/S on cab, Extra Wide, Saber/Enf	**FENDER CROWNS** Stainless steel fender crowns will be installed at the cab wheel openings.
0042105	No Windows, Side of Crew Cab	
0779033	Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	
0894089	Dash, Heavy Duty Metal, Enforcer	**CAB DASH** The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted to match the cab interior. The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior. The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.
0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	**CAB INTERIOR** The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service. The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew. For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum. The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling. The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs. All wiring will be placed in metal raceways. **CAB INTERIOR UPHOLSTERY** The cab interior upholstery will be 36 oz dark silver gray vinyl.
0753903	Cab Interior, Paint Color, Saber FR/Enforcer	**CAB INTERIOR PAINT** The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint. The rear heater panels will be painted black, vinyl textured paint.

0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	**CAB FLOOR** The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler. The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.
0819166	HVAC, Extreme-Duty, Enforcer, Paccar, CARE	**DEFROST/AIR CONDITIONING SYSTEM** A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area. **Cab Defroster** A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following: One (1) adjustable will be directed towards the left side cab window One (1) adjustable will be directed towards the right side cab window Six (6) fixed outlets will be directed at the windshield The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements. **Cab/Crew Auxiliary Heater** There will be no auxiliary heater provided in the rear facing seat risers. **Air Conditioning** A 13.10 cubic inch compressor will be installed on the engine. A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable. The condenser cover to be painted to match the cab roof. The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The evaporator unit will have a 80,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) will be directed towards the seating position on the left side of the cab Four (4) will be directed towards the seating position on the right side of the cab Adjustable air outlets will be strategically located on the rear plenum cover per the following: 12 will be directed towards crew cab area A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws. The air conditioner refrigerant will be R-134A and will be installed by a certified technician. **Climate Control** An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control. The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature. The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position. The system controller will be located within panel position #13. **Gravity Drain Tubes** Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.
0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	**SUN VISORS** Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab. There will be no retention bracket provided to help secure each sun visor in the stowed position.
0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	**GRAB HANDLES** A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

0583938 Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim

ENGINE COMPARTMENT LIGHTS
There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.
These light(s) will be activated automatically when the cab is raised.

0631830 Fluid Check Access, Saber FR/Enforcer, Arrow XT

ACCESS TO ENGINE DIPSTICKS
For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.
The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.
The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.

0583042	Side Roll and Frontal Impact Protection	**CAB SAFETY SYSTEM** The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following: A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event. A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions. A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system. A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt. A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt. Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall. Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event. Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event. **Frontal Impact Protection** The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected. The SRS system will deploy the following components in the event of a frontal or oblique impact event: Driver side front air bag Passenger side knee bolster air bag Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place **Side Roll Protection** The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints. The SRS system will deploy the following components in the event of a side roll: Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place
0622617	Seating Capacity, 6 Belted Seats	**SEATING CAPACITY** The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be six (6).
0636955	Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	**DRIVER SEAT** A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position. The seat will be furnished with a 3-point, shoulder type seat belt.
0636943	Seat, Officer, Pierce PSV, Fixed, High Back, Safety, PRIMARY, SFR/Enf	**OFFICER SEAT** A seat will be provided in the cab for the passenger. The seat will be a fixed type, with no suspension. The seat back will be a high back style with 9 degree fixed recline angle and side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt.

0620420	Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	**RADIO COMPARTMENT** A radio compartment will be provided under the officer's seat. The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure. A drop-down door with one (1) lift and turn latch will be provided for access. The compartment will be constructed of smooth aluminum and painted to match the cab interior.
0822580	Cabinet, Rear Facing, LS, 23 W x 39 H x 26.75 D, Web, Ext Acc, SFR/Enf	**REAR FACING LEFT SIDE CABINET** A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be 23.00" wide x 39.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings permanently fastened on the top with bar and hook style fastener with spring clip and hook on the bottom to secure it. The clear door opening will be 16.00" wide x 36.00" high. The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #1250 key. A web strap will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 17.00" wide x 34.00" high. The cabinet will include two (2) infinitely adjustable shelves with a 1.25" flanged down lippainted to match the cab interior. The cabinet will include no louvers. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum and painted to match the cab interior. **Cabinet Light** There will be one (1) Amdor H2O LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.
0102783	Not Required, Seat, Rr Facing C/C, Center	
0822239	Cabinet, Rear Facing, RS, 22 W x 39 H x 26.75 D, Web, Ext Acc, SFR/Enf	**REAR FACING RIGHT SIDE CABINET** A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be 22.00" wide x 39.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings permanently fastened on the left with bar and hook style fastener with spring hook and loop on the right to secure it. The interior clear door opening will be 15.00" wide x 36.00" high. The cabinet will include two (2) infinitely adjustable shelves with a 1.25" flanged down lippainted to match the cab interior. The cabinet will include no louvers. The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #1250 key. The door will be located on the side of the cab over the wheelwell. A web strap will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 34.00" high. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum and painted to match the cab interior. **Cabinet Light** There will be one (1) Amdor H2O LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.
0623854	Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, Hi-Back, Safety, SECONDARY, SFR/Enf	**FORWARD FACING DRIVER SIDE OUTBOARD SEAT** There will be one (1) forward facing seat provided at the driver side outboard position in the crew cab. The seat back will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following feature incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt.
0635959	Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, Hi-Back, Safety, SECONDARY, SFR/Enf	**FORWARD FACING CENTER SEATS** There will be two (2) forward facing seats provided at the center position in the crew cab. The seat backs will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seats will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following features incorporated into the side roll protection system: A seat safety system will be included. When activated, this system will pretension the seat belt. The seats will be furnished with a 3-point, shoulder type seat belt.

0623844	Seat, Fwd Fcng C/C, RS Otbrd, Pierce PSV, Hi-Back, Safety, SECONDARY, SFR/Enf	**FORWARD FACING PASSENGER SIDE OUTBOARD SEAT** There will be one (1) forward facing seat provided at the passenger side outboard position in the crew cab. The seat back will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seat will include the following feature incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt.
0566653	Upholstery, Seats In Cab, Turnout Tuff	**SEAT UPHOLSTERY** All seat upholstery will be black Turnout Tuff material.
0511471	No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010,Saber FR/Enf	
0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	**SEAT BELTS** All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards. The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position. The 3-point shoulder type belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location. Any flip up seats will include a 3-point shoulder type belts only. To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.
0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	**HELMET STORAGE PROVIDED BY FIRE DEPARTMENT** NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC S515:2024 edition, section 5.2, requires a location for helmet storage be provided. There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.
0647647	Lights, Dome, FRP Dual LED 4 Lts	**CAB DOME LIGHTS** There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	**ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS** The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed. The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0816997	Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	**PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT** The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.
0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	**CAB INSTRUMENTATION** The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership. **Gauges** The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance: Voltmeter gauge (volts): Low volts (11.8 VDC) Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly High volts (15.5 VDC)

Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Very low volts (11.3 VDC)
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Very high volts (16.0 VDC)
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Engine Tachometer (RPM)
Speedometer MPH (Major Scale), KM/H (Minor Scale)
Fuel level gauge (Empty - Full in fractions):
Low fuel (1/8 full)
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Very low fuel (1/32 full)
Red caution indicator on the information center with steady alarm
Amber caution light on gauge assembly
Engine Oil pressure Gauge (PSI):
Low oil pressure to activate engine warning lights and alarms
Red caution indicator on the information center with steady alarm
Amber caution light on gauge assembly
Front Air Pressure Gauges (PSI):
Low air pressure to activate warning lights and alarm
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Rear Air Pressure Gauges (PSI):
Low air pressure to activate warning lights and alarm
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Transmission Oil Temperature Gauge (Fahrenheit):
High transmission oil temperature activates warning lights and alarm
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Engine Coolant Temperature Gauge (Fahrenheit):
High engine temperature activates an engine warning light and alarms
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
Low fluid (1/8 full)
Amber indicator light in gauge dial
All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.
The following amber telltale lamps will be present:
Low coolant
Trac cntl (traction control) (where applicable)
Check engine
Check trans (check transmission
Aux brake overheat (Auxiliary brake overheat
Air rest (air restriction)
Caution (triangle symbol)
Water in fuel
DPF (engine diesel particulate filter regeneration)
Trailer ABS (where applicable)
Wait to start (where applicable)
HET (engine high exhaust temperature) (where applicable)
ABS (antilock brake system)
MIL (engine emissions system malfunction indicator lamp) (where applicable)
Side roll fault (where applicable)
Front air bag fault (where applicable)
The following red telltale lamps will be present:
Warning (stop sign symbol)
Seat belt
Parking brake
Stop engine
Rack down
The following green telltale lamps will be provided:
Left turn
Right turn
Battery on
The following blue telltale lamp will be provided:
High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.
Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.
Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control will have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

Engine diagnostic port
Transmission diagnostic port
ABS diagnostic port
Roll sensor diagnostic port
Command Zone USB diagnostic port
ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
Diesel particulate filter regeneration switch (where applicable)
Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function.

The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

Odometer
Trip mileage
PTO hours
Fuel consumption
Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	**AIR RESTRICTION INDICATOR** A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.
0543751	Light, Do Not Move Apparatus	**"DO NOT MOVE APPARATUS" INDICATOR** A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On." The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.
0509042	Messages, Open Dr/DNMT, Color Dsply,	**DO NOT MOVE TRUCK MESSAGES** Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged). The following messages will be displayed (where applicable): Do Not Move Truck DS Cab Door Open (Driver Side Cab Door Open) PS Cab Door Open (Passenger's Side Cab Door Open) DS Crew Cab Door Open (Driver Side Crew Cab Door Open) PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open) DS Body Door Open (Driver Side Body Door Open) PS Body Door Open (Passenger's Side Body Door Open) Rear Body Door Open DS Ladder Rack Down (Driver Side Ladder Rack Down) PS Ladder Rack Down (Passenger Side Ladder Rack Down) Deck Gun Not Stowed Lt Tower Not Stowed (Light Tower Not Stowed) Fold Tank Not Stowed (Fold-A-Tank Not Stowed) Aerial Not Stowed (Aerial Device Not Stowed) Stabilizer Not Stowed Steps Not Stowed Handrail Not Stowed Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.
0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	**SWITCH PANELS** The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliqués. The built-in switch panels will be located in the lower console or overhead console of the cab. Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout. The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.
0802946	Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	**WIPER CONTROL** Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located in the left hand pod of the steering wheel.
0002565	Hourmeter, Aerial Inside Cab	**HOURMETER - AERIAL DEVICE** An hourmeter for the aerial device will be provided and located within the cab display or instrument panel.
0002615	Switch, Aerial 12V Master	**AERIAL MASTER** There will be a master switch for the aerial operating electrical system provided.
0002617	PTO switch, w/light - aerial	**AERIAL PTO SWITCH** A PTO switch for the aerial with indicator light will be provided.

0820904	Wiring, Spare, 15 A 12V DC 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery switched power. The negative wire will be connected to ground. Wires will be protected to 15 amps at 12 volts DC. Power and ground will terminate TBD. Termination will be with 15 amp, power point plug with rubber cover. Wires will be sized to 125 percent of the protection. The circuit(s) may be load managed when the parking brake is set.
0821286	Wiring, Spare, 30 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery switched power. The negative wire will be connected to ground. Wires will be protected to 30 amps at 12 volts DC. Power and ground will terminate TBD. Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels. Wires will be sized to 125% of the protection. This circuit(s) may be load managed when the parking brake is set.
0821302	Wiring, Spare,12V DC, USB-A & C, Kussmaul 091-264 Cab Batt Dir 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 6 amps at 12 volts DC. Power and ground will terminate in the cab/crewcab TBD. Termination will be a Kussmaul part number 091-264 switch panel dual USB-A, 18 watt and USB-C, 45 watt SVR, charger socket. Wires will be sized to 125 percent of the protection. Battery direct loads cannot be Load Managed
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	**INFORMATION CENTER** An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing. The information center will have the following specifications: Operate in temperatures from -40 to 158 degrees Fahrenheit LCD optically bonded to hardened AR glass lens Five weather resistant user interface switches Grey with black accents Sunlight Readable Linux operating system Minimum of 1000nits rated display Display can be changed to an available foreign language A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. Programmed to read US Customary **General Screen Design** Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur: An amber background/text color will indicate a caution condition A red background/text color will indicate a warning condition The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages. A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol. **Home/Transit Screen** This screen will display the following: Vehicle Mitigation (if equipped) Water Level (if the water level system includes compatible communications to the information center) Foam Level (if the foam level system includes compatible communications to the information center) Seat Belt Monitoring Screen Tire Pressure Monitoring (if equipped) Digital Speedometer Active Alarms **On Scene Screen** This screen will display the following and will be auto activated with pump engaged (if equipped): Battery Voltage Fuel Oil Pressure Coolant Temperature RPM

Water Level (if equipped)
Foam Level (if equipped)
Foam Concentration (if equipped)
Water Flow Rate (if equipped)
Water Used (if equipped)
Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:
Diagnostics
Faults
Listed by order of occurrence
Allows to sort by system
Interlock
Throttle Interlocks
Pump Interlocks (if equipped)
Aerial Interlocks (if equipped)
PTO Interlocks (if equipped)
Load Manager
A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
The screen will indicate if a load has been shed (disabled) or not shed.
"At a glance" color features are utilized on this screen.
Systems
Command Zone
Module type and ID number
Module Version
Input or output number
Circuit number connected to that input or output
Status of the input or output
Power and Constant Current module diagnostic information
Foam (if equipped)
Pressure Controller (if equipped)
Generator Frequency (if equipped)
Live Data
General Truck Data
Maintenance
Engine oil and filter
Transmission oil and filter
Pump oil (if equipped)
Foam (if equipped)
Aerial (if equipped)
Setup
Clock Setup
Date & Time
12 or 24 hour format
Set time and date
Backlight
Daytime
Night time
Sensitivity
Unit Selection
Home Screen
Virtual Button Setup
On Scene Screen Setup
Configure Video Mode
Set Video Contrast
Set Video Color
Set Video Tint
Do Not Move
The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
Driver Side Cab Door
Passenger's Side Cab Door
Driver Side Crew Cab Door
Passenger's Side Crew Cab Door
Driver Side Body Doors
Passenger's Side Body Doors
Rear Body Door(s)
Ladder Rack (if applicable)
Deck Gun (if applicable)
Light Tower (if applicable)
Hatch Door (if applicable)
Stabilizers (if applicable)
Steps (if applicable)
Notifications
View Active Alarms
Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
Silence Alarms - All alarms are silenced
Timer Screen
HVAC (if equipped)
Tire Information (if equipped)
Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

0816633 Collision Mitigation, HAAS Alert (R2V), HA7

COLLISION MITIGATION
There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.
The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.
While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.
While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.
The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.
Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

0606249 Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor

VEHICLE DATA RECORDER
There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.
The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.
The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:
Vehicle Speed - MPH
Acceleration - MPH/sec
Deceleration - MPH/sec
Engine Speed - RPM
Engine Throttle Position - % of Full Throttle
ABS Event - On/Off
Seat Occupied Status - Yes/No by Position
Seat Belt Buckled Status - Yes/No by Position
Master Optical Warning Device Switch - On/Off
Internal clock syncs the time and date when a laptop is connected
Seat Belt Monitoring System
A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:
Seat Occupied & Buckled = Green LED indicator illuminated
Seat Occupied & Unbuckled = Red LED indicator with audible alarm
No Occupant & Buckled = Red LED indicator with audible alarm
No Occupant & Unbuckled = No indicator and no alarm
The seat belt monitoring screen will become active on the Command Zone color display when:
The home screen is active:
and there is any occupant seated but not buckled or any belt buckled with an occupant.
and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.
The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

0696439 Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area

RADIO ANTENNA MOUNT
There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

0816486	Camera, Pierce, LS Mux, RS, R, SD Cameras, CL714	**VEHICLE CAMERA SYSTEM** There will be a color vehicle camera system provided with the following: One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat. The following components will be included: One (1) SV-CW134639CAI SD Camera One (1) CS134404CI Side SD Camera All necessary cables
0814831	Not Required, Camera Switcher	**Camera Switcher** A camera switcher is not required.
0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	**ELECTRICAL POWER CONTROL SYSTEM** The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible. Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership. Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA. **Solid-State Control System** A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices. The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership. For increased reliability and simplified use the control system modules will include the following attributes: Green LED indicator light for module power Red LED indicator light for network communication stability status Control system self test at activation and continually throughout vehicle operation No moving parts due to transistor logic Software logic control for NFPA mandated safety interlocks and indicators Integrated electrical system load management without additional components Integrated electrical load sequencing system without additional components Customized control software to the vehicle's configuration Factory and field programmable to accommodate changes to the vehicle's operating parameters To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications: Module circuit board will meet SAE J771 specifications Operating temperature from -40 degrees Celsius to +70 degrees Celsius Storage temperature from -40 degrees Celsius to +70 degrees Celsius Vibration to 50g IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter) Operating voltage from eight (8) volts to 32 volts DC The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical. **Circuit Protection and Control Diagram** Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information. **On-Board Electrical System Diagnostics** The on-board information center will include the following diagnostic information: Text description of active warning or caution alarms Simplified warning indicators Amber caution indication with intermittent alarm Red warning indication with steady tone alarm Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process. **TCU Module with WiFi** An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz.

The module will communicate through a white WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.
The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.
The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.
The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.
The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:
12-volt 40-amp battery switched power
12-volt 60-amp ignition switched power
12-volt 60-amp direct battery power
There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.
The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.
EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

0896456 Prognostics, Electrical System

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.
The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.
Prognostics will include the following:
Engine oil and filter
Transmission oil and filter

0624253	Electrical System, Enforcer MUX	**ELECTRICAL** All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines: All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug). All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal. All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments. An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	**BATTERY SYSTEM** There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided: 950 CCA, cold cranking amps 190 amp reserve capacity High cycle Group 31 Rating of 3800 CCA at 0 degrees Fahrenheit 760 minutes of reserve capacity Threaded stainless steel studs Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity. The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.
0008621	Battery System, Single Start, All Custom Chassis	**BATTERY SYSTEM** There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel. **MASTER BATTERY SWITCH** There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system. An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.
0002698	Battery Compartment, Saber/Enforcer	**BATTERY COMPARTMENTS** Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel. Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound. **JUMPER STUDS** One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.
0812586	Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	**BATTERY CHARGER** There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided. The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

0814869	Location, Cab, Charger, Behind Driver Seat	The battery charger will be located in the cab behind the driver seat.
0811943	Panel, Remote Control, Kussmaul, Chief 091-266-RCP	**REMOTE CONTROL PANEL - BATTERY CHARGER** There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.
0814939	Location, Cab, Ind/Remote, Driver's Seat Riser	The battery charger indicator will be located on the driver's seat riser.
0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	**AUTO EJECT FOR SHORELINE** There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline inlet(s) will include red weatherproof flip up cover(s). There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting. The shoreline(s) will be connected to the battery charger. There will be a mating connector body supplied with the loose equipment. There will be a label installed near the inlet(s) that state the following: Line Voltage Current Ratting (amps) Phase Frequency
0026800	Shoreline Location	The shoreline receptacle will be located on the driver side of cab, above wheel.
0647728	Alternator, 430 amp, Delco Remy 55SI	**ALTERNATOR** A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

0092582	Load Manager/Sequencer, MUX	**ELECTRONIC LOAD MANAGER** An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system. For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed. The system will include the following features: System voltage monitoring. A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off. Sixteen available electronic load shedding levels. Priority levels can be set for individual outputs. High Idle to activate before any electric loads are shed and deactivate with the service brake. If enabled: "Load Man Hi-Idle On" will display on the information center. Hi-Idle will not activate until 30 seconds after engine start up. Individual switch "on" indicator to flash when the particular load has been shed. The information center indicates system voltage. The information center, where applicable, includes a "Load Manager" screen indicating the following: Load managed items list, with priority levels and item condition. Individual load managed item condition: ON = not shed SHED = shed **SEQUENCER** A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator. For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed. Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation. When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order. Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals: Cab Heater and Air Conditioning Crew Cab Heater (if applicable) Crew Cab Air Conditioning (if applicable) Exhaust Fans (if applicable) Third Evaporator (if applicable)
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	**HEADLIGHTS** There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille: the outside light on each side will contain a part number 055***1 low beam module the inside light on each side will contain a part number 055***1 high beam module the headlights to include chrome bezels The low beam lights will be activated when the headlight switch is on. The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.
0802935	Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf	**FRONT DIRECTIONALS** The front directional's will be Whelen®, Model M62T, 4.31" high x 6.75" wide x 1.37" deep directional lights with amber LEDs. The lens color(s) to be clear. The directional's will be housed in the same common bezel as the front warning light and will be located above the headlights. The housing to be polished and the trim shall be chrome. The flash pattern of the directional lights will be Steady On (Arrow).
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	**INTERMEDIATE LIGHT** There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	**CAB CLEARANCE/MARKER/ID LIGHTS** There will be seven (7) amber LED lights provided per the following: Three (3) amber LED identification lights will be installed in the center of the cab above the windshield. Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical. Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical. The lights will be installed without guards.
0647993	Lights, Clearance/Marker/ID, Platform, P25 LED, 5 Lts	**PLATFORM CLEARANCE/MARKER/ID LIGHTS** There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations: Three (3) amber LED identification lights will be installed on the front of the aerial basket, centered. Two (2) amber LED clearance/marker lights will be installed, one (1) on each corner of the aerial basket visible from the side and the front of the vehicle. The lights will be mounted with an aluminum guard.
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	**FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS** There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab. The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.
0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	**REAR CLEARANCE/MARKER/ID LIGHTING** There will be three (3) LED identification lights located at the rear installed per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following: To indicate the overall length of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the side All at the same height The lights will be mounted with no guard. There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
0602938	Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	**MARKER LIGHTS** There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck. These lights will be activated with the running lights of the vehicle.
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	**REAR FMVSS LIGHTING** The rear stop/tail and directional lighting included in the rear tail light housing will include the following: Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern. The lens color(s) to be clear.
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	**LICENSE PLATE BRACKET** One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus. One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.
0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	**LIGHTING BEZEL** There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.
0589905	Alarm, Back-up Warning, PRECO 1040	**BACK-UP ALARM** A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.
0817254	Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	**CAB PERIMETER SCENE LIGHTS** There will be four (4) Amdor, Model AY-LB-12HW0**, white LED strip lights provided, one (1) for each cab door that will meet NFPA ground lighting requirements. These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.
0768765	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Turntable Access	**BODY PERIMETER SCENE LIGHTS** There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, with white LED's, 12 volt lights provided. The lights will be mounted in the following locations: One (1) light under the driver's side turntable access steps One (1) light under the passenger's side turntable access steps The perimeter scene lights will be activated when the battery switch is on and the parking brake is applied.
0896454	Enhanced Software for Perimeter Lts	**ENHANCED SOFTWARE FOR PERIMETER LIGHTS** All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected. The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	**12 VOLT LIGHTING** There will be one (1) Whelen® Model P*H2*, 17,750 lumens 12 volt DC light(s) with a combination of flood and spot optics provided on the front visor, centered. The housing(s) painted parts of this light assembly to be white. The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel. These light(s) may be load managed when the parking brake is applied.
0709438	Lights, Walk Surf, FRP Flood, LED	**WALKING SURFACE LIGHT** There will be Model FRP, 4.00" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body. The light(s) will be activated when the body step lights are on.
0020536	Aerial, Platform 100', No Pump, Alum Body	
0554269	Body Skirt Height, 18"	
0597794	Cargo Area Construction, No Pump (PAP)	**CARGO AREA** The cargo area will be fabricated of .125" 5052 aluminum with a 38,000 psi tensile strength. The sides will not form any portion of the fender compartments. The upper edges of the side panels will have a double break for rigidity. The cargo area will be located ahead of the ladder turntable. Flooring of the cargo area will be aluminum treadplate.
0723547	Painted Hose Bed/Cargo Area	The hose bed/cargo area interior will be painted to match the lower body color.

0735733		Turntable Steps-Morton Cass, Swing Down,LS/RS,Ascend TA,PAL,PAP,Handhld Cut Outs	**TURNTABLE STEPS** Steps to access the turntable from the left and right side will be provided just behind the compartmentation. No bottom flip step to be provided. The bottom step will have a step height not exceeding 24.00" from the ground to the top surface of the step at any time. All steps will have a height no greater than 14.00" from top surface to top surface. The steps will be a swing-down design, with the stepping area made of Morton Tread-Grip® channel. The stepwell will be lined with bright aluminum treadplate to act as scuffplates. The steps will be connected to the "Do Not Move Truck" indicator. A knurled aluminum handrail will be provided on each side of the access steps. A hand hold will be provided in the left and right side of each set of access steps.
0892656		Lights, Step (6), P25 LED, Each Side	**STEP LIGHTS** There will be three (3) white LED step lights with chrome housing provided for each set of aerial turntable access steps. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The step lights will be activated when the parking brake is applied.
0690023		Wall, Rear, Smooth Aluminum	**SMOOTH ALUMINUM REAR WALL** The rear wall will be smooth aluminum.
0029503		Tow Eyes (2), Painted Lower Job Color, Aerial	**TOW EYES** Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the torque box. The inner and outer edges of the tow eyes will be radiused. Each tow eye will be rated for 9000lb and painted to match the lower job color.
0013639		Construction, Compt, Alum, PAP	**COMPARTMENTATION** Compartmentation will be fabricated of 0.125" 5052 aluminum. The side compartments are an integral assembly with the rear fenders. Fully enclosed rear wheel housings will be provided to prevent rust pockets and for ease of maintenance. Due to the severe loading requirements of this aerial, a method of compartment body support suitable for the intended load will be provided. The backbone of the support system will be the chassis frame rail, which is the strongest component of the chassis and is designed for sustaining maximum loads. A support system will be used which will incorporate a floating substructure by using Neoprene Elastomer isolators to allow the body to remain rigid while the chassis goes through its natural flex. The isolators will have a broad range of proven viability in vehicular applications, be of a fail safe design, and allow for all necessary movement in three (3) transitional and rotational modes. This will result in a 500 lb equipment rating for each lower compartment of the body. The compartmentation in front of the rear axle will include a 3.00" steel support assemblies which are bolted to the chassis frame rails. A steel framework will be mounted to the body above these support assemblies connected to the support assemblies with isolators. There will be one (1) support assembly mounted to each chassis frame rail. The compartmentation behind the rear axle will include 3.00" steel support assemblies which are bolted to the chassis frame rails and extend underneath to the outside edge of the body. The support assembly will be coated to isolate the dissimilar metals before it is bolted to the body. There will be one (1) support assembly mounted to each chassis frame rail. Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip. The compartment door openings are framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle. Drip protection is provided over all door openings by means of bright aluminum extrusion or formed bright aluminum treadplate. Side compartment tops will be covered with bright aluminum treadplate with a 1.00" rolled over edge on the front, rear and outward side. The covers are fabricated in one (1) piece and have the corners welded. A bright aluminum treadplate cover will be provided on the front wall of each side compartment. All screws and bolts which protrude into a compartment will have acorn nuts at the ends to prevent injury. The body design has been fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, stress coating and strain gauging have been performed with special attention given to fatigue life and structural integrity of the compartment body and substructure. **AGGRESSIVE WALKING SURFACE** All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. **LOUVERS** All body compartments will have a minimum of one (1) set of louvers stamped into a wall to provide the proper airflow inside the compartment and to prevent water from dripping into the compartment. These louvers will be formed into the metal and not added to the compartment as a separate plate.
0780636	SP	Compt w/No Pump, 60" Wide w/Rollup Door, Raised Roof Cab Height, w/Device Notch	**COMPARTMENT IN PLACE OF PUMP** A roll-up door compartment will be installed in place of the pump and pump panel. It will be approximately 54.25" wide x 24.50" deep in the lower area and transversed in the top portion of the compartment. The height will match that of the raised roof portion of the cab. The door opening will be approximately 51.25" wide. The transverse portion of the compartment will vary depending on chassis and engine combination. The top, center portion of the compartment will be notched as needed for the aerial device.

0891796	Compt, LS F/H F/D, Roll Drs, 100' PAP, No Pump No Tank	**LEFT SIDE COMPARTMENTATION** A full height roll-up door compartment ahead of the rear wheels will be 41.75" wide x 56.38" high x 24.25" deep inside with a clear door opening of 38.75"wide x 56.38" high. One (1) roll-up door compartment will be located above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside with a clear door opening of 63.75" wide x 25.50" high. A compartment will be located above the front stabilizer. The compartment will be approximately 24.25" wide x 15.50" high x 24.25" deep with a door opening of approximately 18.50" wide x 12.75" high. A single pan smooth aluminum painted to match the upper body color door, hinged on the rear body side with a SouthCo C2 chrome raised trigger lever latch will be provided.
0091709	Compt, LS Turntable, F/H F/D, Roll Dr & Lift Dr, 100' PAP	There will be one (1) compartment located below the turntable with a lift-up door. The compartment will be 39.38" wide x 18.38" high x 21.25" deep with a door opening of 35.00" wide x 14.88" high. A full height roll-up door compartment behind the rear wheels will be 43.75" wide x 49.25" high x 21.25" deep. The clear door opening will be 40.75" wide x 41.62" high.
0023672	Compt, IPO Stairs, Not Required, LS	
0020723	Compt, RS F/H F/D, Roll Drs, w/o Chute, 100' PAP	**RIGHT SIDE COMPARTMENTATION** A full height roll-up door compartment, ahead of the rear wheels, will be 41.75" wide x 56.38" high x 24.25" deep inside with a clear door opening of 38.75" wide x 56.38" high. One (1) roll-up door compartment will be located above the fender compartments and over the rear axles. The compartment will be 72.13" wide x 33.25" high x 24.25" deep inside with a clear door opening of 63.75" wide x 25.50" high. A compartment will be located above the front stabilizer. The compartment will be approximately 24.25" wide x 15.50" high x 24.25" deep with a door opening of approximately 18.50" wide x 12.75" high. A single pan polished stainless steel door, hinged on the rear body side with a flush lift and turn latch will be provided.
0020956	Compt, RS Turntable, F/H F/D, Roll Drs, 100' PAP	A full height roll-up door compartment, behind the rear wheels, will be 43.75" wide x 49.25" high x 21.25" deep. The clear door opening will be 40.75" wide x 41.62" high. There will be one (1) compartment located below the turntable, with a roll-up door. The compartment will be 39.38" wide x 18.38" high x 21.25" deep with a door opening of 33.75" wide x 10.75" high.
0023673	Compt, IPO Stairs, Not Required, RS	
0594007	Doors, Amdor, Rollup, Side Compartments	**SIDE COMPARTMENT ROLLUP DOORS** There will be eight (8) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors. Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement. Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingression. The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials. Bottom panel flange of roll-up door will be equipped with two (2) cut-outs to allow for easier access with gloved hands. A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 1250 for all compartment doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals. All injection molded roll-up door wear components will be constructed of Type 6 nylon. Each roll-up door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door. The header for the roll-up door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.
0556162	Not Req'd, Compt Blister in Front of Rear Axle	
0018820	Bumper, Rear, 5" w/Treadplate Cover, Ascendant Tandem, PAP, PAL, RMAP	**REAR BUMPER** A 5.00" rear bumper will be furnished. Bumper will be constructed of steel framework and will be covered with polished aluminum treadplate. The bumper will be 4.00" deep x 5.00" high and will be spaced away from the body approximately 1.00". It will extend the full width of the body.

0603711		Guard, Drip Pan, S/S, Rollup Door, Aerial	**DOOR GUARD** There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the rollup door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed on the left side rearward compartment, left side forward over the wheel compartment, left side forward compartment, right side rearward compartment, right side forward over the wheel compartment, right side forward compartment and rear compartment.
0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	**COMPARTMENT LIGHTING** There will be nine (9) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s). Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb. Opening the compartment door will automatically turn the compartment lighting on.
0603420		Shelf Tracks, Painted, Aerial	**MOUNTING TRACKS** There will be six (6) sets of tracks for mounting shelf(s) in LS1, LS3, LS4, RS1, RS3 and RS4. These tracks will be installed vertically to support the adjustable shelf(s) and will be full height of the compartment. The tracks will be painted to match the compartment interior.
0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	**ADJUSTABLE SHELVES** There will be seven (7) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. The shelves will be held in place by .12" thick stamped plated brackets and bolts. The location(s) will be determined at a later date.
0603763		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 2G Aerial	**SLIDE-OUT FLOOR MOUNTED TRAY** There will be four (4) floor mounted slide-out tray(s) provided. Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position. Each tray will be constructed of aluminum painted spatter gray. There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2. To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slides will require no more than a 50 lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand. The location(s) will be RS1, RS4, LS1 and LS4.
0646559		Tray, Floor Mounted, Utility, One Way Slide-Out, 500lb, 3" Sides, 1/2 Trans	**ONE WAY UTILITY SLIDE-OUT FLOOR MOUNTED TRAY** There will be four (4) floor mounted utility slide-out tray(s) provided 2 in LS6 of equal size as wide as possible to fill available width between ladder cradle bump out and rear compartment wall. 2 in RS6 of equal size as wide as possible to fill available width between ladder cradle bump out and rear compartment wall.. Each tray will be rated for up to 500lb in the extended position. The tray (s) will be constructed of .19" thick aluminum for the tray bottom and special aluminum extrusions for the tray sides, ends and tracks. The corners will be welded. The finish will be painted spatter gray. The tray will be 3.00" high x half the depth of the transverse compartment x as wide as possible for the compartment. The tray will be supported with a minimum of six (6) ball bearing rollers. The tray will slide out two thirds (2/3) of its length in one direction. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.
0709383	SP	Toolboard, Pac Trac, Double Faced, Added to 1/2 Transverse Slide-Out Tray	**TOOLBOARD ADDED TO HALF DEPTH SLIDE-OUT TRAY** An aluminum toolboard will be provided and mounted in a slide-out tray that is half the depth of a transverse compartment (tray not included). The toolboard will be made of Pac Trac, model 7040 double faced track. A 1.00" x 1.00" aluminum tube frame will be provided on the edge of the toolboard. The toolboard will span the full depth of the slide-out tray and will be as tall as possible for the specified mounting location. The toolboard will be mounted on aluminum tracks to allow for side to side adjustment within the tray. The total capacity rating of the toolboard will vary depending on the tray it is mounted in (capacity rating for the toolboard will match the capacity rating of the tray it is mounted in). A total of Four (4) toolboard(s) will be provided and mounted in the slide-out tray(s) located Affixed as part of floor mounted trays, centered in trays, full height half depth transverse compartment, 2 in RS 6, 2 in LS6..

0004016	Rub Rail, Aluminum Extruded, Side of Body	**RUB RAIL** Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail. Trim will be 2.12" high with 1.38" flanges turned outward for rigidity. The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.
0802978	Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 2G, Two Pair	**BODY FENDER CROWNS** Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion. The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown. **BODY FENDER LINER** A aluminum painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.
0804426	Compt, Air Bottle, Single, Round, Fender, Bolt-In, Tandem Aerials	**SINGLE AIR BOTTLE STORAGE COMPARTMENT** A quantity of eight (8) air bottle compartments, 7.75" in diameter x 26.00" deep, will be provided on the left side, two single compartments between the tandem rear wheels, on the right side, two single compartments between the tandem rear wheels, on the left side forward of the rear wheels, on the left side rearward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A polished stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal. Inside the compartment, black rubber matting will be provided.
0004218	Ladder, 35' Duo-Safety 1200A 2-Sect	**EXTENSION LADDER** There will be one (1) 35' two (2) section aluminum Duo-Safety Series 1200-A extension ladder(s) provided.
0004222	Ladder, 24' Duo-Safety 900A 2-Section	**AERIAL EXTENSION LADDER** There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the aerial torque box.
0004232	Ladder, (2) 16' Duo-Safety 875A Roof	**ROOF LADDERS** There will be two (2) 16' aluminum Duo-Safety Series 875-A roof ladders provided.
0004233	Ladder, 14' Duo-Safety Fresno 701	**AERIAL ATTIC EXTENSION LADDER** There will be one (1) 14' Fresno aluminum Duo-Safety Series 701 attic extension ladder(s) provided.
0004246	Ladder, 10' Duo-Safety Folding, 585A	**AERIAL FOLDING LADDER** There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the aerial torque box.
0042207	Ladders Stored in Torque Box, Gortite Roll, Ascendant TA, PAL, PAP	**GROUND LADDER STORAGE** The ground ladders are stored within the torque box and are removable from the rear. Ladders will be enclosed to prevent road dirt and debris from fouling or damaging the ladders. The ladders rest in full length stainless steel slides and are arranged in such a manner that any one ladder can be removed without having to move or remove any other ladder. A Gortite rollup door will be provided at the rear, double faced, aluminum construction, and an anodized satin finish. A polished stainless steel lift bar to be provided for the rear roll-up door. The latching mechanism will consist of a full length lift bar lock with latches on the outer extrusion of the door frame. A stainless plate with a 2-bend flange and a stainless steel hinge will be provided to secure the aerial ladder complement. The plate assembly will be mounted to the bottom of the entrance of the torque box ladder storage area. When the plate is vertical, it will secure the ladders and prevent them from migrating to the rear of the apparatus. When the plate is down and not securing the ladders, the rollup door can not close, which will activate the "Open Door Indicator Light" within the cab. The rollup door together with hinge friction will secure the plate in place during driving operations. A door guard will be provided to prevent tools inside the torque box from damaging the rollup door.
0602108	Lights, Torque Box Ladder Storage, Truck-Lite 40227C 2lts, Incd, Round 4"	**LADDER STORAGE LIGHTING** There will be two (2) Truck Lite Model 40227C, 4.00" white incandescent lights with Model 40700, grommets used to illuminate the torque box ladder storage compartment. One (1) each side will be located on the side wall of the torque box near the ladder storage entry area. The lights will be activated when the ladder storage compartment door is opened.

0775907	Pike Pole, 12' DUO Safety, Fiberglass	**PIKE POLES** There will be two (2) 12' Duo Safety pike pole(s) with fiberglass handles provided. The pike pole (s) will be stored in tubular holders located in the ground ladder storage compartment.
0789564	Pike Pole, 8' DUO Safety, Fiberglass, Aerial	**8' PIKE POLE** There will be two (2) 8' Duo Safety pike pole(s) with fiberglass handle provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.
0789566	Pike Pole, 6' DUO Safety, Fiberglass, Aerial	**6' PIKE POLE** There will be one (1) 6' Duo Safety pike pole(s) with fiberglass handle provided. The pike pole(s) will be stored in tubular holders located in the ground ladder storage compartment.
0789586	Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	**3' PIKE POLE** There will be two (2) 3' Duo Safety pike pole(s) with fiberglass shaft and "D" handles shipped loose.
0770578	Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	**PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE** There will be ABS tubing provided in the torque box/ladder storage area for a total of six (6) pike poles. If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.
0024388	No Steps Required, Front Of Body	
0887754	Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange	**AIR HORN SYSTEM** Two (2) Hadley, rectangular bell air horns will be provided . The horns will be mounted low through the lower bumper flange. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent the loss of air in the air brake system.
0606835	Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	**Air Horn Location** The air horns will be located on each side of the bumper, towards the outside.
0757092	Control, Air Horn, Multi Select	**Air Horn Control** The air horn(s) will be activated by the following:
0757084	Control, Air Horn, Horn Ring	Steering wheel horn ring with electric/air horn selector switch
0525667	Siren, Wln 295SLSA1, 100 or 200 Watt	**ELECTRONIC SIREN** A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the driver side center switch panel.
0076156	Control, Elec Siren, Head Only	The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.
0601306	Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	**SPEAKER** There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.
0601565	Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	The speaker(s) will be recessed in the center of the front bumper.

0895310		Siren, Federal Q2B	**AUXILIARY MECHANICAL SIREN** There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B will be chrome finish. The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on. The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.
0602078	SP	Siren, Mechanical, Recessed In Bumper, Flush with Bumper Face	The mechanical siren will be recessed in the front bumper on the left side. The siren will be supported by the bumper framework. The face of the siren will be flush with the face of the bumper. The hole in the bumper face will match the face of the siren.
0748305		Control, Mech Siren, Multi Select	**MECHANICAL SIREN CONTROL** The mechanical siren will be activated by the following:
0748282		Control, Mech Siren, Ft Sw LS	Left side foot switch.
0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.
0746353		Not Required, Warning Lights Intensity	
0606715		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR	**FRONT ZONE UPPER WARNING LIGHTS** There will be two (2) 21.50" Whelen Freedom IV LED lightbars mounted on the cab roof, one (1) on each side, above the driver's and passenger's door, facing forward. The driver's side lightbar will include the following: One (1) red flashing LED module in the outside end position. One (1) red flashing LED module in the outside front corner position. One (1) red flashing LED module in the outside front position. One (1) red flashing LED module in the inside front position. One (1) red flashing LED module in the inside front corner position. The passenger's side lightbar will include the following: One (1) red flashing LED module in the inside front corner position. One (1) red flashing LED module in the inside front position. One (1) red flashing LED module in the outside front position. One (1) red flashing LED module in the outside front corner position. One (1) red flashing LED module in the outside end position. There will be clear lenses included on the lightbar. There will be a switch in the cab on the switch panel to control the lightbars.
0056848		Lights, Frnt Zn Upr, Pltform, Wln, 50R03ZRR Super 500 LED, Red 3lts	**FRONT ZONE UPPER LIGHTING, PLATFORM** Three (3) Whelen, Model: 50R03ZRR red flashing Super LED lights will be located at the front of the platform basket. These lights are required to meet the front upper level optical warning and optical power requirements of NFPA. The lights will be controlled by the same switch as the lightbars. These lights will be deactivated when the boom is lifted out of the cradle.
0016380		No Additional Lights Req'd, Side Zone Upper	
0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl	**LIGHTS, FRONT ZONE LOWER** Two (2) Whelen model M6*C LED flashing warning lights will be installed on the cab face above the headlights, in a common bezel with the directional lights. The driver's side front warning light to be red. The passenger's side front warning light to be red. Both lights will include a clear lens. There will be a switch located in the cab on the switch panel to control the lights.
0653937		Flasher, Headlight Alternating	**HEADLIGHT FLASHER** The high beam headlights will flash alternately between the left and right side. There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on. The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

0540679	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	**SIDE ZONE LOWER LIGHTING** There will be four (4) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following: Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red. Two (2) lights, one (1) each side above rear wheels. The side rear lights to be red. The lights will include a clear lenses. There will be a switch in the cab on the switch panel to control the lights.
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	**REAR ZONE LOWER LIGHTING** There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus. The driver's side rear light to be red The passenger's side rear light to be red Both lights will include a lens that is clear. There will be a switch located in the cab on the switch panel to control the lights.
0088745	Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	**REAR/SIDE ZONE UPPER WARNING LIGHTS** There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons. The color of the lights will be red LEDs with both domes clear.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0791501	Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	**TRAFFIC DIRECTING LIGHT** There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus. The Whelen, Model TACTL5, control head will be included with this installation. The controller will be energized when the battery switch is on. The auxiliary flash not activated.
0530074	Location, TDL, On Top of Body Below Turntable w/Treadplate Box	This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0784643	Aerial, 100' Pierce Platform, 35 MPH Wind Rating, 400lb Tip Load Allowance	**THREE SECTION 100' AERIAL PLATFORM** **General Information** It is the intent of these specifications to describe a telescoping, elevating platform. The unit will consist of a three (3) section, steel ladder with a self-leveling basket attached, to the ladder fly section. **Operation on Grades** The aerial unit will be capable of operating safely, on any slope up to 10 degrees at full capacities. (Operation beyond this limit will be at the operator's discretion.) **Construction Standards** The ladder will be constructed to meet all of the requirements as described in the current edition of applicable NFPA standards. These capabilities will be established in an unsupported configuration. All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50 percent of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA standard. All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20 percent of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current NFPA standard. The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface. The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning. With the aerial device out of the cradle in the in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows. All welding will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.

All material and welds will have a structural safety factor of 2:1. This will be derived from taking into account structure weight, payload, wind load, ice load, and nozzle reactions.
The aerial device will be capable of operating in wind conditions of up to 35 mph and icing conditions of up to a 0.25" coating over the aerial structure.
All of the design criteria must be supported by the following test data:
Strain gage testing of the complete aerial device
Analysis of deflection data taken while the aerial device was under test load
The following standards for materials are to be used in the design of the aerial device:
Materials are to be certified by the mill that manufactured the material
Materials that are certified or recertified by vendors other than the mill will not be acceptable
Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification.

Ladder Construction

The ladder will be comprised of three (3) sections and will extend to a nominal height, of 100' above the ground, as measured by 1901 recommendations. The ladder (handrails, baserails, trusses, k-braces and rungs) will be constructed of welded, high strength steel certified by the manufacturer as being a minimum of 70,000 pounds per square inch of yield strength. Each section will be trussed diagonally, vertical and horizontally using round steel tubing. All critical points will be reinforced, for extra rigidity, and to provide a high strength-to-weight ratio. All ladder rungs will be round and welded to each section in two (2) places with "K" bracing for lateral and torsional rigidity.
The inside width dimensions of the ladder will be:
Base Section:
38.75"
Mid Section:
28.88"
Fly Section:
21.50"
The height of the handrails above the centerline of the rungs will be:
Base Section:
31.31"
Mid Section:
26.82"
Fly Section:
22.75"

Vertical Height

The height of the unit will extend to no less than 100', as measured by a plumb line from the top surface of the basket handrail assembly to the ground, with the basket raised to a 75 degree angle. The aerial device will be measured, in this manner, for accurate comparison.

Horizontal Reach

The rated horizontal reach will be 93'. The measurement of horizontal reach will be consistent with NFPA standards.

Mounting of Elevating Platform

The aerial device will be rear mounted, to a torque box, on the truck chassis. Midship mounted aerial devices will not be acceptable.

Torque Box

A "torsion box" subframe will be installed between the two sets of stabilizers. The torque box will be constructed of 0.312" steel plate (50,000 lb per square inch yield) with steel tubing reinforcement, on each side of the box, in the turntable area. The dimensions of the torque box will be 41.00" wide x 29.00" high x 253.50" long. The torque box subframe assembly will be capable of withstanding all torsional and horizontal loads when the unit is on the stabilizers. The torque box will be bolted to the chassis frame rails using thirty-two 0.750" SAE grade 8 bolts with nuts.

Turntable

The turntable will be coated with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA standard.
The turntable will measure 81.00" long x 96.00" wide. The turntable will include an enclosure for the hydraulic valves and rotation motor, which will also serve as a step, for access to the ladder. The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface.

Elevation System

Two (2) double acting, lift cylinders will be utilized to provide smooth, precise elevation from 5 degrees below horizontal to 75 degrees above horizontal. The lift cylinder will be attached to each side of the base section. The lift cylinder rod will be chrome plated, to provide smooth operation of the aerial and reduce seal wear. The lift cylinders will be equipped with integral holding valves located in the cylinder, to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel. The integral holding valves will NOT be located in the transfer tubes.
The elevation system will be controlled by the microprocessor. The microprocessor will provide the following features:
Collision avoidance of the elevation system to prevent accidental body damage
Automatic deceleration when the aerial device is lowered into the cradle
Automatic deceleration at the end of stroke, in maximum raise and lower positions
Deceleration of the aerial device from 0 to -5 degrees

Extension/Retraction System

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. For safety, systems that use only a single extension/retraction system will not be acceptable. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.
Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of

the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.
The extension/retraction system will be controlled by the microprocessor. The microprocessor will provide the following features:
Automatic deceleration at the end of stroke, in maximum extend and retract positions
Controls the rate of retraction while flowing water
All sheaves will be greaseless and all sheave pins and pivot pins will be polished stainless steel.

Rotation System

A 54.00" external tooth, monorace swing circle bearing will be used for the rotation system and will provide 360 degree continuous rotation. To insure proper bearing installation, both the open base bearing plate and the turntable bearing plate will be milled surfaces. The bearing will be bolted to the turntable and the base plate by a minimum of sixty grade 8, 0.88" bolts. Two (2) hydraulically driven, planetary gear boxes with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. Two (2) spring applied, hydraulically released disc type swing brakes will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power.
The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:
Envelope control of rotation system to prevent accidental body damage
Prevent the aerial from being rotated into an unstable condition

Manual Override Controls

Manual override controls will be provided for all aerial and stabilizer functions.

Ladder Slide Mechanism

UHMW polyethylene wear pads will be used between the telescoping ladder sections, to provide greater bearing surface area for load transfer. Adjustable slide pads will also be used to control side play between the ladder sections.

Basket Leveling System

A basket leveling system will be provided and so designed, that the basket with it's rated load, can be supported and maintained level, relative to the turntable, regardless of the elevation or flexion of the ladder.
Basket leveling will be accomplished by hydraulic circuitry, that is independent from the main hydraulic system. The leveling of the basket features a dual master/slave hydraulic cylinder system, with each side capable of supporting the load, while maintaining the basket level. Two (2) master cylinders are mounted between the turntable and the base ladder section, with two (2) slave cylinders mounted between the ladder fly section and the basket. The slave and master cylinders are 100 percent matched, so as the ladder is raised or lowered, exact amounts of hydraulic fluid are transferred between the master and slave cylinders thus maintaining the basket level.
The hydraulic circuitry includes pressure operated counter balance valves, on the load side of the slave cylinders, to prevent the basket from tipping should the hydraulic lines be severed.
A momentary switch is provided, on the cab instrument panel, to level the basket should this become necessary due to ambient temperature changes. It is not necessary to start the engine and activate the main hydraulic system to level the basket.

Rotation Interlock

The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override to comply with NFPA.

Load Capacities

The following load capacities will be established with the stabilizers at full horizontal extension and placed in the down position to level the truck and to relieve the weight from the tires and axles. Capacities will be based upon full extension and 360 degree rotation.
A load chart, visible at the operator's station, will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.

35 MPH Wind Conditions/Dry

Degrees of
Elevation
-5 to 29
30 to 39
40 to 49
50 to 75
Basket
1000
1000
1000
1000
Fly
-
-
250
500
Mid
-
250
500
750
Base
250
500
750
1000

Water Tower Operation

The following capacities will be based upon continuous 360 degree rotation and full extension.

35 MPH Wind Conditions/Water Charged

		Degrees of Elevation -5 to 29 30 to 39 40 to 49 50 to 75 Basket 500 500 500 500 Fly - - 250 500 Mid - 250 500 500 Base - 500 500 750 **Elevation -5 to +75 Degrees** The aerial device will be able to maintain the above load capacities while flowing up to 1500 GPM and a nozzle position of 0 to 90 degrees to either side of the ladder centerline, as far above and below horizontal to the platform as nozzle design allows. While flowing 1500 to 2000 GPM the nozzle position will be limited to 45 degrees either side of the ladder centerline horizontal to the platform, 30 degrees above horizontal, and as far below horizontal to the platform as nozzle design allows. **Reduced loads in the basket can be redistributed in 250 lb increments to the fly, mid, or base as needed.** **Ladder Cradle Interlock System** A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position. **Boom Support** A heavy duty boom support, constructed of steel, is to be provided for support of the ladder in the travel position. The boom support will be bolted to the chassis frame as close to the front axle as design allows. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.
0000038	Boom Support, Recessed in Compt IPO Pump	The boom support will be located just to the rear of the chassis cab, recessed into the transverse compartment in place of pump.
0601990	Light, Boom Support, Peterson 393C, Incandescent	**AERIAL BOOM SUPPORT LIGHT** There will be one (1) Peterson, Model 393C, white incandescent light mounted on the boom support cradle. This light will be activated by the aerial master switch.
0680821	Boom Panel, Pair	**AERIAL BOOM PANEL** There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted #10 white. The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.
0526890	Not Required, Indicator, Extension	
0688232	Rung Covers, Aerial Device	**AERIAL DEVICE RUNG COVERS** Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating. The rung covers will be glued to each rung and will be easily replaceable should the rung cover become damaged. The center portion of each rung cover will be black and the outside 2.00" edge at each side will be safety yellow. Under no circumstances will the rung covers be fastened to the rungs using screws or rivets. The rung covers will have a 10-year, limited warranty.
0623645	Aerial Stability Test, Maximum Tip Options	**STABILITY TEST** An aerial stability test will be run on the apparatus using the maximum weight allowance for tip options.

0600934	Basket, PAP, Wide	**BASKET STRUCTURE** The complete basket structure will be constructed of welded high strength steel certified by the manufacturer to have a minimum of 46,000 lb per square inch yield strength. Modular construction of the aerial platform basket will allow for easy component replacement should the basket become damaged during use. The aerial basket will be fully tested and independent third party certified. The flooring and front decking of the basket will be multi-piece Morton Cass material, preventing the accumulation of water on the standing surface. The floor will measure approximately 34.00" long x 92.00" wide. The stepping surfaces will meet the skid-resistance requirements of the current applicable NFPA standard. The outside basket steps used for transferring in and out of the basket will be at the same level as the basket floor. The steps on the front are approximately 16.00" deep. The front corners of the basket step will be mitered at 45 degrees to allow the basket to be maneuvered closer to buildings when approaching at an angle. A heavy extruded rubber bumper strip will be fastened to the outside edge of the step. Four (4) stainless steel pompier belt safety loops will be attached to the inside of the basket. Two (2) lifting eyes will be provided on the bottom side of the basket support structure. Each lifting eye will be rated for 500 lb. Two (2) rubber bumpers are provided on the bottom side of the basket structure for damage protection when setting it down on a surface. The basket interior will be illuminated as required per the current edition of applicable NFPA standards. All hoses and wiring at the basket will be fully enclosed. Electrical sub-components will be mounted at the rear of the basket in a separate enclosure for easy servicing while maintaining an unobstructed basket interior. **BASKET SIDES** The sides of the basket will be of solid single pan aluminum construction and, along with the basket doors, will form a continuous 42.00" high wall around the basket. The modular design of the basket will allow for easy replacement of components in case of damage. **BASKET ENTRANCES/EXITS** Two (2) swing-in, spring-loaded, self-closing double pan doors constructed of aluminum will be provided at the front of the basket. The basket doors will be provided with positive locking latches. The rear of the basket will be equipped with a vertical self-closing gate for transfer to and from the basket's ladder device. Telescoping-type handrails will be provided as a banister to bridge the gap between the basket and the fly section at all elevations. **ACCESSORY MOUNTING RECEPTACLES** Two (2) universal accessory mounting receptacles will be permanently affixed on the front of the basket to receive the ***Lyfe*Line™** family of options such as the **Support™** rescue basket holders, **[Aerial Basket Latch]** rappelling arms, ***Lyfe*Ladder™** roof ladder brackets, ***Lyfe*Hoist™** winch, etc. Complete interchangeability will be required without modification to the basket.
0601972	Lights, Turntable Walkway, P25, LED	**LIGHTS FOR TURNTABLE WALKWAY** There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.
0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	**TURNTABLE CONSOLE LIGHTING** There will be one (1) TecNiq, Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.
0682164	Cover, Around Aerial Rotation Bearing	**ROTATION BEARING COVER** A cover will be fitted over the aerial rotation bearing and drive pinion gear(s). The cover will be aluminum treadplate and attached to the underside of the turntable deck.
0732760	Basket Heat Shields, 100' PAP	**BASKET HEAT SHIELDS** A heat reflective shield will be provided on the front, sides and bottom of the basket. The double pan basket access doors will form the heat shield at the front of the basket. The area between the access doors and behind the monitor(s) will be shielded with a horizontally hinged single pan aluminum fold down panel. The side heat shields will be formed by a single sheet of .090" aluminum. These heat shields will be painted to match the aerial basket. Full under the basket heat shield protection with a non-glare finish will be provided with dual swing-down doors for ease of servicing and clean out.
0508717	Control Stations, 100' PAP, Color Display	**INFORMATION CENTER** There will be an information center provided. The information center will operate in temperatures from -40 to 185 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a minimum 400nits rated, color display. The LCD will be sunlight readable. The LCD display will be encased in an ABS, black plastic housing with a gray decal. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language. **Operation** The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed. **General Screen Design** Where possible, background colors will be used to provide vehicle information *At A Glance*. If the

information provided on a screen is within acceptable limits, a green background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.
Every screen in the information center will include the aerial tip temperature, the time (12- or 24-hour mode) and a text Alert Center. The time will be synchronized between all Command Zone color displays located on the vehicle. The Alert Center will display text messages for audible alarms. The text messages will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.
A label will be provided for each button. The label will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will have a button label with no text.
Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.

Page Screens

The Information center will include the following pages:
The Aerial Main and Load Chart page will indicate the following information:
Rungs Aligned and Rungs Not Aligned will be indicated with text and respective green or red colored ladder symbols
Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder
Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time
Breathing Air Levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graphs shown inside the bottle will indicate oxygen levels above 20%. A red bar graph will indicate oxygen levels at or below 20%. When oxygen levels are at or below 10% the red bar graph will flash.
The Aerial Load Chart will indicate the load limit on each section of the ladder based on actual ladder position and water flow (if applicable).
At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.
The Aerial Reach and Hydraulic Systems page will indicate the following information:
Aerial Hydraulic Oil Temperature will be indicated with symbol and text. At a glance features will be utilized.
Aerial Hydraulic Oil Pressure will be indicated with a symbol and text. At a glance features will be utilized.
The following calculations will be indicated on a representative vehicle symbol:
Aerial Device Extension length.
Aerial Device Height indicating the height of the aerial device tip from the ground.
Aerial Device Reach indicating the horizontal distance the aerial reaches from the turntable.
Aerial Device Angle indicating the angle from the vehicle which the device is at.
At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.
The Level Vehicle page will indicate the following information:
The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade.
The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope.
Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following:
Outrigger stowed indicated with a silver pan located close to the vehicle
Outrigger fully extended indicated with a fully deployed green outrigger
Outrigger short-jacked indicated by a yellow outrigger partially deployed
Outrigger not set indicated by a red outrigger that is not set on the ground
A text box located on the vehicle symbol will be utilized to identify the overall status of the outrigger leveling system. The following status will be indicated in the text box:
Deployed status will indicate all outriggers are properly set on the ground at full extension
Shortjacked status will indicate one or more outriggers are set on the ground but not fully extended.
Not Set status will indicate one or more outriggers is not properly set on the ground.
Stowed status will indicate all outriggers are stowed for vehicle travel.
A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick.
At A Glance color features will be utilized on this screen. Caution type conditions will be indicated via a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

Menu Screens

The following screens will be available through the Menu button:
The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable).
The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button.
The Configure Video Mode screen will allow setting of video contrast, video color and video tint.
The Set Startup screen allows setting of the screen that will be active at vehicle power-up.
The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date.
The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence and shows all alarms that are silenced.
The System Diagnostics screen allows the user to view system status for each module and it's respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit

number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information.
Aerial Calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device.
Button functions and button labels may change with each screen.

LOWER CONTROL STATION

A lower control station will be located at the rear of the apparatus in an easily accessible area. The controls and indication labels will be illuminated for nighttime operation. The following items will be furnished at the lower control station and will be clearly identified and conveniently located for ease of operation and viewing:
Level assist switch
Override switch to override microprocessor
Emergency power unit switch

AERIAL DEVICE CONTROL STATIONS

There will be two (2) device control stations, one (1) will be referred to as the basket control station and the other as the turntable control station. All elevation, extension and rotation controls will operate from both of these locations. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. The controls will be grouped and operate in an identical manner at both stations for similarity of operation. The controls will be clearly marked and lighted for nighttime operation. Each control will be equipped with a positive lock to hold the control in a neutral position, preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station. The controls will be so designed to allow the turntable control station to immediately override the basket controls, even if the ladder is being operated by the basket controls.

TURNTABLE CONTROL STATION

The turntable control station will be located on the left side of the turntable so the operator may easily observe the basket while operating the controls.
The following items will be installed at the turntable control station, clearly identified and lighted for nighttime operation and conveniently located for ease of operation and viewing:
Electric controls for elevation, rotation, extension/retraction
Intercom controls
Tip tracking light switch
Emergency power unit switch
Operator's load chart
Three (3) position switch for selecting aerial operational speed

BASKET CONTROL CONSOLE

The basket instrument panel will be located at the front center of the aerial platform. The following controls will be installed at the console and be clearly identified and illuminated for nighttime operation and conveniently located for ease of operation and viewing:
Intercom controls
Operator's load chart

AERIAL FUNCTION CONTROLS

The aerial function controls, elevation, rotation, extension/retraction will be mounted in a separate control box, which will be attached to the front of the platform control console by means of an easily removable slide mechanism. The aerial function control box will have infinite positions along with three (3) fixed attachment points in the basket. The electrical connection will be by a permanently attached, strain relieved, coiled cord. The legend for the control lever functions will be illuminated.

HIGH IDLE

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle only when the parking brake is set and the transmission is placed in neutral.

0680909	Stabilizers, Two Sets, PAP, Split Pan	**STABILIZERS** Two (2) sets of extendible out and down "H" type stabilizers will be provided for stability. The stabilizers will have a spread of 18'. The stabilizers will be the double box design, with jack cylinders, that have a 4.25" internal diameter (bore) and 3.00" diameter cylinder rod. The jack cylinders will be equipped with integral holding valves, which will hold the cylinder either in the stowed position or the working position, should a charged line be severed at any point within the hydraulic system. For safety, the integral holding valves will be located in the cylinder base end, NOT in the transfer tube. Vertical jack cylinder rods will be fully enclosed by a telescoping inner box to protect the cylinder rods against damage which may occur. The extension cylinders will be totally enclosed within the extension beams. The horizontal extension cylinders will be of the trombone type to eliminate wear and potential failure of hydraulic hoses. The stabilizers will have the capability of 18.00" of ground penetration for set-up on uneven terrain. Extension of the horizontal beams will be activated by an extension cylinder totally enclosed within the extension beams. The cylinders will be equipped with internal decelerators. The cross section dimensions will be 13.00" high x 6.81" wide. Each stabilizer leg will have attached to the end of the leg a pan that will be of the split-pan design and will be a maximum 13.50" wide so as to allow the extension of the stabilizer between parked cars. This pan will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back for added strength. **STABILIZER CONTROLS** A portable stabilizer control box will be provided. The control box will be weatherproof and oil resistant. Each function and indicator light will be labeled on a metal photo panel. The control box can be taken as far away as 15' from the vehicle with an extension cable. The stabilizer control box will include the following: One (1) green power indicator light for stabilizer control that will be illuminated when the aerial master and "PTO" switches in the cab are activated. Four (4) electric toggle switches for stabilizers: each toggle switch will control the extend/retract and raise/lower of its respective stabilizer to allow vehicle set up in restricted areas and/or on uneven surfaces. Auto leveling assist switch: The outrigger control system will incorporate a computerized self leveling system in addition to the standard outrigger controls. The operator will have the option to manually or automatically level the truck. The computerized system will ensure full outrigger extension, proper jack penetration, and will level the vehicle within 1/2 a degree of level for safe operation of the aerial device. One (1) electric toggle switch for the engaging the emergency power unit. One (1) red "stabilizer not stowed" indicator light: this light will illuminate when the stabilizers are not in the fully stowed position. Four (4) fully extended beams green indicator lights: these lights will be illuminated when each of the respective stabilizer beams are fully extended. Four (4) firm on ground green indicator lights: each light will be illuminated when its respective stabilizer shoe is in the load supporting condition. Each toggle switch will activate the engine fast idle automatically. Manual override will be supplied for each stabilizer control valve. A stabilizer deployment audible warning alarm will be provided and activated by the stabilizer movement. A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move Indicator Light", which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed. **STABILIZER PADS** A one (1) position, floating stabilizer pad will be provided on each stabilizer. The pads will require no operator adjustment during set up. The stabilizer pad will have the ability to pivot in a 360 degree plane for set up on uneven terrain. **AUXILIARY STABILIZER PADS** A set of four auxiliary pads with handles will be provided for additional load distribution on soft surfaces. Their size will be 31.00" x 26.00" and they will be constructed of a lightweight composite material. The ground contact area for each stabilizer will be such that a unit pressure not greater than 75 psi (500 kPa) will be exerted over the ground contact area when the apparatus is loaded to its maximum in-service weight and the aerial device is carrying its rated capacity in every position permitted by the manufacturer. The pads will be stored in a double stacked configuration, two (2) behind each rear tandem axle in a single bracket. **CRADLE INTERLOCK SYSTEM** A cradle interlock system will be provided to prevent the lifting of the aerial from the nested position until the operator has positioned all the stabilizers in a load supporting configuration. A switch will be installed at the cradle to prevent operation of the stabilizers once the aerial has been elevated from the nested position.
0728961	Stabilizer Pan Material	**STABILIZER PAN MATERIAL** The aerial stabilizer pans will be polished stainless steel.
0530819	Not Required, Aerial Stabilizer Pins	**STABILIZER PINS** The stabilizer jacks will not have holes for the stabilizer pins.
0809974	Door, Stabilizer Control Box, MUX Aerials	**STABILIZER CONTROL BOX DOOR** A vertically hinged smooth aluminum door will be provided over the stabilizer control box. The door will be hinged along the outboard edge and be provided with a Southco C2 chrome raised trigger lever latch.

0596621 Hydraulic System, 100' PAP

HYDRAULIC SYSTEM

All high-pressure hoses will have an abrasion resistant cover, and have a rating greater than or equal to the working pressure of the circuit in which they are installed. All hydraulic fittings will be plated to minimize corrosion. The fitting will use an O-ring face seal, where possible, to minimize hydraulic leaks. All pressure carrying hydraulic hoses will have a 4:1 safety rating based on burst pressure

An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in NFPA standards.

The hydraulic system will be of the load sense design to minimize heat build up and provide smooth control of the aerial ladder. The system will meet the performance requirement in NFPA standards, which requires adequate cooling after less than 2.5 hours of operations.

All hydraulic components that are non-sealing, where failure could result in the aerial movement, will comply with NFPA standards and have burst strength of 4:1. Dynamic sealing components, where failure could cause aerial movement, will have a margin of 2:1 on maximum operating pressure per NFPA standards. All hydraulic hoses, tubes, and connections will have minimum burst strength of 3:1 per NFPA standards.

A hydraulic oil pressure gauge will be supplied at the base control location per NFPA standards.

The aerial hydraulic system will be designed in such a manner that a hydraulic pump failure or line rupture will not allow the aerial or outriggers to lose position. Hydraulic holding valves will be mounted directly into cylinders. To insure reliable performance of holding valves, no hoses or tubing will be permitted between a holding valve and cylinder. The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks.

Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel.

HYDRAULIC RESERVOIR

The hydraulic system will consist of an oil reservoir mounted to the torque box and plumbed to the hydraulic pump. There will be plumbing for a supply and return line and a tank drain on the reservoir.

The hydraulic pump suction line will have a shut-off ball valve for pump servicing.

The hydraulic oil reservoir fill will be labeled per NFPA standards. The hydraulic system will use multi-weight, SAE grade oil. ISO grade will be based on geographical location. The manufacturer will certify that the oil meets or exceeds the hydraulic cleanliness rating of 18/15/13 per ISO 4406:1999 before delivery.

HYDRAULIC FILTERS

The system will incorporate the following filters to provide dependable service:

Separate magnet (not on strainer)

Reservoir suction strainer: 125 mesh

Pressure filter with dirt alarm: Nominal 5 micron filter with a rating of 6.5 micron @ Beta 200 (99.5 percent efficiency); 7.5 micron @ Beta 1000 (99.9 percent efficiency)

Return filter with dirt alarm: Nominal 5 micron filter with a rating of 6.5 micron @ Beta 200 (99.5 percent efficiency); 7.5 micron @ Beta 1000 (99.9 percent efficiency)

Desiccant breather filter: Water capacity 4 fluid oz, 5 micron rating

HYDRAULIC CYLINDERS

All hydraulic cylinders used on the aerial device will be produced by a manufacturer that specializes in the production of hydraulic cylinders.

POWER TAKEOFF / HYDRAULIC PUMP

The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift located inside the cab. The power takeoff, which drives the hydraulic pump, will meet all the requirements for the aerial unit operations. The hydraulic pump will be a variable displacement piston pump, for consistent and rapid response, and be capable of supplying hydraulic oil at a nominal 50gpm flow at pressures up to 3000 psi. The system will operate up to 3000 psi with flow controls to protect hydraulic components and incorporate a relief valve set at 3150 psi to prevent over pressurization. The hydraulic pump will be solely dedicated to aerial operations. An amber indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of aerial power only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

EMERGENCY PUMP

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of NFPA standards. The auxiliary power unit will be a 12-volt pump connected to the chassis electrical system. The pump will provide operation at reduced speeds to store the aerial device and outriggers for road transportation.

Self-centering switches will be provided at the turntable and stabilizer control station to activate the system. The system will be designed to provide a minimum of 30 minutes of hydraulic power to operate functions.

0061893	Swivels, w/Encoder, PAL/PAP, 36 Collector Rings	**HYDRAULIC SWIVEL** The aerial ladder will be equipped with a three (3) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial. **ELECTRIC SWIVEL** The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 36 collector rings will be provided that are capable of supplying 30 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used. **WATER SWIVEL** Water will be transferred to the aerial waterway by means of a 5.00" internal diameter waterway, through the swivel, permitting 360 degree continuous rotation. **12-BIT ABSOLUTE ENCODER** The aerial ladder will be equipped with a 12-Bit Absolute Encoder which provides 4096 counts per shaft turn for position and direction reference. The 12-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation. If the power is interrupted for any reason, the 12-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings. The 12-Bit Absolute Encoder will be an integral part of a micro-processor based control system.
0784656	Electrical System, D Series, 100' PAP	**ELECTRICAL SYSTEM** The 100' platform will utilize a microprocessor-based control system. The system will consist of the following components: A tethered, CAN- based stabilizer control will be provided. The tethered control will be weatherproof and oil resistant. The stabilizer control will be illuminated with a LED strip light in the face of the unit. The electrical connection at the tethered control will be permanently attached by a strained relieved coil cord that will allow the operator to move 14ft away from the electrical connection for operation. Remote Stabilizer Controls Weatherproof and oil resistant One (1) green "power" indicator light One (1) red "stabilizer not stowed" indicator light One (1) electric push button switch for auto level assist One (1) electric push button switch for the emergency power unit One (1) joystick for each stabilizer to control: Extend/retract function Raise/lower function One (1) green "stabilizer fully extended" indicator light for each stabilizer One (1) green "firm on ground" indicator light for each stabilizer Control System Modules Each of the control system modules will be configured as follows: Sealed to a NEMA 4 rating Operating range from -40 degrees F to 185 degrees F (-40 degrees C to 85 degrees C) Communicate using J1939 data link Two (2) diagnostic LED lights One (1) green light that illuminates when module has power (B+) and ground One (1) red light that flashes to indicate the module is capable of communicating via the data link Ground matrix identification system The following control system modules will be used: Control Module Main controller for the system USB connection for computer diagnostics Power Module Built-in fault sensing Eight (8) digital outputs Pulse width modulating (PWM) capable 10A continuous per output Circuit protection based on actual current draw (not affected by heat) Constant Current Module Built-in fault sensing Three (3) analog inputs Eight (8) digital outputs Pulse width modulating (PWM) capable 3A continuous per output Closed Loop System Circuit protection based on actual current draw (not affected by heat) Input Module 16 software selectable digital inputs Output Module 16 digital outputs Input/Output Module Eight (8) software selectable (digital or analog) inputs Eight (8) digital outputs
0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	

0783178	Lights, Tip, Wln MPB* LED, Front of Basket 2lts	**TIP LIGHT** There will be two (2) Whelen® Model MPB*, 4,100 lumens 12 volt DC LED lights with adjustable mounts installed on the front of the basket. The painted parts of this light assembly to be black. The lights will be controlled with the tracking lights.
0802753	Lights, Tracking, Wln MP** LED, 2lts	**TRACKING LIGHTS** There will be two (2) Whelen® MP**, 5,695 lumens 12 volt DC LED lights installed on the base section of the aerial device below the hand rails per the following: One (1) will be located on the left side with left side tracking light to include flood optics. One (1) will be located on the right side with right side tracking light to include flood optics. The light(s) to be installed on adjustable bail bracket(s). The painted parts of this light assembly to be white. The tracking lights will be controlled by a switch located at the platform/tip, driver's side cab switch panel and passenger's side cab switch panel.
0540743	Lights, Stabilizer Warn (2) Sets, Wln M6*C LED, Clear Lens	**STABILIZER WARNING LIGHTS** There will be our (4) Whelen®, Model M6*C, LED flashing warning lights with Whelen, Model M6FC, chrome flanges installed, one (1) on each stabilizer cover panel. The front stabilizer pan lights will be red LED with a clear lens The rear stabilizer pan lights will be red LED with a clear lens These warning lights will be activated by the same switch as the side warning lights.
0068701	Lights, Grote Supernova LED, Stabilizer Beam, (2) Sets	**STABILIZER BEAM WARNING LIGHTS** Two (2) 4.00" diameter red LED flashing lights will be mounted on each stabilizer, one (1) facing forward and one (1) facing rearward. The lights will be Grote Supernova 40 series LED lights. The lights will be recessed in the horizontal beam of the stabilizer. These warning lights will be activated with the aerial master switch.
0601977	Lights, Stabilizer Scene, (2) sets, Truck-Lite 40227C, Incandescent	**STABILIZER SCENE LIGHTS** There will be one (1) Truck-Lite, Model 40227C 4.00" incandescent, scene light installed under each stabilizer beam to illuminate the surrounding area. A total of four (4) lights will be installed. These lights will be activated by the aerial master switch.
0016930	120 Volt To Tip, 20 Amp L5-20, Twistlock 2Rec PAP	**PLATFORM 120-VOLT ELECTRIC SYSTEM** Two (2), 20 amp, NEMA L5-20, 120-volt, three (3)-prong twist lock receptacles with weatherproof covers will be provided in the aerial platform. One (1) receptacle will be located at the platform control console and one (1) will be located at the rear of the basket. Each receptacle will be supplied from individual branch circuits protected by dedicated 20 amp/120-volt circuit breakers. All wiring will be sized to and conform to the latest edition of NEC standards.
0737181	Intercom, 2-Way Fire Research ICA910 Hands Free	**2-WAY AERIAL COMMUNICATION SYSTEM** There will be a Fire Research, Model ICA910, two-way intercom system provided. The control module with an LED volume display and push-button volume control will be located on the turntable operator console. A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed. Each intercom unit will be weatherproof.
0590098	Breathing Air to Tip, (1) 4500 PSI, 100' PAP	**BREATHING AIR** Breathing air will be supplied to the aerial platform. The air system will incorporate one (1), 437 cubic foot, 4500-psi cylinder. To allow the turntable operator an unobstructed view of the platform the cylinder will be mounted directly in front of the turntable and below the ladders. The air cylinder will be interconnected through a pressure regulator located at the air cylinder. A shutoff valve with guard will be provided on the cylinder. The air will be routed to the basket using hose especially designed for use in breathing air systems. At the platform, the breathing air will be accessible via two (2) quick couplings for air masks. These will have a Hansen brass 3000 series coupling. One (1) coupling will be located at the front of the basket on the right side and one (1) coupling will be located at the rear of the basket on the left hand side. There will be a weather resistant storage compartment for two (2) air masks provided at the basket with a rubber draw latch. A 50' recharge hose will be provided for refilling the air cylinder without having to remove the tank from its mounting. The breathing air cylinder will be designed and constructed to conform to the requirements of the United Nations (UN) on the transportation of dangerous goods. **BREATHING AIR LEVEL AND WARNING SYSTEM** The level of breathing air remaining will be visible on the LCD display at all operating positions. The display will incorporate a low-pressure warning circuit that activates an audible alarm when 20% maximum air cylinder capacity remains. A second, louder audible alarm will activate when the remaining air level drops to 10% of maximum air cylinder capacity.
0024742	Not Required, Mask, Breathing Air To Tip	

0126600	Raised Pedestal, 3.00", Rear Mount Aerials, AXT, Velocity, Impel, Enf	**RAISED AERIAL PEDESTAL** The aerial pedestal will be raised to accommodate the height of the cab.
0540605	Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, Wide Basket	***Lyfe*Combo™BRACKETS** One (1) set of brackets will be supplied which will have the following three (3) options combined into one (1) set of brackets. ***Lyfe*Ladder™***brackets will be provided for use at the front of the platform basket to increase the safety of firefighters during fireground and rescue operations.* ***LyfeLadder****brackets will be capable of holding up to a 20' Duo-Safety roof ladder securely in place. The roof ladder will be 19.00" wide. The ladder will be secured through its beams and one (1) rung, by a bar capable of being latched in place and able to withstand a minimum of a 500 pound load while maintaining a minimum of a two to one (2:1) safety factor. The complete system will maintain and exceed this criteria as well. There will also be a latching pawl to keep the ladder in a vertical position at all times and will latch on a rung, at least two (2) rungs below the primary attachment point. There has been appropriate strain gauging and testing completed on the system, (ladder and complete holding device), proving the above criteria has been satisfied. Additionally there is a letter on file from the roof ladder manufacturer, (Duo-Safety Corporation), stating that their standard roof ladder is approved for such an application.* ***LyfeEye™****rappelling arms will be provided. The* ***LyfeEye*** *brackets will mount to the front of the platform basket, one (1) each side over the monitor/s and will be held in place with four (4) hardened 1.00" hitch pins, two (2) for each bracket. The* ***LyfeEye****brackets will be easily removable for storage. Each* ***LyfeEye****rappelling arm will have a capacity of 300#.* ***LyfeSupport™*** *rescue basket support brackets will be provided. The* ***LyfeSupport*** *brackets will mount to the front of the platform basket, one (1) each side over the monitor/s and will be held in place with four (4) hardened 1.00" hitch pins, two (2) for each bracket. The* ***LyfeSupport****brackets will be easily removable for storage. Two (2) quick clip basket straps will be used to secure the basket to the* ***LyfeSupport****brackets.*
0530826	Turntable Access, ManSaver Bars, Yellow	**AERIAL TURNTABLE MANSAVER™ BARS** Yellow ManSaver™ bars will be installed at the aerial turntable.
0016950	Waterway, 100' PAP	**AERIAL WATERWAY** The aerial waterway will be capable of being supplied by either a midship mounted pump or an external water source through a 5.00" intake at the rear of the apparatus. A 5.00" water swivel will be installed below the aerial turntable permitting the ladder to rotate 360 degrees continuously. A 5.00" water swivel will be installed at the aerial heel pivot pin that will permit water tower operations of -5 degrees to 75 degrees. The heel pivot pin will not be integral with the waterway swivel at any point. The waterway design will allow complete servicing of the waterway swivel without disturbing the heel pivot pin. A telescoping aluminum waterway will be installed beneath the center of the aerial ladder. The waterway will consist of a 5.00" diameter tube for the base section, 4.50" diameter tube for the mid-section and 4.00" diameter tube for the fly section. A 1.50" drain will be provided for the waterway with the control at the rear of the unit. **WATERWAY SEALS** The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated. The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation. **PLATFORM WATER SYSTEM** A 4.00" (internal diameter) water swivel will connect the fly section waterway to the platform waterway. The water swivel will permit water tower operations from -5 degrees to 75 degrees. The water will be routed from the swivel to a 4.00" gear operated butterfly valve on the front of the platform using a 4.00" tube. The deluge gun will be bolted onto the butterfly valve. A 2.50" preset pressure relief valve will be provided in the waterway system. It will be designed to protect the aerial waterway from excess pressure. It will dump water to the ground when operating. A shower nozzle rated at 75 gpm will be provided beneath the platform for heat protection for the platform personnel. A direct linkage control for the shower nozzle will be provided.
0730399	Valves, (2) TFT VUM (Valve Under Monitor), Manual	**VALVE UNDER MONITOR** A TFT Valve Under Monitor (VUM) valve and manifold will be provided under each monitor at the aerial platform. Each VUM will be manually controlled at the basket with a crank control. The outboard facing port of each VUM will have one (1) gated elbow with 2.50" NH threads. One (1) 1.50" x 2.50" reducer and cap will be provided on the gated elbow. All remaining ports of the VUM will be provided with a blind plug. An automatic ball drain will be provided on each VUM.

0683620	Monitors, (2), TFT Monsoon, Y4-MP1A-P Manual and Y4-EP1A-P Electric, (Use w/VUM)	**AERIAL MONITOR** There will be two (2) Task Force Tips monitors provided at the platform. One will be a Y4-MP1A-P hand wheel/crank controlled monitor with a TFT SVN-NNNN Manual 1650 gpm Vortex 3 w/ YST-3NN stacked tips. The other will be a Y4-EP1A-P electric monitor with a TFT SVNE-NNNN Electric 1650 gpm Vortex 3 RC w/YST-3NN stacked tips. The controls for the electronic monitor will be located at the platform and the turntable control console.
0086971	Flowmeter, Waterway, MUX, PAP	**WATERWAY FLOWMETER** Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the upper and lower control stations.
0026952	Inlet, 5.00" at Rear w/o Midship Pump, Ascendant Tandem, PAP, PAL, 75' HDL	**REAR INLET** A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.
0047897	Tools, Aerial	**TOOLS** The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer: Torque Wrench All Required Extensions, Sockets and Adapters 4-to-1 Multiplier
0559491	Manuals and Training, 3 Consecutive Days, Platform	**MANUALS** The aerial manufacturer will provide two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device. **INITIAL INSTRUCTION** On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) consecutive days.
0007150	Bag of Nuts and Bolts	**LOOSE EQUIPMENT** The following equipment will be furnished with the completed unit: One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

0816498	NFPA Required Loose Equipment, Aerial, NFPA/ULC 2024, Provided by Fire Dept	**NFPA LOOSE EQUIPMENT** **NFPA Required Loose Equipment Provided by Fire Department** The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department: One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 107, *American National Standard for High-Visibility Safety Apparel and Accessories*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. Four (4) ladder belts meeting the requirements of NFPA 2500. **NFPA Loose Equipment That Should be Considered** The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered: Two (2) 3 ft - 4 ft plaster hooks with D handles mounted in brackets fastened to the apparatus Two (2) crowbars Two (2) claw tools Two (2) 12 lb (5 kg) sledgehammers Four (4) SCBA apparatus Four (4) SCBA spare cylinders One (1) first aid kit Six (6) salvage covers, each a minimum size of 12 ft × 18 ft (3.6 m × 5.5 m) Four (4) combination spanner wrenches Two (2) scoop shovels One (1) pair of bolt cutters, 24.00" (0.6 m) minimum One (1) 150 ft (45 m) light-use life safety rope meeting the requirements of NFPA 2500 One (1) 150 ft (45 m) general-use life safety rope meeting the requirements of NFPA 2500 One (1) 150 ft (45 m) utility ropes having a breaking strength of at least 5000 lb (2300 kg) One (1) box of tools to include the following: one (1) hacksaw with three (3) blades one (1) keyhole saw one (1) 12" (.3 m) pipe wrench one (1) 24" (.6 m) pipe wrench one (1) ballpeen hammer one (1) pair of tin snips one (1) pair of pliers one (1) pair of lineman's pliers assorted types and sizes of screwdrivers assorted adjustable wrenches assorted combination wrenches One (1) automatic external defibrillator (AED)
0816939	Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	**DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT** The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT** The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
0765595	Ladder Belts, Aerial	**AERIAL LADDER BELTS** The following ladder belts will be provided: no small/medium belts two (2) large/extra large belts for 34"-42" waist one (1) XXL belt for 42"-50" waist
0007482	Not Required, Crowbars	
0007484	Not Required, Claw Tools	
0816998	Axe, Flathead, Provided by Fire Department	**FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT** The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.
0817000	Axe, Pickhead, Provided by Fire Department	**PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT** The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.
0007494	Not Required, Sledgehammers	

0741569	Paint Process / Environmental Requirements, Appleton	**PAINT PROCESS** The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows: Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer. After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color. All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly. The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request. **Environmental Impact** Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions: Topcoats and primers will be chrome and lead free. Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals. Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor. Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient. Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean. Paint wastes are disposed of in an environmentally safe manner. Empty metal paint containers will be recycled to recover the metal. Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse. Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.
0709567	Paint, Single Color, Enforcer	**CAB PAINT** The cab will be painted #90 red.
0709845	Paint, Single Color, Body	**BODY PAINT** The body will be painted to match the lower section of the cab.

0646901 Paint Chassis Frame Assy, With Liner, E-Coat, Standard

PAINT CHASSIS FRAME ASSEMBLY
The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.
Components that are included with the chassis frame assembly that will be painted (unless otherwise stated in a secondary option) are:
Frame rails
Frame liners
Cross members
Axles
Suspensions
Steering gear
Battery boxes
Bumper extension weldment
Frame extensions
Body mounting angles
Rear Body support substructure (front and rear)
Pump house substructure
Steel fuel tank
Castings
Individual piece parts used in chassis and body assembly
Components treated with epoxy E-coat protection prior to paint:
Two (2) C-channel frame rails
Two (2) frame liners
The E-coat process will meet the technical properties shown.

FILM TECHNICAL PROPERTIES

PROPERTY	TEST METHOD	PERFORMANCE
Color	–	Black
Film Thickness	–	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.

Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.

PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm

*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)

0693798 Paint, Front Wheels

FRONT WHEELS PAINT
All wheel surfaces, inside and outside, will be provided with paint black #101.

0806169 Paint, Rear Wheels, Tandem Axle, TAK-4 T3

REAR WHEELS PAINT
All wheel surfaces, inside and outside, will be provided with paint black #101.

0733739 Paint, Axle Hubs

AXLE HUB PAINT
All axle hubs will be painted black #101.

0007230 Compartment, Painted, Spatter Gray

COMPARTMENT INTERIOR PAINT
The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

0792638	Aerial Platform Paint	**AERIAL DEVICE PAINT COLOR** The aerial device paint procedure will consist of a seven (7) step finishing process as follows: 1. Manual Surface Preparation - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting. 2. Zinc Rich Primer - Zinc rich primer will be applied to the torque box and stabilizers. 3. Primer/Surfacer Coats - A two (2) component epoxy primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting. 4. Hand Sanding - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish. 5. Primer Coat - A two (2) component epoxy primer coat will be applied over the sanded primer. 6. Topcoat Paint - Urethane base coat will be applied to opacity for correct color matching. 7. Clear Coat - Two (2) coats of an automotive grade two (2) component urethane will be applied. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor. Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items. The aerial device components will be painted as follows using the aforementioned seven (7) step finishing process: Aerial basket and basket leveling cylinders at tip: white 10 Aerial device ladder sections and extension cylinders: white 10 Aerial turntable and leveling cylinders (if applicable) at turntable: white 10 Aerial control console: white 10 Aerial lift cylinders: white 10 Aerial rotation motor (if applicable): black Aerial torque box, support structure and components below the rotation point: gloss black primer Aerial stabilizers (middle and rear only): black 101 Aerial boom support: gloss black primer
0544111	Reflective Band, 10"	**REFLECTIVE BAND** A 10.00" white reflective band will be provided across the front of the vehicle and along the sides of the body.
0007356	Reflective across Cab Face	The reflective band provided on the cab face will be at the headlight level.
0583454	Stripe, Chevron, Rear, Diamond Grade, Aerial	**REAR CHEVRON STRIPING** There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall and aluminum doors. Rear compartment doors, stainless steel access doors, and the rear bumper will not be covered. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width. This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.
0598754	Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	**REFLECTIVE STRIPE ON STABILIZERS** There will be a 4.00" wide fluorescent yellow green diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.
0065687	Stripe, Reflective, Cab Doors Interior	**CAB DOOR REFLECTIVE STRIPE** A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the current edition of applicable NFPA standards.
0027372	Lettering Specifications, (GOLD STAR Process)	**LETTERING** The lettering will be totally encapsulated between two (2) layers of clear vinyl.
0686428	Lettering, Gold Leaf, 3.00", (41-60)	**LETTERING** Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	**FIRE APPARATUS PARTS MANUAL** There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided. The manual(s) will contain the following: Job number Part numbers with full descriptions Table of contents Parts section sorted in functional groups reflecting a major system, component, or assembly Parts section sorted in alphabetical order Instructions on how to locate parts Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies. **Service Parts Internet Site** The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.
0772037	Manual, Chassis Service, USB Flash Drive, Custom	**CHASSIS SERVICE MANUALS** There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit. The manual will contain the following sections: Job number Table of contents Troubleshooting Front Axle/Suspension Brakes Engine Tires Wheels Cab Electrical, DC Air Systems Plumbing Appendix The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.
0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	**CHASSIS OPERATION MANUAL** The chassis operation manual will be provided on one (1) USB flash drive.
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	**ONE (1) YEAR MATERIAL AND WORKMANSHIP** A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.
0735523	Warranty, Engine, Paccar MX13, 5 Year, WA0386	**ENGINE WARRANTY** A Paccar five (5) year**limited engine warranty will be provided. A limited warranty certificate is included with this proposal.**
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	**STEERING GEAR WARRANTY** A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.
0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	**FIFTY (50) YEAR STRUCTURAL INTEGRITY** The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.
0644874	Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	**REAR AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** Pierce TAK-4® independent rear suspension will be provided with a three (3) year material and workmanship limited warranty. The manufacturer's warranty will provide that the independent rear suspension be free from any defect related to material and workmanship on the portion of the apparatus built by the manufacturer that would arise under normal use and service.
0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	**TEN (10) YEAR STRUCTURAL INTEGRITY** The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	**FIVE (5) YEAR MATERIAL AND WORKMANSHIP** The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	**CAMERA SYSTEM WARRANTY** A Pierce fifty four (54) month**warranty will be provided for the camera system.**
0647720	Warranty, Pierce LED Strip Lights, WA0203	**COMPARTMENT LIGHT WARRANTY** The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	**TRANSMISSION WARRANTY** The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission. Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.
0685945	Warranty, Transmission Cooler, WA0216	**TRANSMISSION COOLER WARRANTY** The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.
0596025	Warranty, Structure, 10 Year, Body, WA0009	**TEN (10) YEAR STRUCTURAL INTEGRITY** The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.
0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY** An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years.** A **five (5) year** limited warranty will be provided on painted roll up doors. The limited warranty certificate, WA0185, is included with this proposal.
0006999	Warranty, Structure, 20 Year, Aerial Device, WA0052	**TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY** The Pierce device limited warranty certificate, WA0052, is included with this proposal.
0687388	Warranty, Swivels, 5 Year, Aerial Device, WA0197	**AERIAL SWIVEL WARRANTY** An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be included with this proposal.
0685727	Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	**HYDRAULIC SYSTEM COMPONENTS WARRANTY** Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty. **HYDRAULIC SEAL WARRANTY** Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty. A copy of the warranty certificates is included with this proposal.
0687327	Warranty, Waterway, 10 Year, Aerial Device, WA0198	**AERIAL WATERWAY WARRANTY** An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate is included with this proposal.
0595860	Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	**FOUR (4) YEAR PRO-RATED PAINT AND CORROSION** A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

0553455	Warranty, Electronics, 5 Year, MUX, WA0014	**FIVE (5) YEAR MATERIAL AND WORKMANSHIP** The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	**THREE (3) YEAR MATERIAL AND WORKMANSHIP** The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.
0819254	Certification, Vehicle Stability, CD0196	**VEHICLE STABILITY CERTIFICATION** The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.
0808565	Certification, Engine Installation, Enf, Paccar MX, 2027	**ENGINE INSTALLATION CERTIFICATION** The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.
0686786	Certification, Power Steering, CD0098	**POWER STEERING CERTIFICATION** The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.
0892691	Certification, Cab Integrity, Saber FR/Enforcer, CD0189	**CAB INTEGRITY CERTIFICATION** The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below: SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. European Occupant Protection Standard ECE Regulation No.29. SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. **Side Impact** The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident. **Frontal Impact** The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. **Additional Frontal Impact** The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420) **Roof Crush** The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. **Additional Roof Crush** The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29) The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area. There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.
0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	**CAB DOOR DURABILITY CERTIFICATION** Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.
0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	**WINDSHIELD WIPER DURABILITY CERTIFICATION** Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.
0556828	Certification, Electric Window, Not Available	

0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	**SEAT BELT ANCHOR STRENGTH** Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria. **SEAT MOUNTING STRENGTH** Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.
0735949	Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	**PERFORMANCE CERTIFICATIONS** **Cab Air Conditioning** Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria. **Cab Defroster** Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles.*The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.* ***Cab Auxiliary Heater*** *Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.*
0545073	Amp Draw Report, NFPA Current Edition	**AMP DRAW REPORT** The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system. The manufacturer of the apparatus will provide the following: Documentation of the electrical system performance tests. A written load analysis, which will include the following: The nameplate rating of the alternator. The alternator rating under the conditions specified per: Current edition of applicable NFPA standards. The minimum continuous load of each component that is specified per: Current edition of applicable NFPA standards. Additional loads that, when added to the minimum continuous load, determine the total connected load. Each individual intermittent load. All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000033	PAP BODY	
0000012	PIERCE CHASSIS	
0735525	PACCAR MX13 ENGINE	
0046396	EVS 4000 Series TRANSMISSION	
0020015	ABS SYSTEM	
0755454	AERIAL MEDIUM	

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.D. PW - Fiscal Year 24/25 Pavement Preservation
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Bret Hodne, Public Works Director, bhodne@buckeyeaz.gov (623) 349-6800	
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 Delivery Orders to Job Order Contracts (JOC) for Fiscal Year 2025 Pavement Preservation, between the City of Buckeye, an Arizona municipal corporation, and the following contractors: (i) M.R. Tanner Development and Construction LLC, an Arizona limited liability company (JOC No. 2025081); (ii) Sunland Asphalt & Construction, LLC, a Delaware limited liability company (JOC No. 2025083); and (iii) Talis Construction Corporation, an Arizona corporation (JOC No. 2025084); to authorize the City Manager to execute and deliver said Delivery Orders on behalf of the City of Buckeye; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said Delivery Orders.

SUMMARY

PROJECT DESCRIPTION:
The Scope of Work includes furnishing all labor, materials, and equipment required for asphalt milling applications, testing, cleaning pavement/road markings and protection from adjacent concrete and landscape as required to apply various types of pavement preservation related materials.

The Delivery Order Request for Proposals was issued on October 17, 2024, and Pricing Proposals were due on November 12, 2024. Three proposals were received from Job Order Contractors (JOCs) for Street maintenance. After review of the proposals, it was determined that Sunland Asphalt, Tallis Construction Company, and M.R. Tanner and Construction were the most beneficial to the City. The work will be split between the three listed contractors as follows:

contract number JOC# 2025081: Location 4 -- M.R. Tanner Development and Construction – $1,090,000
contract number JOC# 2025083: Locations 1, 2, 5, 6 and 8 -- Sunland Asphalt & Construction - $2,069,681.25
contract number JOC# 2025084: Location 1 -- Talis Construction - $1,476,829.73

BENEFITS:
Street paving is essential to Buckeye's infrastructure, enhancing safety, transportation efficiency, maintenance, community appearance, and roadway durability.

FUTURE ACTION:
Pre-construction meeting, work performed/contract management and close-out.

FINANCIAL IMPACT STATEMENT:
Contract numbers:

JOC# 2025081: Location # 4 - M.R. Tanner – $1,090,000.00
JOC# 2025083: Locations # 1,2,5,6 & 8 - Sunland - $2,069,681.25

JOC# 2025084: Location # 1 - Talis - $1,476,829.73

CURRENT FISCAL YEAR TOTAL COST:
$4,636,510.98

BUDGETED:
Yes

FISCAL YEAR:
2024/2025

FUND/DEPARTMENT:
GL#: 38103202-520601

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4D DO 1 to 2025083 with Suland.pdf
4D DO 3 to 2025082 with MR Tanner.pdf
Contract No. 2025084- Talis.pdf

JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
SUNLAND ASPHALT & CONSTRUCTION, LLC

JOB ORDER CONTRACT NO. 2025083
DELIVERY ORDER #1
FY25 PAVEMENT PRESERVATION – LOCATION 1, 2, 5, 6, & 8

THIS DELIVERY ORDER #1 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and Sunland Asphalt & Construction, LLC, a Delaware limited liability company (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2025083 between the City and Contractor, dated September 3, 2024 (the "Contract").

ARTICLE 1
SCOPE OF WORK

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the Proposal, which is attached hereto as **Exhibit A,** and the Scope of Work, which is attached hereto as **Exhibit B**, and both are incorporated as if fully set forth herein (the "Work"), to complete the FY25 Pavement Preservation – Location 1, 2, 5, 6, & 8 project.

ARTICLE 2
SCHEDULE OF COMPLETION OF WORK

The Contractor shall commence work within ten (10) days from issuance by the City of a Notice to Proceed, and shall complete the Work on or before June 5, 2025**.** In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion with the above number of calendar days, as may be extended by any City-approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums owed pursuant to the Contract, the sum of One Thousand Seventy Dollars and Zero Cents ($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 three (3) days of receipt of written demand.

ARTICLE 3
COST OF CONSTRUCTION

The total cost to complete the Work under this Delivery Order shall not exceed **Two Million Sixty-Nine Thousand Six Hundred Eighty-One Dollars and Twenty-Five Cents ($2,069,681.25)**.

ARTICLE 4
INSURANCE & BONDS

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form(s). Payment and Performance Bonds are required for this project, and will be provided by the Contractor prior to the start of the Work.

ARTICLE 5
ADDITIONAL TERMS

This Delivery Order is subject to the terms and conditions of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Delivery Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Delivery Order, the Contract, **Exhibit A**, and **Exhibit B** to this Delivery Order, the documents shall govern in that order.

ARTICLE 6
EXHIBITS

This Delivery Order includes and incorporates the following Exhibits:

Exhibit A – Proposal

Exhibit B – Scope of Work

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Delivery Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

SUNLAND ASPHALT & CONSTRUCTION, LLC,
a Delaware limited liability company

Immanuel Martinez, Division Manger
Public Works

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A
TO
DELIVERY ORDER #1

PROPOSAL

PROPOSAL

City Project Name: **FY25 Pavement Preservation**

Solicitation No: **DORFP #1; JOC 2024193 Category 1**

Date: November 12, 2024

Proposal from: Sunland Asphalt & Construction, LLC
(Name of Firm)

To: City of Buckeye, Finance Department

The following proposal 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/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: _____DATED: _____

AMENDMENT NUMBER: _____ DATED: _____

AMENDMENT NUMBER: _____DATED: _____

LUMP SUM PROPOSAL: LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of the bid items listed below:
Six Million Fifty-Four Thosand Eleven Dollars and Twenty-Five Cents Dollars
($ 6,054,011.25).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCOPE OF WORK:

The bid table below is made for the street maintenance services for the City of Buckeye, in accordance with the scope of work as outlined in Exhibit C. The services will be awarded according to available funding. The City retains the right to award any individual items, or all items listed below according to available funding.

Location 1 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Micro Milling	Sq. Yards	68,500	$160,975.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Crack Sealing	Sq. Yards	38,000	$41,800.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Asphalt Patching	Sq. Yards	4,000	$120,000.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Mirco Surfacing Type 3	Sq. Yards	68,500	$445,250.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	ADA Ramp Retrofit	Each	40	$200,000.00
					5% Contingency	$48,401.25
					Location 1 Total	$1,016,426.25
Location 2 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Yuma Rd	Watson	Sundance Pkwy	Micro Milling	Sq. Yards	14,600	$53,290.00
Yuma Rd	Watson	Sundance Pkwy	Crack Sealing	Sq. Yards	14,600	$16,060.00
Yuma Rd	Watson	Sundance Pkwy	Asphalt Patching	Sq. Yards	2,200	$66,000.00
Yuma Rd	Watson	Sundance Pkwy	Micro Surfacing Type 3	Sq. Yards	14,600	$116,800.00
Yuma Rd	Watson	Sundance Pkwy	ADA Ramp Retrofit	Each	4	$12,000.00
					5% Contingency	$13,207.50
					Location 2 Total	$277,357.50
Location 4 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Verrado N/B Lanes	McDowell	Thomas	Crack Sealing	Sq. Yards	13,500	$10,800.00
Verrado N/B Lanes	McDowell	Thomas	Asphalt Patching	Sq. Yards	5,000	$100,000.00
Verrado N/B Lanes	McDowell	Thomas	2" Mill and Overlay	Sq. Yards	13,500	$378,000.00
Verrado S/B Lanes	Thomas	McDowell	Crack Seal	Sq. Yards	14,000	$16,100.00
Verrado S/B Lanes	Thomas	McDowell	Fog Seal	Sq. Yards	14,000	$11,900.00
					5% Contingency	$25,840.00
					Location 4 Total	$542,640.00
Location 5 FY25 Pavement Preservation						

Street	From	To	Application	Units	Quantity	Cost
Baseline	Central	Miller	Edge Milling	Sq. Yards	1,450	$23,925.00
Baseline	Central	Miller	Crack Sealing	Sq. Yards	8,600	$12,040.00
Baseline	Central	Miller	Asphalt Patching	Sq. Yards	2,000	$60,000.00
Baseline	Central	Miller	Nova Chip/UTBWC	Sq. Yards	8,600	$120,400.00
					5% Contingency	$10,818.25
					Location 5 Total	$227,183.25
Location 6 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	MC 85	Beloat	Crack Sealing	Sq. Yards	14,850	$16,335.00
Watson Rd	MC 85	Beloat	Asphalt Patching	Sq. Yards	3,000	$90,000.00
Watson Rd	MC 85	Beloat	Nova Chip/UTBWC	Sq. Yards	14,850	$178,200.00
					5% Contingency	$14,226.75
					Location 6 Total	$298,761.75
Location 7 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Beloat Rd Eastbound	Watson	Existing Overlay Joint	6" AC over 12" AB	Sq. Yards	3,900	$423,150.00
Beloat Rd Westbound	Rainbow	Watson	6" AC over 12" AB	Sq. Yards	7,750	$798,250.00
					5% Contingency	$61,070.00
					Location 7 Total	$1,282,470.00
Location 8 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Alcoran	Miller	Baseline	Edge Milling	Sq. Yards	2,600	$26,000.00
Alcoran	Miller	Baseline	Crack Sealing	Sq. Yards	8,550	$11,970.00
Alcoran	Miller	Baseline	Asphalt Patching	Sq. Yards	2,000	$60,000.00
Alcoran	Miller	Baseline	Nova Chip/UTBWC	Sq. Yards	8,240	$140,080.00
					5% Contingency	$11,902.50
					Location 8 Total	$249,952.50
Location 9 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Southern	Overlay Patch Just W of 22904 W	Rainbow Rd	6" AC over 12" AB	Sq. Yards	21,200	$2,056,400.00
					5% Contingency	$102,820.00
					Location 9 Total	$2,159,220.00
					Grand Total	$6,054,011.25

*Location 3 has been removed from the scope of work.

**Location 1 and 2 involve retrofitting existing ramps to meet ADA (Americans with Disabilities Act) compliance. The retrofit will address any deficiencies in slope, width, handrails, and surface condition to ensure the ramp provides safe and accessible entry for individuals with disabilities, adhering to current ADA guidelines.

Submitted by: Sunland Asphalt & Construction, LLC

SIGNATURE:

NAME: Immanuel Martinez

TITLE: Division Manager - Public works

Principal Office: Sunland Asphalt & Construction, LLC

Address: 1625 E. Northern Ave.

Phoenix, AZ 85020

Telephone: (602) 323-2800

Facsimile: (602) 323-2828

M Immanuel Martinez being duly sworn deposes and says that he/she is the Division Manager - Public Works of Sunland Asphalt & Construction, LLC Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 12th day of November, 2024

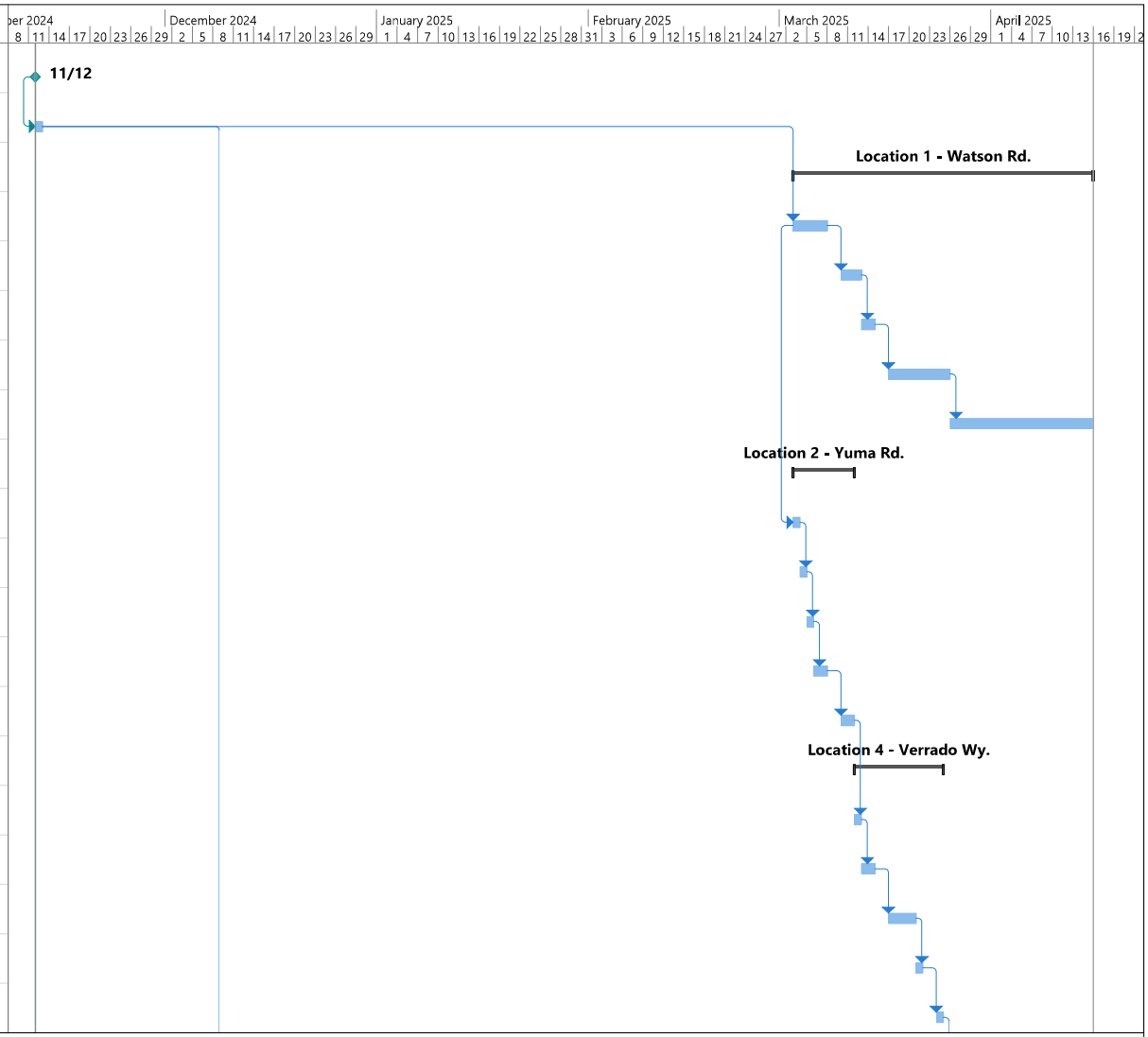
Notary Public: Grace Robinson

My Commission Expires: 16th day of February, 2027

SIGNATURE: Grace Robinson

GRACE ROBINSON
Notary Public - Arizona
Maricopa County
Commission # 642979
My Comm. Expires Feb 16, 2027

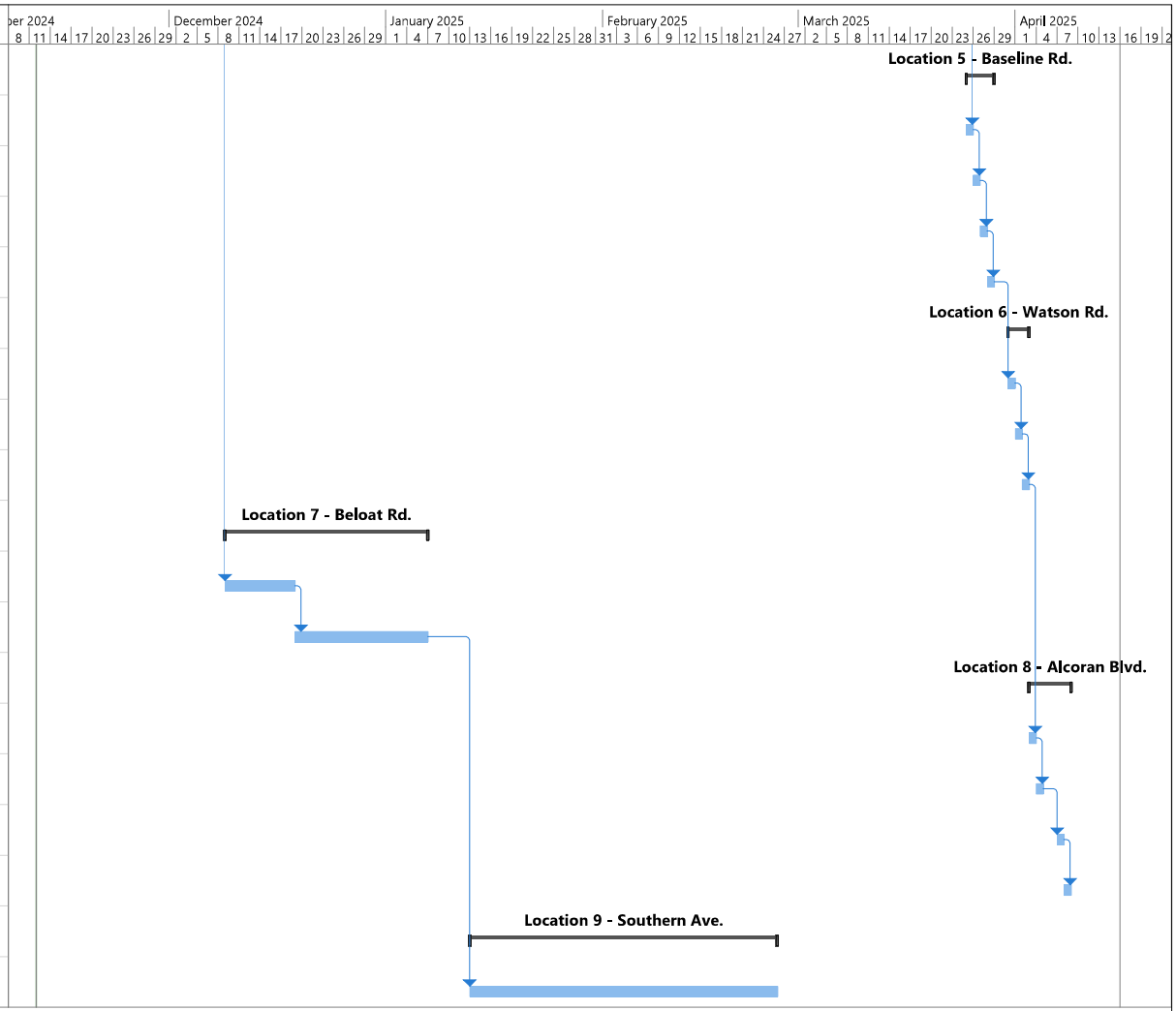
ID	Task Mode	Task Name	Duration	Start	Finish
1		City of Buckeye - DORFP No. 1 - FY25 Pvmt. Pres.	0 days	Tue 11/12/24	Tue 11/12/24
2		Bid Date	1 day	Tue 11/12/24	Tue 11/12/24
3		**Location 1 - Watson Rd.**	**32 days**	**Mon 3/3/25**	**Tue 4/15/25**
4		Micro Milling	5 days	Mon 3/3/25	Fri 3/7/25
5		Crack Sealing	3 days	Mon 3/10/25	Wed 3/12/25
6		Asphalt Patching	2 days	Thu 3/13/25	Fri 3/14/25
7		Micro Surfacing Type 3	7 days	Mon 3/17/25	Tue 3/25/25
8		ADA Ramp Retrofit	15 days	Wed 3/26/25	Tue 4/15/25
9		**Location 2 - Yuma Rd.**	**7 days**	**Mon 3/3/25**	**Tue 3/11/25**
10		Micro Milling	1 day	Mon 3/3/25	Mon 3/3/25
11		Crack Sealing	1 day	Tue 3/4/25	Tue 3/4/25
12		Asphalt Patching	1 day	Wed 3/5/25	Wed 3/5/25
13		Micro Surfacing Type 3	2 days	Thu 3/6/25	Fri 3/7/25
14		ADA Ramp Retrofit	2 days	Mon 3/10/25	Tue 3/11/25
15		**Location 4 - Verrado Wy.**	**9 days**	**Wed 3/12/25**	**Mon 3/24/25**
16		Crack Sealing	1 day	Wed 3/12/25	Wed 3/12/25
17		Asphalt Patching	2 days	Thu 3/13/25	Fri 3/14/25
18		2" Mill and Overlay	4 days	Mon 3/17/25	Thu 3/20/25
19		Crack Seal	1 day	Fri 3/21/25	Fri 3/21/25
20		Fog Seal	1 day	Mon 3/24/25	Mon 3/24/25



Project: 2024193 DORFP 1 - (Sunland Asphalt & Construction, LL
Date: Tue 11/12/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Mode	Task Name	Duration	Start	Finish
21		**Location 5 - Baseline Rd.**	**4 days**	**Tue 3/25/25**	**Fri 3/28/25**
22		Edge Milling	1 day	Tue 3/25/25	Tue 3/25/25
23		Crack Sealing	1 day	Wed 3/26/25	Wed 3/26/25
24		Asphalt Patching	1 day	Thu 3/27/25	Thu 3/27/25
25		Nova Chip/UTBWC	1 day	Fri 3/28/25	Fri 3/28/25
26		**Location 6 - Watson Rd.**	**3 days**	**Mon 3/31/25**	**Wed 4/2/25**
27		Crack Sealing	1 day	Mon 3/31/25	Mon 3/31/25
28		Asphalt Patching	1 day	Tue 4/1/25	Tue 4/1/25
29		Nova Chip/UTBWC	1 day	Wed 4/2/25	Wed 4/2/25
30		**Location 7 - Beloat Rd.**	**21 days**	**Mon 12/9/24**	**Mon 1/6/25**
31		6" AC over 12" AB	8 days	Mon 12/9/24	Wed 12/18/24
32		6" AC over 12" AB	13 days	Thu 12/19/24	Mon 1/6/25
33		**Location 8 - Alcoran Blvd.**	**4 days**	**Thu 4/3/25**	**Tue 4/8/25**
34		Edge Milling	1 day	Thu 4/3/25	Thu 4/3/25
35		Crack Sealing	1 day	Fri 4/4/25	Fri 4/4/25
36		Asphalt Patching	1 day	Mon 4/7/25	Mon 4/7/25
37		Nova Chip/UTBWC	1 day	Tue 4/8/25	Tue 4/8/25
38		**Location 9 - Southern Ave.**	**32 days**	**Mon 1/13/25**	**Tue 2/25/25**
39		6" AC over 12" AB	32 days	Mon 1/13/25	Tue 2/25/25



Project: 2024193 DORFP 1 - (Sunland Asphalt & Construction, LL
Date: Tue 11/12/24

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

City of Buckeye – DORFP No. 1 – FY25 Pavement Preservation

Sunland Asphalt & Construction - JOC Project Scope Inclusions:

Location 1 – Watson Rd. (Nightwork / Spring 2025)
- Micro Milling 3/8", Crack Sealing, 3" Asphalt Patching, Micro Surfacing Type 3, ADA Ramp Retrofit (Retro-Fit the majority and R/R as needed to meet ADA compliance requirements)
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey, and utility adjustments (pre-lowers & final adjustments)

Location 2 – Yuma Rd. (Nightwork / Spring 2025)
- Micro Milling 3/8", Crack Sealing, 3" Asphalt Patching, Micro Surfacing Type 3, ADA Ramp Retrofit (Retro-Fit the majority and R/R as needed to meet ADA compliance requirements)
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey, and utility adjustments (pre-lowers & final adjustments)

Location 4 – Verrado N/B & S/B (Daytime Work / Winter 24' or Spring 25')
- Crack Sealing, 3" Asphalt Patching, 2" Mill and Overlay, Crack Seal, Fog Seal (CSS-1h)
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey, and utility adjustments (pre-lowers & final adjustments)

Location 5 – Baseline Rd. (Daytime Work / Spring 2025)
- ¾" Edge Milling, Crack Sealing, 3" Asphalt Patching, 1" Nova Chip/UTBWC
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), and survey

Location 6 – Watson Rd. (Daytime Work / Spring 2025)
- Crack Sealing, 3" Asphalt Patching, 1" Nova Chip/UTBWC
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), and survey

Location 7 – Beloat Rd. (Full Road Closure / Winter 24' or Spring 25')

- 6" AC over 12" AB Roadway Reconstruction**
- Includes: Full Closure Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey, and utility adjustments (pre-lowers & final adjustments)
- ***Value Engineering / Potential Cost savings on project if pavement section can be revised and CTB (Cement Treated Base) or approved alternate pavement design section can be evaluated for savings on keeping base section and not removing 12" base and replacing with 12" ABC.*

Location 8 – Alcoran Blvd. (Daytime Work / Spring 2025)

- ¾" Edge Milling, Crack Sealing, 3" Asphalt Patching, 1" Nova Chip/UTBWC
- Includes: Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey and utility adjustments (pre-lowers & final adjustments)

Location 9 – Southern Ave. (Full Road Closure / Winter 24' or Spring 25')

- 6" AC over 12" AB Roadway Reconstruction (Widening)**
- Includes: Full Closure Traffic control, pavement markings complete (temp paint, thermoplastic and rpms's), survey, and utility adjustments (pre-lowers & final adjustments)
- ***Value Engineering / Potential Cost savings on project if pavement section can be revised and CTB (Cement Treated Base) or approved alternate pavement design section can be evaluated for savings on keeping base section and not removing 12" base and replacing with 12" ABC.*

EXHIBIT B
TO
DELIVERY ORDER #1

SCOPE OF WORK

Scope of Work:

Contractor to furnish all labor, materials and equipment to perform the demolition and expansion of the materials, equipment required for sealing applications, testing, cleaning, pavement/road marking and protection for adjacent concrete and landscape as required to apply Rubberized Crack Sealant, Asphalt Emulsion Seal Coat, (Master Seal, PMM) to prevent further deterioration of the road surfaces and more particularly defined in Exhibit C, Scope of Work, attached hereto.

The Contractor shall include Community Outreach and Traffic Control as specified in each Scope of Work.

The construction of this project shall be in accordance with the MAG Uniform Standard Specifications for Public Works Construction, and standard specifications as outlined in the Base Job Order Contract latest edition with revisions and corrections thereto.

Location of the Project: City of Buckeye, Arizona.

Due to the nature of this JOC DORFP, Proposals **will not** be opened publicly or read aloud by the City Clerk.

All contractors engaged in City of Buckeye construction shall be licensed in the State of Arizona.

The Delivery Order will be awarded to the JOC Contractor whose proposal is the lowest cost to the City and meets the required construction schedule. The City desires that all permitting and construction work be completed by 06/05/2025 following issuance of the Notice to Proceed to the successful proposer.

After receiving all price proposals, the City will enter into a Delivery Order contract with the selected JOC Contractor. The final executed contract documents will include, by reference, the Job Order Contract, this Delivery Order Request for Proposal (DORFP), the successful proposer's price proposal, the results of any negotiations, additional contract language, and signature pages.

The successful proposer is expected to enter into the standard form of agreement for Delivery Order Services. The Delivery Order terms and conditions are included in your Job Order Contract and Specifications associated with this Delivery Order.

Any doubt as to the requirements of this DORFP, or any apparent omission or discrepancy should be submitted in writing to Travis Stewart, Contracts Administrator at tstewart@buckeyeaz.gov. The City's representative will then determine the appropriate action. If necessary, the City's representative will issue a written amendment to the DORFP. Oral statements or instructions shall not constitute an amendment to this DORFP.

Scope of Work

(Masterseal)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Masterseal** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Slurry Seal Type II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Slurry Seal Type II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with and ASTM D 3910 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to

the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(PMM Asphalt Emulsion Sealcoat)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **PMM** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have

the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Milling/Repair)

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.
- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)
- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.
- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.
- **Application Process:**
  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.
  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.
  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. "Rolling Method Procedure" to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.
- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

- All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.
- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.
- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.
- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Nova Chip/UTBWC)

Scope of Work for Ultra-Thin Bonded Wearing Course Mill and Overlay Projects

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the Ultra-Thin Bonded Wearing Course (UTBWC) mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.

- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)

- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.

- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.

- **Application Process:**

  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.

  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.

  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. “Rolling Method Procedure” to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.

- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

  - All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.

- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.

- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.

- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Polymer Micro Seal II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Polymer Micro Seal II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application. The Micro Seal process does not require continuous feed.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with ASTM D 3910 shall apply.

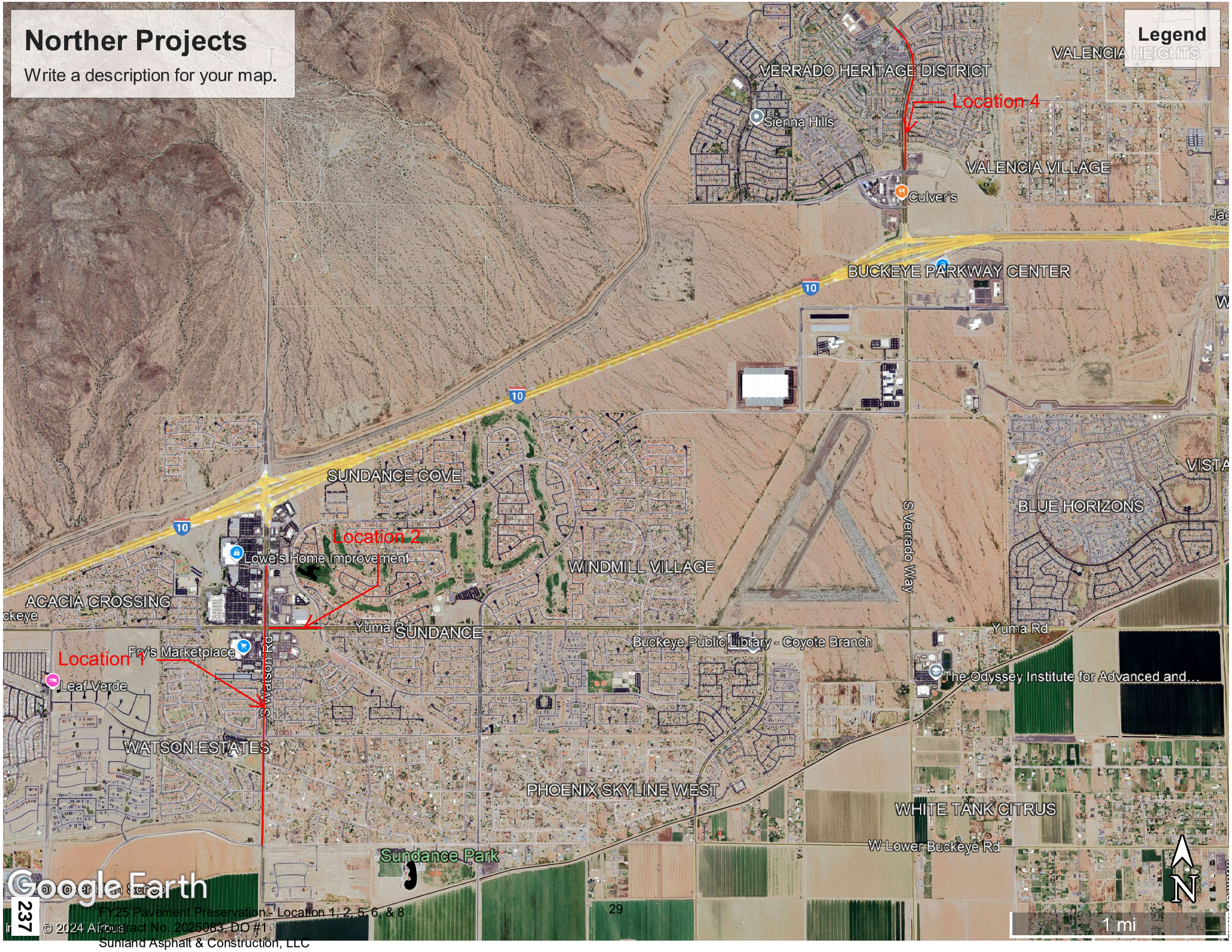
- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements –** Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization. Full street closures are required for residential streets.



237
FY25 Pavement Preservation - Location 1, 2, 5, 6, & 8
Contract No. 2025083, DO #1
Sunland Asphalt & Construction, LLC
29
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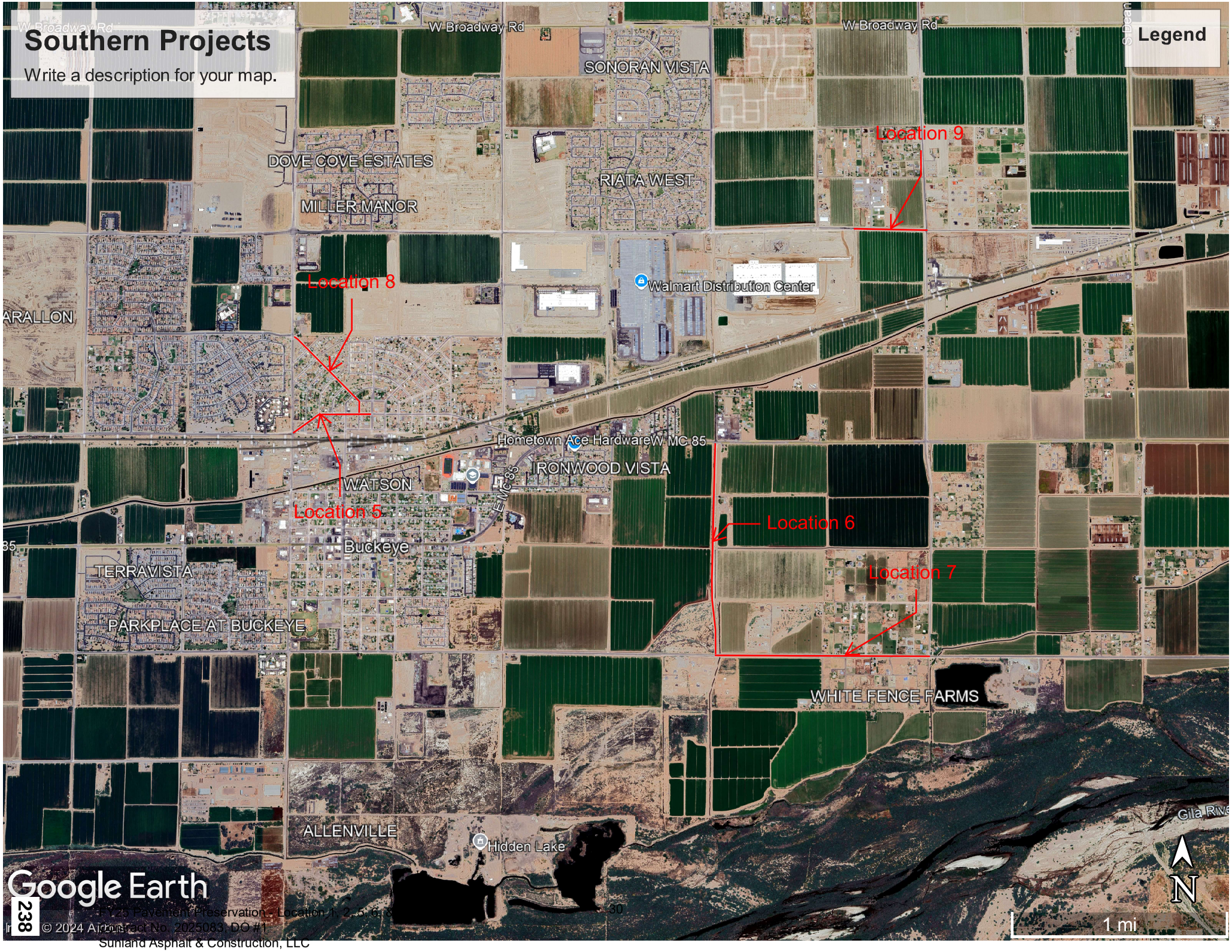
Southern Projects
Write a description for your map.
Legend
W Broadway Rd
W Broadway Rd
W Broadway Rd
SONORAN VISTA
DOVE COVE ESTATES
MILLER MANOR
RIATA WEST
Location 9
Location 8
Walmart Distribution Center
ARALLON
Hometown Ace Hardware
W MC 85
IRONWOOD VISTA
WATSON
Location 5
Location 6
Location 7
Buckeye
TERRAVISTA
PARKPLACE AT BUCKEYE
WHITE FENCE FARMS
ALLENVILLE
Hidden Lake
Gila Rive
Google Earth
© 2024 Airbus
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238
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Contract No. 2025083, DO #1
Sunland Asphalt & Construction, LLC

JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
M.R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC

JOB ORDER CONTRACT NO. 2025081
DELIVERY ORDER #3
FY25 PAVEMENT PRESERVATION – LOCATION 4

THIS DELIVERY ORDER #3 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and M.R. Tanner Development and Construction, LLC, an Arizona limited liability company (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2025081 between the City and Contractor, dated September 3, 2024 (the "Contract").

ARTICLE 1
SCOPE OF WORK

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the Proposal, which is attached hereto as **Exhibit A,** and the Scope of Work, which is attached hereto as **Exhibit B**, and both are incorporated as if fully set forth herein (the "Work"), to complete the FY25 Pavement Preservation – Location 4 project.

ARTICLE 2
SCHEDULE OF COMPLETION OF WORK

The Contractor shall commence work within ten (10) days from issuance by the City of a Notice to Proceed, and shall complete the Work on or before June 5, 2025**.** In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion with the above number of calendar days, as may be extended by any City-approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums owed pursuant to the Contract, the sum of Five Hundred Seventy Dollars and Zero Cents ($570.00) for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the contract price as it becomes due. Should liquidated damages exceed the contract price due or to become due, then the Contractor shall pay the City the difference within three (3) days of receipt of written demand.

ARTICLE 3
COST OF CONSTRUCTION

The total cost to complete the Work under this Delivery Order shall not exceed **Eight Hundred Eighty-Three Thousand Fifty Dollars and Zero Cents ($883,050.00)**.

ARTICLE 4
INSURANCE & BONDS

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form(s). Payment and Performance Bonds are required for this project, and will be provided by the Contractor prior to the start of the Work.

ARTICLE 5
ADDITIONAL TERMS

This Delivery Order is subject to the terms and conditions of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Delivery Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Delivery Order, the Contract, **Exhibit A**, and **Exhibit B** to this Delivery Order, the documents shall govern in that order.

ARTICLE 6
EXHIBITS

This Delivery Order includes and incorporates the following Exhibits:

Exhibit A – Proposal

Exhibit B – Scope of Work

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Delivery Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

M.R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC, an Arizona limited liability company

Chad Montoya

Chad Montoya, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAFV46uP-0ObDKBuCjfL5f

EXHIBIT A
TO
DELIVERY ORDER #3

PROPOSAL

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M.R. Tanner Development & Construction, LLC.
(Contractor's Name)

as Principal, and Merchants National Bonding, Inc., as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of $1,090,000. for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 12th day of November, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for: **JOC DORFP #1; JOC 2024193-Category 1 FY25 Pavement Preservation.**

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.

_____ (L.S.)
(Principal)

Merchants National Bonding, Inc.
(Name of Surety)

By: _____
(Signature)

Wendell Macnab Attorney-In-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Damon Breinholt; Devan Anderson; Nicole Manus; Nicole Steele; Wendell L Macnab

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of November 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of November , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

PROPOSAL

City Project Name: **FY25 Pavement Preservation**

Solicitation No: **DORFP #1; JOC 2024193 Category 1**

Date: 11/12/2024

Proposal from: M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC
(Name of Firm)

To: City of Buckeye, Finance Department

The following proposal 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/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: N/A DATED: N/A

AMENDMENT NUMBER: N/A DATED: N/A

AMENDMENT NUMBER: N/A DATED: N/A

LUMP SUM PROPOSAL: LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of the bid items listed below:

EIGHT MILLION, EIGHT HUNDRED SEVENTY FIVE THOUSAND, SIX HUNDRED AND EIGHT Dollars

($ 8,875,608.00).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCOPE OF WORK:

The bid table below is made for the street maintenance services for the City of Buckeye, in accordance with the scope of work as outlined in Exhibit C. The services will be awarded according to available funding. The City retains the right to award any individual items, or all items listed below according to available funding.

Location 1 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Micro Milling	Sq. Yards	68,500	$263,725.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Crack Sealing	Sq. Yards	38,000	$38,000.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Asphalt Patching	Sq. Yards	4,000	$224,000.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Mirco Surfacing Type 3	Sq. Yards	68,500	$794,600.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	ADA Ramp Retrofit	Each	40	$340,000.00
					5% Contingency	$83,016.25
					Location 1 Total	$1,743,341.25
Location 2 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Yuma Rd	Watson	Sundance Pkwy	Micro Milling	Sq. Yards	14,600	$87,600.00
Yuma Rd	Watson	Sundance Pkwy	Crack Sealing	Sq. Yards	14,600	$14,600.00
Yuma Rd	Watson	Sundance Pkwy	Asphalt Patching	Sq. Yards	2,200	$123,200.00
Yuma Rd	Watson	Sundance Pkwy	Micro Surfacing Type 3	Sq. Yards	14,600	$255,500.00
Yuma Rd	Watson	Sundance Pkwy	ADA Ramp Retrofit	Each	4	$34,000.00
					5% Contingency	$25,745.00
					Location 2 Total	$540,645.00
Location 4 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Verrado N/B Lanes	McDowell	Thomas	Crack Sealing	Sq. Yards	13,500	$13,500.00
Verrado N/B Lanes	McDowell	Thomas	Asphalt Patching	Sq. Yards	5,000	$280,000.00
Verrado N/B Lanes	McDowell	Thomas	2" Mill and Overlay	Sq. Yards	13,500	$526,500.00
Verrado S/B Lanes	Thomas	McDowell	Crack Seal	Sq. Yards	14,000	$14,000.00
Verrado S/B Lanes	Thomas	McDowell	Fog Seal	Sq. Yards	14,000	$7,000.00
					5% Contingency	$42,050.00
					Location 4 Total	$883,050.00
Location 5 FY25 Pavement Preservation						

Street	From	To	Application	Units	Quantity	Cost
Baseline	Central	Miller	Edge Milling	Sq. Yards	1,450	$4,350.00
Baseline	Central	Miller	Crack Sealing	Sq. Yards	8,600	$8,600.00
Baseline	Central	Miller	Asphalt Patching	Sq. Yards	2,000	$112,000.00
Baseline	Central	Miller	Nova Chip/UTBWC	Sq. Yards	8,600	$287,240.00
					5% Contingency	$20,609.50
					Location 5 Total	$432,799.50
Location 6 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	MC 85	Beloat	Crack Sealing	Sq. Yards	14,850	$14,850.00
Watson Rd	MC 85	Beloat	Asphalt Patching	Sq. Yards	3,000	$168,000.00
Watson Rd	MC 85	Beloat	Nova Chip/UTBWC	Sq. Yards	14,850	$325,215.00
					5% Contingency	$25,403.25
					Location 6 Total	$533,468.25
Location 7 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Beloat Rd Eastbound	Watson	Existing Overlay Joint	6" AC over 12" AB	Sq. Yards	3,900	$549,900.00
Beloat Rd Westbound	Rainbow	Watson	6" AC over 12" AB	Sq. Yards	7,750	$1,092,750.00
					5% Contingency	$82,132.50
					Location 7 Total	$1,724,782.50
Location 8 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Alcoran	Miller	Baseline	Edge Milling	Sq. Yards	2,600	$7,800.00
Alcoran	Miller	Baseline	Crack Sealing	Sq. Yards	8,550	$8,550.00
Alcoran	Miller	Baseline	Asphalt Patching	Sq. Yards	2,000	$112,000.00
Alcoran	Miller	Baseline	Nova Chip/UTBWC	Sq. Yards	8,240	$288,400.00
					5% Contingency	$20,837.50
					Location 8 Total	$437,587.50
Location 9 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Southern	Overlay Patch Just W of 22904 W	Rainbow Rd	6" AC over 12" AB	Sq. Yards	21,200	$2,457,080.00
					5% Contingency	$122,854.00
					Location 9 Total	$2,579,934.00
					Grand Total	$8,875,608.00

*Location 3 has been removed from the scope of work.

**Location 1 and 2 involve retrofitting existing ramps to meet ADA (Americans with Disabilities Act) compliance. The retrofit will address any deficiencies in slope, width, handrails, and surface condition to ensure the ramp provides safe and accessible entry for individuals with disabilities, adhering to current ADA guidelines.

Submitted by: M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC

SIGNATURE:

NAME: CHAD MONTOYA

TITLE: VICE PRESIDENT

Principal Office: GILBERT, ARIZONA

Address: 1327 W. SAN PEDRO
GILBERT, AZ 85233

Telephone: 480-633-8500

Facsimile: 480-633-8111

Mr. Chad Montoya being duly sworn deposes and says that he/she is the Vice President of M.R. Tanner Construction Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 12th day of November, 2024

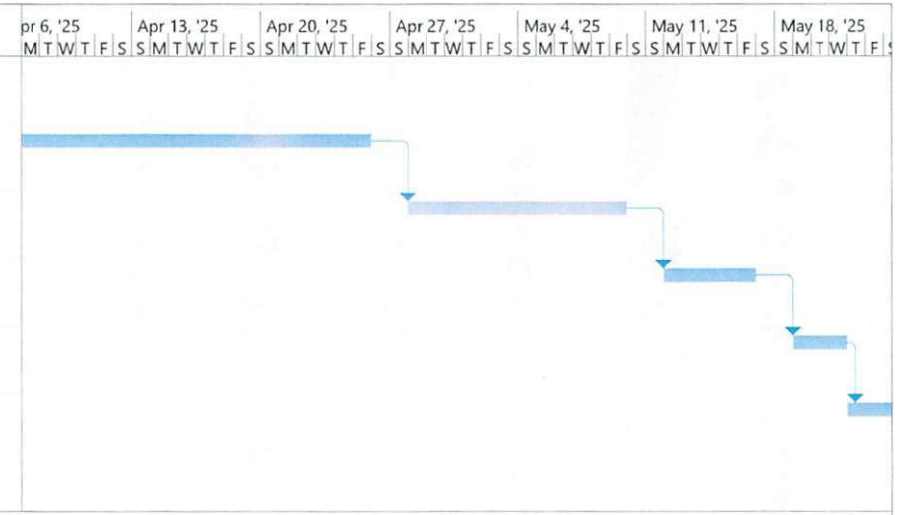
Notary Public: Michelle Keller Michelle Keller

My Commission Expires: 06/25 day of June, 2027

SIGNATURE: Michelle Keller

MICHELLE KELLER, NOTARY PUBLIC
COMM. NO. 652189
COMM. EXP. 06-25-27
MARICOPA CO., AZ

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		ADA RETROFIT	15 days	Mon 4/7/25	Fri 4/25/25
3		ASPHALT PATCHING	10 days	Mon 4/28/25	Fri 5/9/25
4		MICROMILLING	5 days	Mon 5/12/25	Fri 5/16/25
5		CRACKSEAL	3 days	Mon 5/19/25	Wed 5/21/25
6		MICRO SURFACING TYPE 3	6 days	Thu 5/22/25	Thu 5/29/25

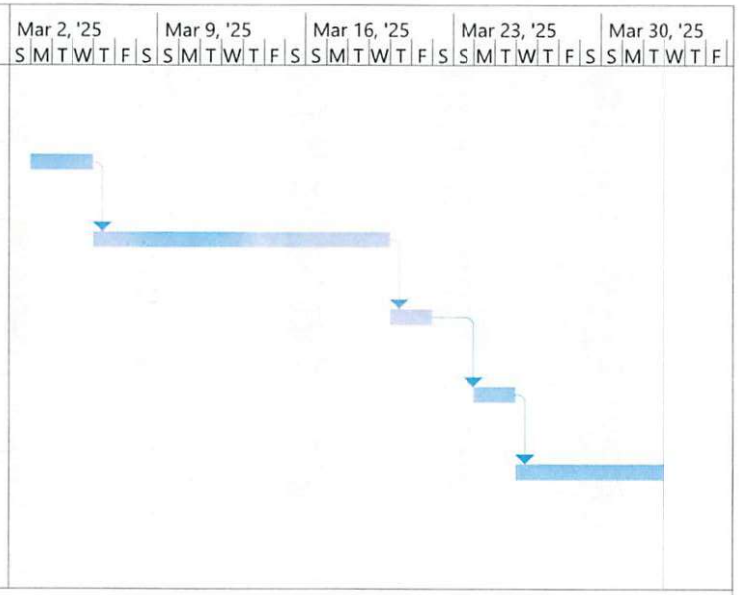


Project: Location 1
Date: Tue 11/12/24

Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		ADA RETROFIT	3 days	Mon 3/3/25	Wed 3/5/25
3		ASPHALT PATCHING	10 days	Thu 3/6/25	Wed 3/19/25
4		MICROMILLING	2 days	Thu 3/20/25	Fri 3/21/25
5		CRACKSEAL	2 days	Mon 3/24/25	Tue 3/25/25
6		MICRO SURFACING TYPE 3	5 days	Wed 3/26/25	Tue 4/1/25

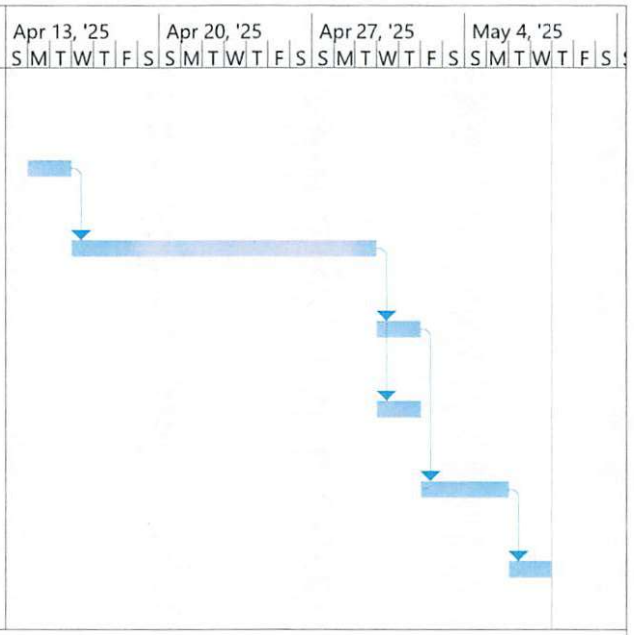


Project: Location 2
Date: Tue 11/12/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		N/B- MILLING	2 days	Mon 4/14/25	Tue 4/15/25
3		N/B ASPHALT PATCHING	10 days	Wed 4/16/25	Tue 4/29/25
4		N/B CRACKSEAL	2 days	Wed 4/30/25	Thu 5/1/25
5		S/B CRACKSEAL	2 days	Wed 4/30/25	Thu 5/1/25
6		N/B OVERLAY	2 days	Fri 5/2/25	Mon 5/5/25
7		S/B FOG SEAL	2 days	Tue 5/6/25	Wed 5/7/25

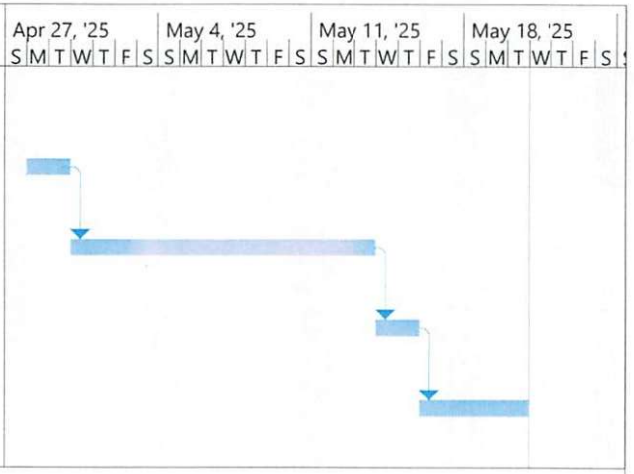


Project: Location 4
Date: Tue 11/12/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		EDGE MILLING	2 days	Mon 4/28/25	Tue 4/29/25
3		ASPHALT PATCHING	10 days	Wed 4/30/25	Tue 5/13/25
4		CRACKSEAL	2 days	Wed 5/14/25	Thu 5/15/25
5		NOVA CHIP/UTBWC	3 days	Fri 5/16/25	Tue 5/20/25

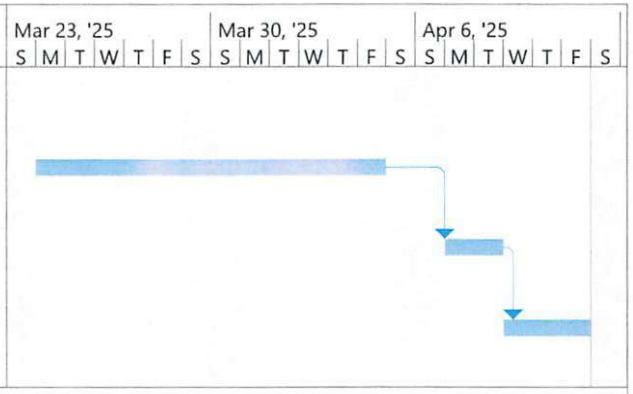


Project: Location 5
Date: Tue 11/12/24

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

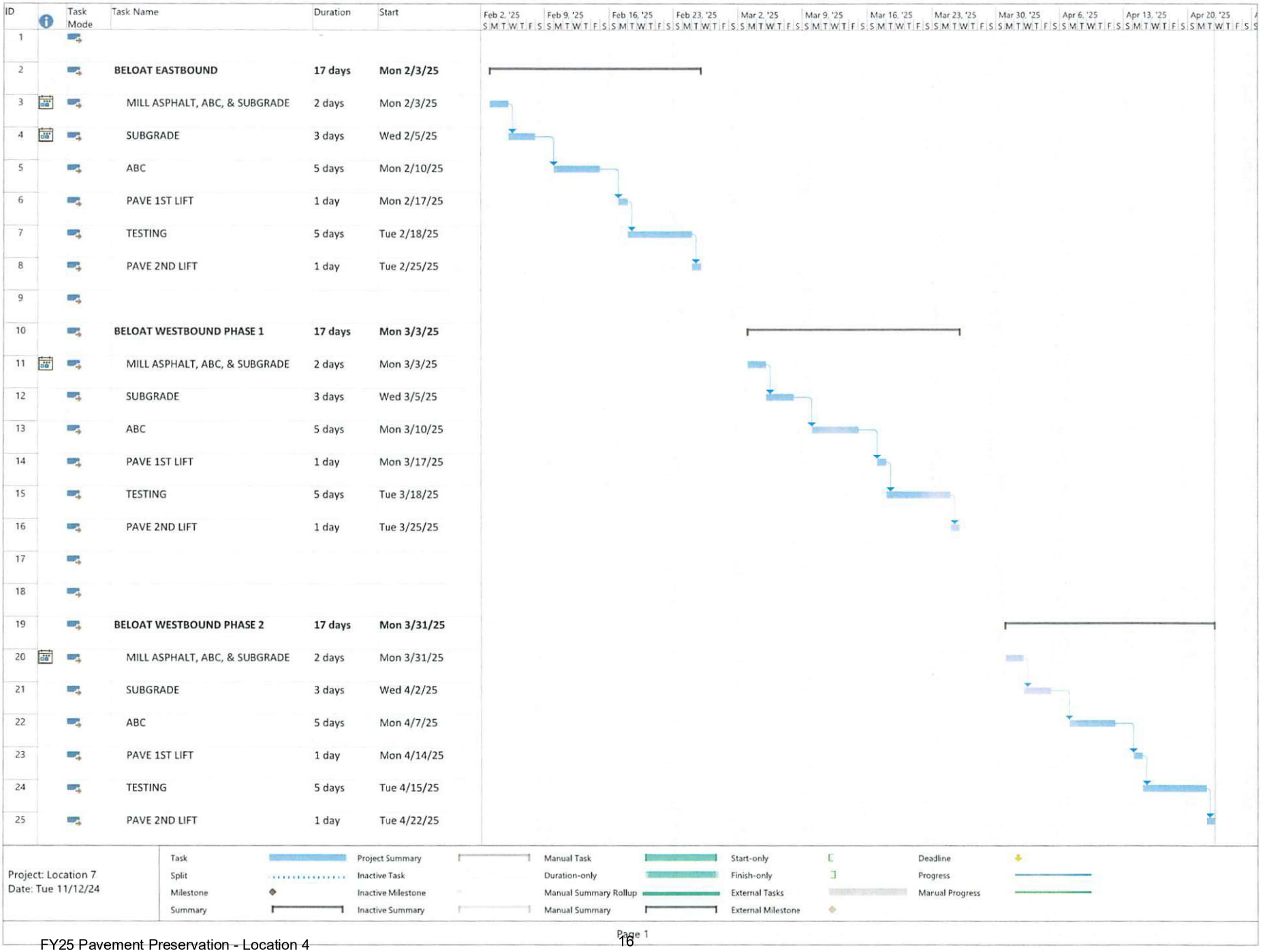
Page 1

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		ASPHALT PATCHING	10 days	Mon 3/24/25	Fri 4/4/25
3		CRACKSEAL	2 days	Mon 4/7/25	Tue 4/8/25
4		NOVA CHIP/UTBWC	3 days	Wed 4/9/25	Fri 4/11/25



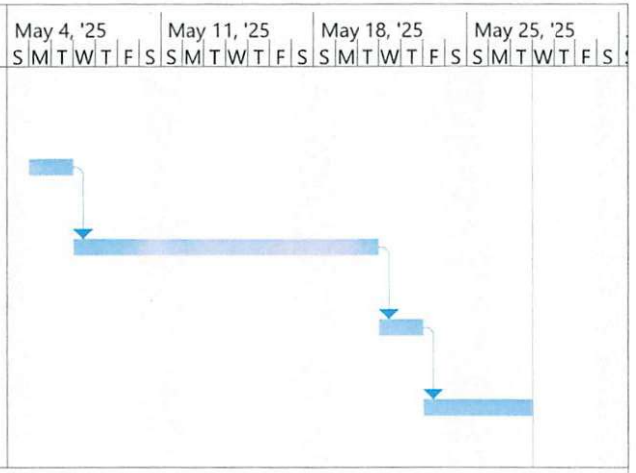
Project: Location 6
Date: Tue 11/12/24

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



ID	Task Mode	Task Name	Duration	Start
1				
2		**BELOAT EASTBOUND**	**17 days**	**Mon 2/3/25**
3		MILL ASPHALT, ABC, & SUBGRADE	2 days	Mon 2/3/25
4		SUBGRADE	3 days	Wed 2/5/25
5		ABC	5 days	Mon 2/10/25
6		PAVE 1ST LIFT	1 day	Mon 2/17/25
7		TESTING	5 days	Tue 2/18/25
8		PAVE 2ND LIFT	1 day	Tue 2/25/25
9				
10		**BELOAT WESTBOUND PHASE 1**	**17 days**	**Mon 3/3/25**
11		MILL ASPHALT, ABC, & SUBGRADE	2 days	Mon 3/3/25
12		SUBGRADE	3 days	Wed 3/5/25
13		ABC	5 days	Mon 3/10/25
14		PAVE 1ST LIFT	1 day	Mon 3/17/25
15		TESTING	5 days	Tue 3/18/25
16		PAVE 2ND LIFT	1 day	Tue 3/25/25
17				
18				
19		**BELOAT WESTBOUND PHASE 2**	**17 days**	**Mon 3/31/25**
20		MILL ASPHALT, ABC, & SUBGRADE	2 days	Mon 3/31/25
21		SUBGRADE	3 days	Wed 4/2/25
22		ABC	5 days	Mon 4/7/25
23		PAVE 1ST LIFT	1 day	Mon 4/14/25
24		TESTING	5 days	Tue 4/15/25
25		PAVE 2ND LIFT	1 day	Tue 4/22/25

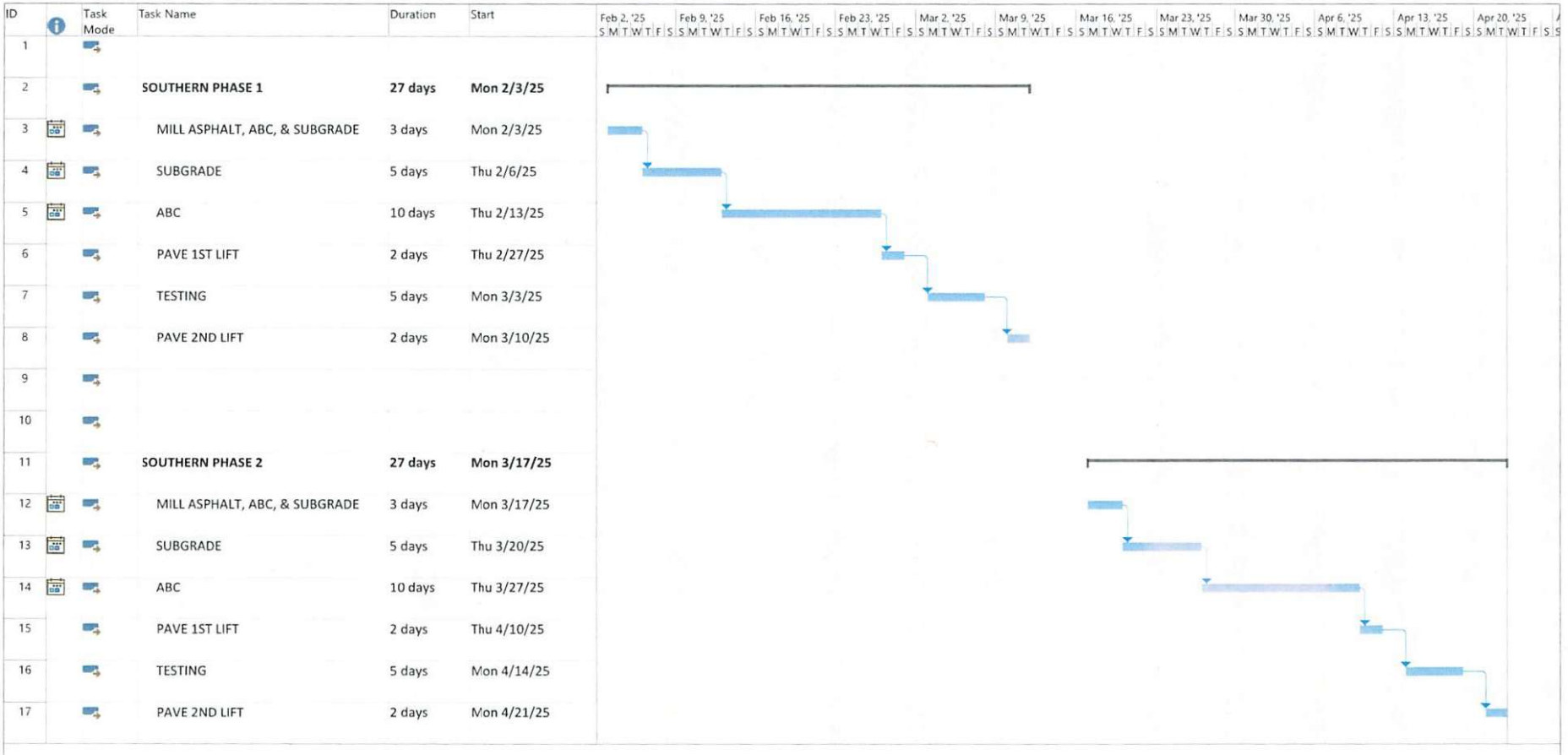
ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		EDGE MILLING	2 days	Mon 5/5/25	Tue 5/6/25
3		ASPHALT PATCHING	10 days	Wed 5/7/25	Tue 5/20/25
4		CRACKSEAL	2 days	Wed 5/21/25	Thu 5/22/25
5		NOVA CHIP/UTBWC	3 days	Fri 5/23/25	Tue 5/27/25



Project: Location 8
Date: Tue 11/12/24

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Page 1



ID	Task Mode	Task Name	Duration	Start
1				
2		**SOUTHERN PHASE 1**	**27 days**	**Mon 2/3/25**
3		MILL ASPHALT, ABC, & SUBGRADE	3 days	Mon 2/3/25
4		SUBGRADE	5 days	Thu 2/6/25
5		ABC	10 days	Thu 2/13/25
6		PAVE 1ST LIFT	2 days	Thu 2/27/25
7		TESTING	5 days	Mon 3/3/25
8		PAVE 2ND LIFT	2 days	Mon 3/10/25
9				
10				
11		**SOUTHERN PHASE 2**	**27 days**	**Mon 3/17/25**
12		MILL ASPHALT, ABC, & SUBGRADE	3 days	Mon 3/17/25
13		SUBGRADE	5 days	Thu 3/20/25
14		ABC	10 days	Thu 3/27/25
15		PAVE 1ST LIFT	2 days	Thu 4/10/25
16		TESTING	5 days	Mon 4/14/25
17		PAVE 2ND LIFT	2 days	Mon 4/21/25

Project: Location 9
Date: Tue 11/12/24

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

EXHIBIT B
TO
DELIVERY ORDER #3

SCOPE OF WORK

Scope of Work:

Contractor to furnish all labor, materials and equipment to perform the demolition and expansion of the materials, equipment required for sealing applications, testing, cleaning, pavement/road marking and protection for adjacent concrete and landscape as required to apply Rubberized Crack Sealant, Asphalt Emulsion Seal Coat, (Master Seal, PMM) to prevent further deterioration of the road surfaces and more particularly defined in Exhibit C, Scope of Work, attached hereto.

The Contractor shall include Community Outreach and Traffic Control as specified in each Scope of Work.

The construction of this project shall be in accordance with the MAG Uniform Standard Specifications for Public Works Construction, and standard specifications as outlined in the Base Job Order Contract latest edition with revisions and corrections thereto.

Location of the Project: City of Buckeye, Arizona.

Due to the nature of this JOC DORFP, Proposals **will not** be opened publicly or read aloud by the City Clerk.

All contractors engaged in City of Buckeye construction shall be licensed in the State of Arizona.

The Delivery Order will be awarded to the JOC Contractor whose proposal is the lowest cost to the City and meets the required construction schedule. The City desires that all permitting and construction work be completed by 06/05/2025 following issuance of the Notice to Proceed to the successful proposer.

After receiving all price proposals, the City will enter into a Delivery Order contract with the selected JOC Contractor. The final executed contract documents will include, by reference, the Job Order Contract, this Delivery Order Request for Proposal (DORFP), the successful proposer's price proposal, the results of any negotiations, additional contract language, and signature pages.

The successful proposer is expected to enter into the standard form of agreement for Delivery Order Services. The Delivery Order terms and conditions are included in your Job Order Contract and Specifications associated with this Delivery Order.

Any doubt as to the requirements of this DORFP, or any apparent omission or discrepancy should be submitted in writing to Travis Stewart, Contracts Administrator at tstewart@buckeyeaz.gov. The City's representative will then determine the appropriate action. If necessary, the City's representative will issue a written amendment to the DORFP. Oral statements or instructions shall not constitute an amendment to this DORFP.

Scope of Work

(Masterseal)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Masterseal** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Slurry Seal Type II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Slurry Seal Type II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with and ASTM D 3910 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to

the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(PMM Asphalt Emulsion Sealcoat)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **PMM** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have

the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Milling/Repair)

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.
- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)
- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.
- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.
- **Application Process:**
  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.
  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.
  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. "Rolling Method Procedure" to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.
- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

- All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.
- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.
- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.
- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Nova Chip/UTBWC)

Scope of Work for Ultra-Thin Bonded Wearing Course Mill and Overlay Projects

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the Ultra-Thin Bonded Wearing Course (UTBWC) mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.

- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)

- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.

- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.

- **Application Process:**

  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.

  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.

  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. “Rolling Method Procedure” to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.

- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

  - All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.

- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.

- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.

- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Polymer Micro Seal II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Polymer Micro Seal II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application. The Micro Seal process does not require continuous feed.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with ASTM D 3910 shall apply.

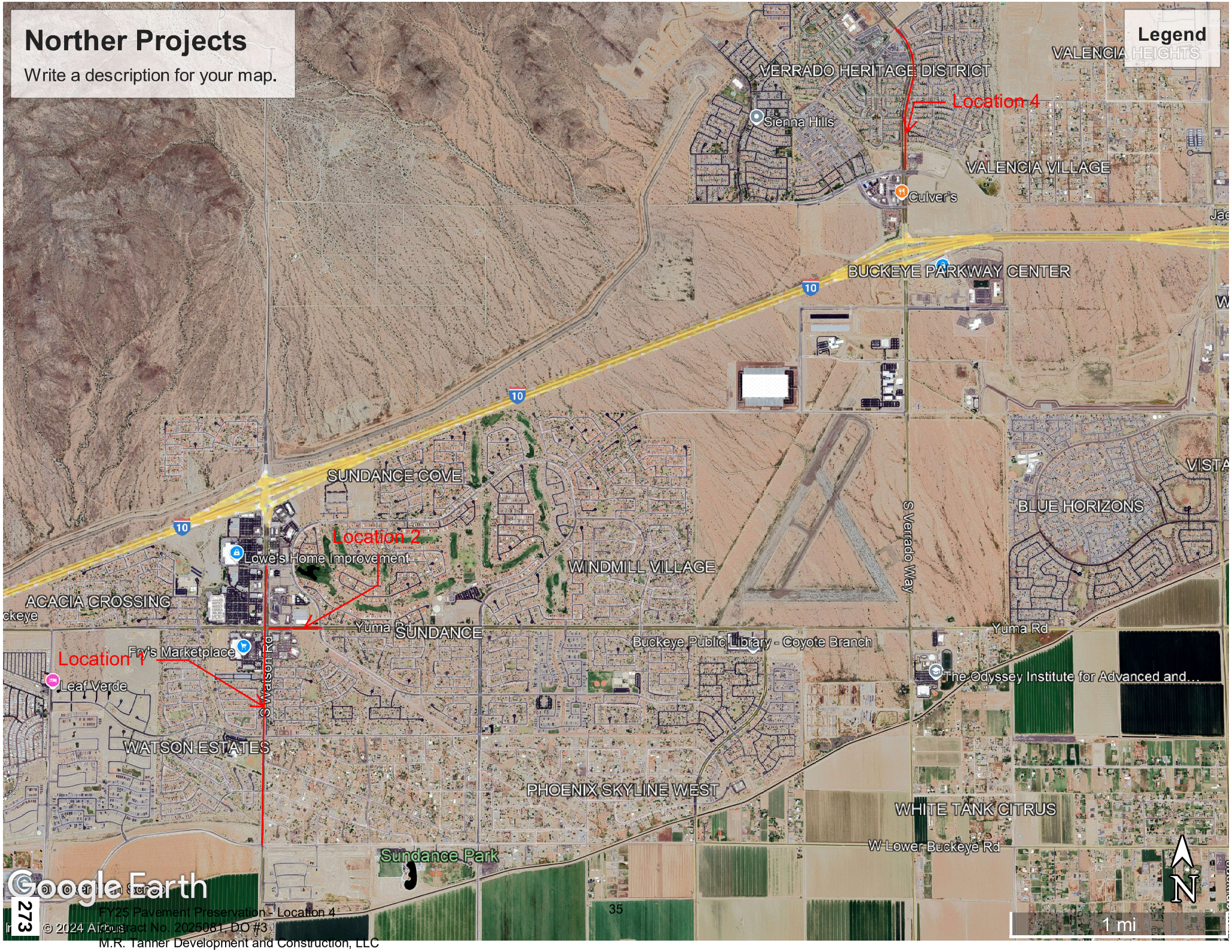
- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements –** Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization. Full street closures are required for residential streets.


Norther Projects
Write a description for your map.
Legend
VERRADO HERITAGE DISTRICT
Location 4
Sienna Hills
VALENCIA VILLAGE
Culver's
BUCKEYE PARKWAY CENTER
10
SUNDANCE COVE
S Verrado Way
BLUE HORIZONS
Location 2
Lowe's Home Improvement
WINDMILL VILLAGE
ACACIA CROSSING
Yuma
SUNDANCE
Yuma Rd
Buckeye Public Library - Coyote Branch
Fry's Marketplace
Location 1
S Watson Rd
Leaf Verde
The Odyssey Institute for Advanced and...
WATSON ESTATES
PHOENIX SKYLINE WEST
WHITE TANK CITRUS
W Lower Buckeye Rd
Sundance Park
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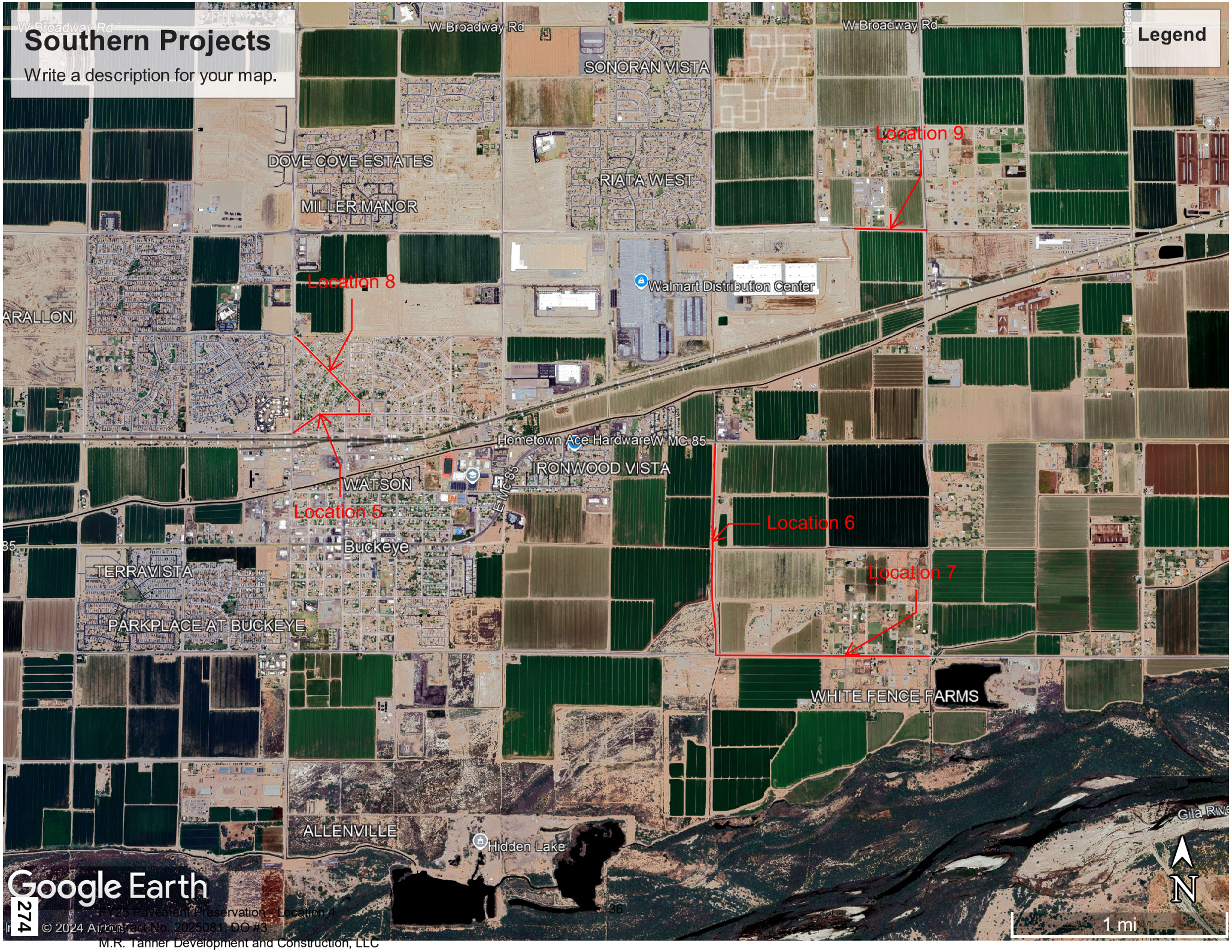
FY25 Pavement Preservation - Location 4
Contract No. 20250611, DO #3
M.R. Tanner Development and Construction, LLC


Southern Projects
Write a description for your map.
Legend
W Broadway Rd
W Broadway Rd
W Broadway Rd
SONORAN VISTA
DOVE COVE ESTATES
MILLER MANOR
RIATA WEST
Location 9
Location 8
Walmart Distribution Center
ARALLON
Hometown Ace Hardware
W MC 85
IRONWOOD VISTA
WATSON
Location 5
Location 6
Location 7
Buckeye
TERRAVISTA
PARKPLACE AT BUCKEYE
WHITE FENCE FARMS
ALLENVILLE
Hidden Lake
Gila Rive
Google Earth
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JOB ORDER CONTRACT DELIVERY ORDER
BETWEEN
THE CITY OF BUCKEYE
AND
TALIS CONSTRUCTION CORPORATION

JOB ORDER CONTRACT NO. 2025084
DELIVERY ORDER #1
FY25 PAVEMENT PRESERVATION – LOCATION 7

THIS DELIVERY ORDER #1 (this "Delivery Order") is entered into as of _____, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City"), and TALIS Construction Corporation, an Arizona corporation (the "Contractor"). This Delivery Order is subject to and governed by the terms and conditions of Job Order Contract No. 2025084 between the City and Contractor, dated September 3, 2024 (the "Contract").

ARTICLE 1
SCOPE OF WORK

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the Proposal, which is attached hereto as **Exhibit A,** and the Scope of Work, which is attached hereto as **Exhibit B**, and both are incorporated as if fully set forth herein (the "Work"), to complete the FY25 Pavement Preservation – Location 7 project.

ARTICLE 2
SCHEDULE OF COMPLETION OF WORK

The Contractor shall commence work within ten (10) days from issuance by the City of a Notice to Proceed, and shall complete the Work on or before June 5, 2025**.** In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion with the above number of calendar days, as may be extended by any City-approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums owed pursuant to the Contract, the sum of Seven Hundred Ten Dollars and Zero Cents ($710.00) for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the contract price as it becomes due. Should liquidated damages exceed the contract price due or to become due, then the Contractor shall pay the City the difference within three (3) days of receipt of written demand.

ARTICLE 3
COST OF CONSTRUCTION

The total cost to complete the Work under this Delivery Order shall not exceed **One Million Four Hundred Seventy-Six Thousand Eight Hundred Twenty-Nine Dollars and Seventy-Three Cents ($1,476,829.73)**.

ARTICLE 4
INSURANCE & BONDS

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form(s). Payment and Performance Bonds are required for this project, and will be provided by the Contractor prior to the start of the Work.

ARTICLE 5
ADDITIONAL TERMS

This Delivery Order is subject to the terms and conditions of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Delivery Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Delivery Order, the Contract, **Exhibit A**, and **Exhibit B** to this Delivery Order, the documents shall govern in that order.

ARTICLE 6
EXHIBITS

This Delivery Order includes and incorporates the following Exhibits:

Exhibit A – Proposal

Exhibit B – Scope of Work

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Delivery Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONTRACTOR:

TALIS CONSTRUCTION CORPORATION,
an Arizona corporation

manuel lopez
_____
Manuel Lopez, President

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi
_____
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAVx5ivQDH1PNXKhqw7Rdj55nZ1TWNkuAp

EXHIBIT A
TO
DELIVERY ORDER #1

PROPOSAL

PROPOSAL

City Project Name: **FY25 Pavement Preservation**

Solicitation No: **DORFP #1; JOC 2024193 Category 1**

Date: November 12, 2024

Proposal from: TALIS Construction Corporation
(Name of Firm)

To: City of Buckeye, Finance Department

The following proposal 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/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

AMENDMENT NUMBER: _____ DATED: _____

AMENDMENT NUMBER: _____ DATED: _____

AMENDMENT NUMBER: _____ DATED: _____

LUMP SUM PROPOSAL: LUMP SUM PROPOSAL:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specification and all associated addenda for the lump sum of the bid items listed below:
Seven million eighty six thousand five hundred and twenty six dollars and thirteen cents Dollars
($ 7,086,526.13).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

SCOPE OF WORK:

The bid table below is made for the street maintenance services for the City of Buckeye, in accordance with the scope of work as outlined in Exhibit C. The services will be awarded according to available funding. The City retains the right to award any individual items, or all items listed below according to available funding.

Location 1 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Micro Milling	Sq. Yards	68,500	$203,445.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Crack Sealing	Sq. Yards	38,000	$82,840.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Asphalt Patching	Sq. Yards	4,000	$328,000.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	Mirco Surfacing Type 3	Sq. Yards	68,500	$478,130.00
Watson Rd	Lower Buckeye Rd	Sundance Pkwy	ADA Ramp Retrofit	Each	40	$320,000.00
					5% Contingency	$70,620.75
					Location 1 Total	$1,483,035.75
Location 2 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Yuma Rd	Watson	Sundance Pkwy	Micro Milling	Sq. Yards	14,600	$50,808.00
Yuma Rd	Watson	Sundance Pkwy	Crack Sealing	Sq. Yards	14,600	$32,266.00
Yuma Rd	Watson	Sundance Pkwy	Asphalt Patching	Sq. Yards	2,200	$180,400.00
Yuma Rd	Watson	Sundance Pkwy	Micro Surfacing Type 3	Sq. Yards	14,600	$118,698.00
Yuma Rd	Watson	Sundance Pkwy	ADA Ramp Retrofit	Each	4	$32,000.00
					5% Contingency	$20,708.60
					Location 2 Total	$434,880.60
Location 4 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Verrado N/B Lanes	McDowell	Thomas	Crack Sealing	Sq. Yards	13,500	$18,630.00
Verrado N/B Lanes	McDowell	Thomas	Asphalt Patching	Sq. Yards	5,000	$410,000.00
Verrado N/B Lanes	McDowell	Thomas	2" Mill and Overlay	Sq. Yards	13,500	$466,695.00
Verrado S/B Lanes	Thomas	McDowell	Crack Seal	Sq. Yards	14,000	$19,320.00
Verrado S/B Lanes	Thomas	McDowell	Fog Seal	Sq. Yards	14,000	$41,860.00
					5% Contingency	$47,825.25
					Location 4 Total	$1,004,330.25
Location 5 FY25 Pavement Preservation						

Street	From	To	Application	Units	Quantity	Cost
Baseline	Central	Miller	Edge Milling	Sq. Yards	1,450	N/A
Baseline	Central	Miller	Crack Sealing	Sq. Yards	8,600	N/A
Baseline	Central	Miller	Asphalt Patching	Sq. Yards	2,000	N/A
Baseline	Central	Miller	Nova Chip/UTBWC	Sq. Yards	8,600	N/A
					5% Contingency	N/A
					Location 5 Total	NO BID
Location 6 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Watson Rd	MC 85	Beloat	Crack Sealing	Sq. Yards	14,850	N/A
Watson Rd	MC 85	Beloat	Asphalt Patching	Sq. Yards	3,000	N/A
Watson Rd	MC 85	Beloat	Nova Chip/UTBWC	Sq. Yards	14,850	N/A
					5% Contingency	N/A
					Location 6 Total	NO BID
Location 7 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Beloat Rd Eastbound	Watson	Existing Overlay Joint	6" AC over 12" AB	Sq. Yards	3,900	$470,847.00
Beloat Rd Westbound	Rainbow	Watson	6" AC over 12" AB	Sq. Yards	7,750	$935,657.50
					5% Contingency	$70,325.23
					Location 7 Total	$1,476,829.73
Location 8 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Alcoran	Miller	Baseline	Edge Milling	Sq. Yards	2,600	N/A
Alcoran	Miller	Baseline	Crack Sealing	Sq. Yards	8,550	N/A
Alcoran	Miller	Baseline	Asphalt Patching	Sq. Yards	2,000	N/A
Alcoran	Miller	Baseline	Nova Chip/UTBWC	Sq. Yards	8,240	N/A
					5% Contingency	N/A
					Location 8 Total	NO BID
Location 9 FY25 Pavement Preservation						
Street	**From**	**To**	**Application**	**Units**	**Quantity**	**Cost**
Southern	Overlay Patch Just W of 22904 W	Rainbow Rd	6" AC over 12" AB	Sq. Yards	21,200	$2,559,476.00
					5% Contingency	$127,973.80
					Location 9 Total	$2,687,449.80
					Grand Total	$7,086,526.13

*Location 3 has been removed from the scope of work.

**Location 1 and 2 involve retrofitting existing ramps to meet ADA (Americans with Disabilities Act) compliance. The retrofit will address any deficiencies in slope, width, handrails, and surface condition to ensure the ramp provides safe and accessible entry for individuals with disabilities, adhering to current ADA guidelines.

Submitted by: TALIS Construction Corporation

SIGNATURE: [signature]

NAME: Timothy Boyer

TITLE: JOC Manager

Principal Office: TALIS Main Office

Address: 1167 W. Javelina Ave.

Mesa, AZ 85210

Telephone: 602-989-4758

Facsimile: 480-557-6200

M Timothy Boyer being duly sworn deposes and says that he/she is the JOC Manager of TALIS Corp Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 12th day of November, 2024

Notary Public: Katelyn Jan Marquez

My Commission Expires: 26 day of March, 2028

SIGNATURE: [signature]

KATELYN JAN MARQUEZ
Notary Public, State of Arizona
Maricopa County
Commission # 665687
My Commission Expires
March 26, 2028

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, **TALIS Construction Corporation**

(Contractor's Name)

as Principal, and **The Ohio Casualty Insurance Company**, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of **Ten Percent (10%) of *** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

*** Principal's Bid Amount**

Signed this **11th** day of **November**, 20**24**.

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for: **JOC DORFP #1; JOC 2024193-Category 1 FY25 Pavement Preservation.**

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.

TALIS Construction Corporation

(L.S.)

(Principal)

The Ohio Casualty Insurance Company

(Name of Surety)

By: Debbie Clayton

(Signature)

Debbie Clayton, Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209965-969682**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexandra Haas; Brian D. Wilder; Debbie Clayton; Holly Byrd; Randi L. Morgan; Saralyn Seymour; Tina Marie Perkins; Tyler Graves

all of the city of Tempe state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of November, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original on file with the Department of Insurance and Financial Institutions of the State of Arizona and consists of 1 pages(s)

Here unto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 7 February 2023.

Authorized Representative

Certificate No.: 302008

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, GERMAINE L. MARKS, Director of Insurance of the State of Arizona, do hereby certify that

THE OHIO CASUALTY INSURANCE COMPANY
Domiciled in New Hampshire
NAIC NO. 24074

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2012.

Germaine L. Marks

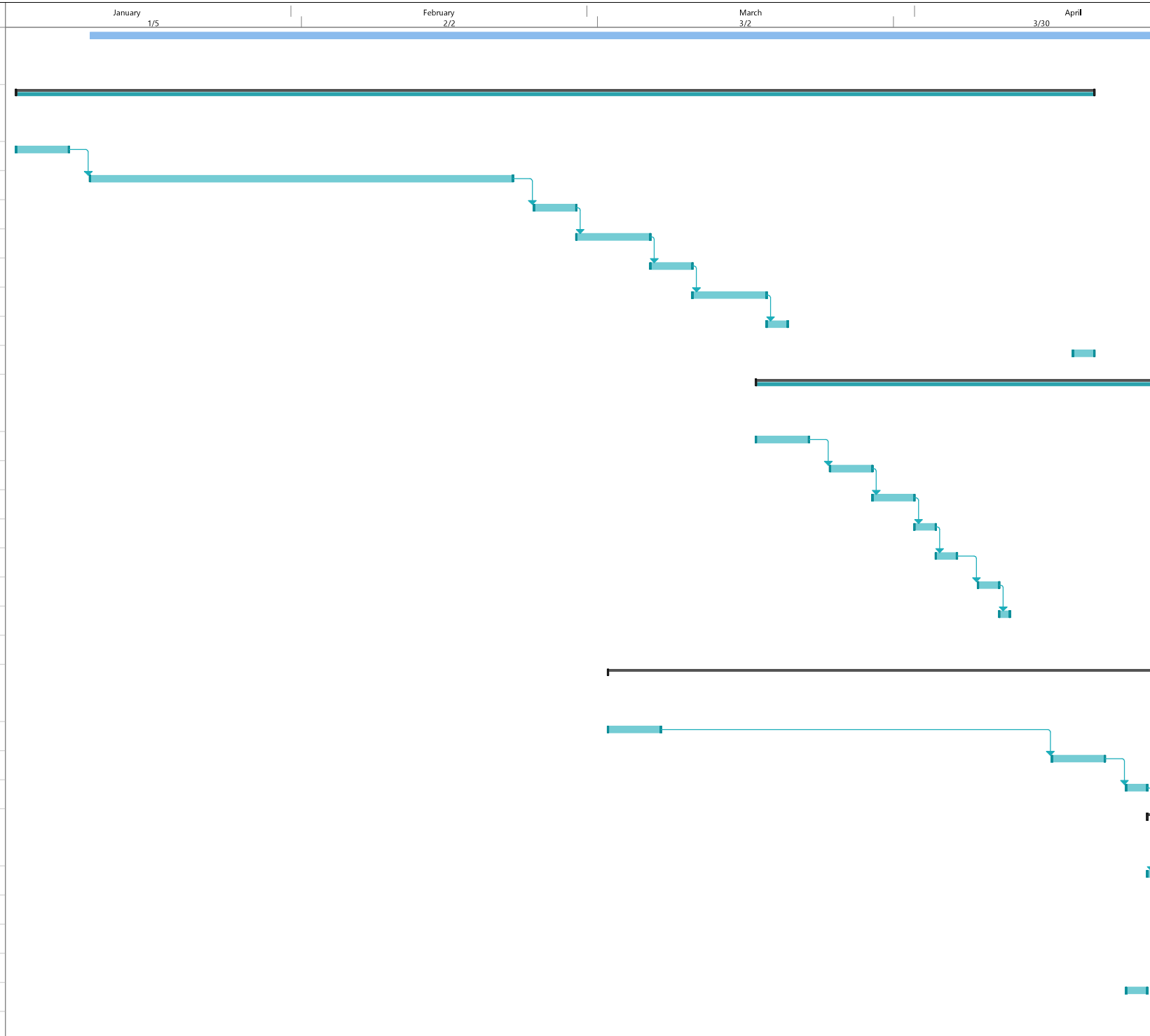
Germaine L. Marks
Director of Insurance

DIRECTOR OF INSURANCE
GREAT SEAL
STATE OF ARIZONA

273960

FY25 PAVEMENT PRESERVATION
TENTATIVE PROJECT SCHEDULE

	Duration	Start	Finish
	85 days	**Mon 1/13/25**	**Fri 5/9/25**
	74 days	**Mon 1/6/25**	**Thu 4/17/25**
	5 days	Mon 1/6/25	Fri 1/10/25
	30 days	Mon 1/13/25	Fri 2/21/25
	4 days	Mon 2/24/25	Thu 2/27/25
	5 days	Fri 2/28/25	Thu 3/6/25
	2 days	Fri 3/7/25	Mon 3/10/25
	5 days	Tue 3/11/25	Mon 3/17/25
	2 days	Tue 3/18/25	Wed 3/19/25
	2 days	Wed 4/16/25	Thu 4/17/25
e Pkwy	**38 days**	**Mon 3/17/25**	**Wed 5/7/25**
	5 days	Mon 3/17/25	Fri 3/21/25
	4 days	Mon 3/24/25	Thu 3/27/25
	2 days	Fri 3/28/25	Mon 3/31/25
	2 days	Tue 4/1/25	Wed 4/2/25
	2 days	Thu 4/3/25	Fri 4/4/25
	2 days	Mon 4/7/25	Tue 4/8/25
	1 day	Wed 4/9/25	Wed 4/9/25
	1 day	Wed 5/7/25	Wed 5/7/25
s Rd	**49 days**	**Mon 3/3/25**	**Thu 5/8/25**
	5 days	Mon 3/3/25	Fri 3/7/25
	5 days	Mon 4/14/25	Fri 4/18/25
	2 days	Mon 4/21/25	Tue 4/22/25
	10 days	**Wed 4/23/25**	**Tue 5/6/25**
	2 days	Wed 4/23/25	Thu 4/24/25
	2 days	Fri 4/25/25	Mon 4/28/25
	2 days	Tue 4/29/25	Wed 4/30/25
	2 days	Mon 5/5/25	Tue 5/6/25
	lays	Mon 4/21/25	Tue 4/22/25
	1 day	Tue 4/29/25	Tue 4/29/25



FY25 PAVEMENT PRESERVATION
TENTATIVE PROJECT SCHEDULE

	Duration	Start	Finish
	1 day	Thu 5/8/25	Thu 5/8/25
v Rd	**25 days**	**Mon 3/3/25**	**Fri 4/4/25**
	5 days	Mon 3/3/25	Fri 3/7/25
: 6"	**20 days**	**Mon 3/10/25**	**Fri 4/4/25**
	1 day	Mon 3/10/25	Mon 3/10/25
	2 days	Tue 3/11/25	Wed 3/12/25
	4 days	Thu 3/13/25	Tue 3/18/25
	4 days	Wed 3/19/25	Mon 3/24/25
	2 days	Tue 3/25/25	Wed 3/26/25
	5 days	Thu 3/27/25	Wed 4/2/25
	1 day	Thu 4/3/25	Thu 4/3/25
	1 day	Fri 4/4/25	Fri 4/4/25
r 12" AI	**20 days**	**Mon 3/10/25**	**Fri 4/4/25**
	1 day	Mon 3/10/25	Mon 3/10/25
	2 days	Tue 3/11/25	Wed 3/12/25
	4 days	Thu 3/13/25	Tue 3/18/25
	4 days	Wed 3/19/25	Mon 3/24/25
	2 days	Tue 3/25/25	Wed 3/26/25
	5 days	Thu 3/27/25	Wed 4/2/25
	1 day	Thu 4/3/25	Thu 4/3/25
	1 day	Fri 4/4/25	Fri 4/4/25
thern	**27 days**	**Thu 4/3/25**	**Fri 5/9/25**
	5 days	Thu 4/3/25	Wed 4/9/25
	25 days	**Mon 4/7/25**	**Fri 5/9/25**
	1 day	Mon 4/7/25	Mon 4/7/25
	2 days	Thu 4/10/25	Fri 4/11/25
	4 days	Mon 4/14/25	Thu 4/17/25
	4 days	Fri 4/18/25	Wed 4/23/25
	2 days	Thu 4/24/25	Fri 4/25/25
	5 days	Thu 5/1/25	Wed 5/7/25
	lay	Thu 5/8/25	Thu 5/8/25
	lay	Fri 5/9/25	Fri 5/9/25

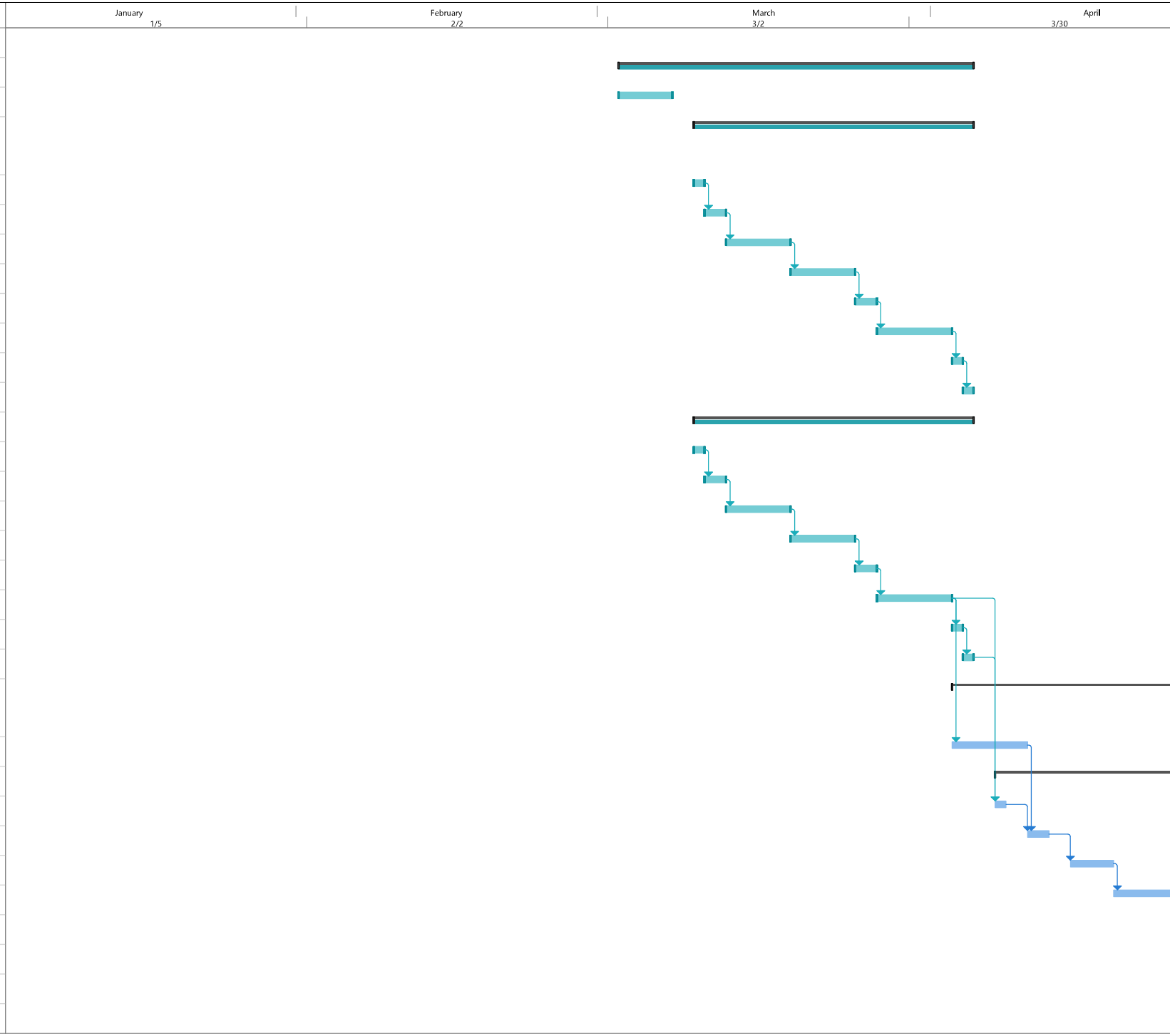


EXHIBIT B
TO
DELIVERY ORDER #1

SCOPE OF WORK

Scope of Work:

Contractor to furnish all labor, materials and equipment to perform the demolition and expansion of the materials, equipment required for sealing applications, testing, cleaning, pavement/road marking and protection for adjacent concrete and landscape as required to apply Rubberized Crack Sealant, Asphalt Emulsion Seal Coat, (Master Seal, PMM) to prevent further deterioration of the road surfaces and more particularly defined in Exhibit C, Scope of Work, attached hereto.

The Contractor shall include Community Outreach and Traffic Control as specified in each Scope of Work.

The construction of this project shall be in accordance with the MAG Uniform Standard Specifications for Public Works Construction, and standard specifications as outlined in the Base Job Order Contract latest edition with revisions and corrections thereto.

Location of the Project: City of Buckeye, Arizona.

Due to the nature of this JOC DORFP, Proposals **will not** be opened publicly or read aloud by the City Clerk.

All contractors engaged in City of Buckeye construction shall be licensed in the State of Arizona.

The Delivery Order will be awarded to the JOC Contractor whose proposal is the lowest cost to the City and meets the required construction schedule. The City desires that all permitting and construction work be completed by 06/05/2025 following issuance of the Notice to Proceed to the successful proposer.

After receiving all price proposals, the City will enter into a Delivery Order contract with the selected JOC Contractor. The final executed contract documents will include, by reference, the Job Order Contract, this Delivery Order Request for Proposal (DORFP), the successful proposer's price proposal, the results of any negotiations, additional contract language, and signature pages.

The successful proposer is expected to enter into the standard form of agreement for Delivery Order Services. The Delivery Order terms and conditions are included in your Job Order Contract and Specifications associated with this Delivery Order.

Any doubt as to the requirements of this DORFP, or any apparent omission or discrepancy should be submitted in writing to Travis Stewart, Contracts Administrator at tstewart@buckeyeaz.gov. The City's representative will then determine the appropriate action. If necessary, the City's representative will issue a written amendment to the DORFP. Oral statements or instructions shall not constitute an amendment to this DORFP.

Scope of Work

(Masterseal)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Masterseal** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
    - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Slurry Seal Type II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Slurry Seal Type II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with and ASTM D 3910 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to

the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(PMM Asphalt Emulsion Sealcoat)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **PMM** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. In all cases; curb shields should be used to protect adjacent concrete, landscaping and other structures from over spray. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard ASTM D 2939.7 and ASTM D 2939.08 shall apply.

- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- Contractor's Requirements –
  - Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
  - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
  - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
  - Provide Pricing in square Yard increments on the price sheet as indicated.
  - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
  - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have

the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization Intersections. Full street closures are required for residential streets.

Scope of Work

(Milling/Repair)

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.
- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)
- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.
- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.
- **Application Process:**
  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.
  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.
  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. "Rolling Method Procedure" to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.
- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

- All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.
- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.
- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.
- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Nova Chip/UTBWC)

Scope of Work for Ultra-Thin Bonded Wearing Course Mill and Overlay Projects

1. Introduction

This Scope of Work (SOW) outlines the detailed requirements for the Ultra-Thin Bonded Wearing Course (UTBWC) mill and overlay projects. The objective is to enhance roadway performance, extend pavement life, and improve surface texture through the application of an ultra-thin bonded wearing course.

2. Project Locations

- Various locations throughout City of Buckeye, as directed by City.

3. Project Objectives

- Improve pavement surface characteristics and ride quality.
- Extend the life of existing pavement structures through effective overlay.
- Minimize traffic disruption and ensure public safety during construction.

4. Scope of Work

The contractor shall perform the following tasks:

4.1 Pre-Construction Activities

- **Site Assessment:** Conduct a comprehensive evaluation of existing pavement conditions using visual inspections. Core sampling to determine structural integrity has been completed by the City of Buckeye.
- **Project Schedule:** Develop and submit a detailed project schedule for City approval, including milestones for each phase of work.
- **Public Notification:** Prepare a communication plan to notify the public and stakeholders of the project schedule, potential disruptions, and traffic detours. Door Hangers will be required.

4.2 Milling Operations

- **Milling Depth:** Full width mill existing asphalt surface to a depth of approximately 1 inch, or as determined by pre-construction assessments.
- **Equipment Specifications:** Use suitable milling equipment capable of producing a smooth and uniform surface.

- **Dust Control:** Implement effective dust control measures to minimize dust during milling operations. Tacking the milled surface will be required on all milled surfaces (for major roadways)

- **Material Disposal:** Remove and dispose of millings at contractors expense.

4.3 Surface Preparation

- **Cleaning:** Thoroughly clean the milled surface to ensure proper bonding of the overlay.

- **Repairs:** Perform necessary repairs on the existing pavement, including patching any distressed areas identified during the site assessment. A walk will be performed with the contractor and City to determine if repairs are needed, and location of these repairs will be marked on this walk.

4.4 Ultra-Thin Bonded Wearing Course Application

- **Material Specifications:** Use UTBWC materials that comply with MAG specifications and industry standards.

- **Application Process:**

  - **Priming:** Apply a suitable polymer-modified emulsion primer to the prepared surface to enhance adhesion.

  - **Overlay Installation:** Use calibrated paving equipment to place the ultra-thin bonded wearing course, ensuring proper thickness and uniformity.

  - **Compaction:** Compact the overlay using appropriate rolling equipment to achieve the desired density and smoothness. “Rolling Method Procedure” to be used to achieve desired density.

4.5 Post-Construction Activities

- **Final Inspection:** Coordinate a final inspection with agency representatives to identify any outstanding punch list items.

- **Restoration:** Restore any disturbed areas, including curbs, sidewalks, and adjacent landscaping, to original conditions or better.

5. Materials

  - All materials must comply with MAG Specifications and be sourced from approved suppliers. Include approved Mix Design in submittal to City prior to project start date for approval.

6. Safety Requirements

- **Safety Plan:** Develop and submit a comprehensive safety plan compliant with OSHA regulations prior to project commencement.

- **Traffic Control Plan:** Implement a traffic control plan that includes proper signage, barriers, and flaggers to ensure safety for workers and the public.

- **PPE Requirements:** Ensure that all personnel are equipped with and wear appropriate personal protective equipment (PPE) on-site.

7. Reporting and Communication

- **Progress Reporting:** Provide weekly progress reports to the City, detailing completed work, upcoming tasks, and any issues encountered.

- **Regular Meetings:** Schedule regular meetings with City representatives to discuss project progress, address concerns, and adjust timelines as necessary.

Scope of Work

(Polymer Micro Seal II)

- **Rubberized Crack Seal –** Clean out cracks using a vacuum system and in accordance to PM10 Dust Control Regulations (no blowers allowed) then a hot application of Crafco Poly Flex Type 3 (or equal). Joint line between curb and asphalt shall be omitted. For cracks wider than 2" and over 2" in depth tack oil shall be applied before using an Asphalt Sand Seal 6.5 (Vulcan) (or equal), without milling or routing then sealing with a hot application of Crafco Poly Flex Type 3 (or equal).

- **Asphalt Emulsion Seal Coat –** Application of **Polymer Micro Seal II** Asphalt Emulsion Sealcoat (or equal) to be applied. Seal coat shall extend to curb line from intersecting road. Streets shall be swept to ensure surface is thoroughly dried and free of any debris or oils prior to application. The Micro Seal process does not require continuous feed.

- **Materials Testing –** A one-time materials test shall be performed per job site using the selected approved product during the beginning of the project. The standard W.T.A.T. test in accordance with ASTM D 3910 shall apply.

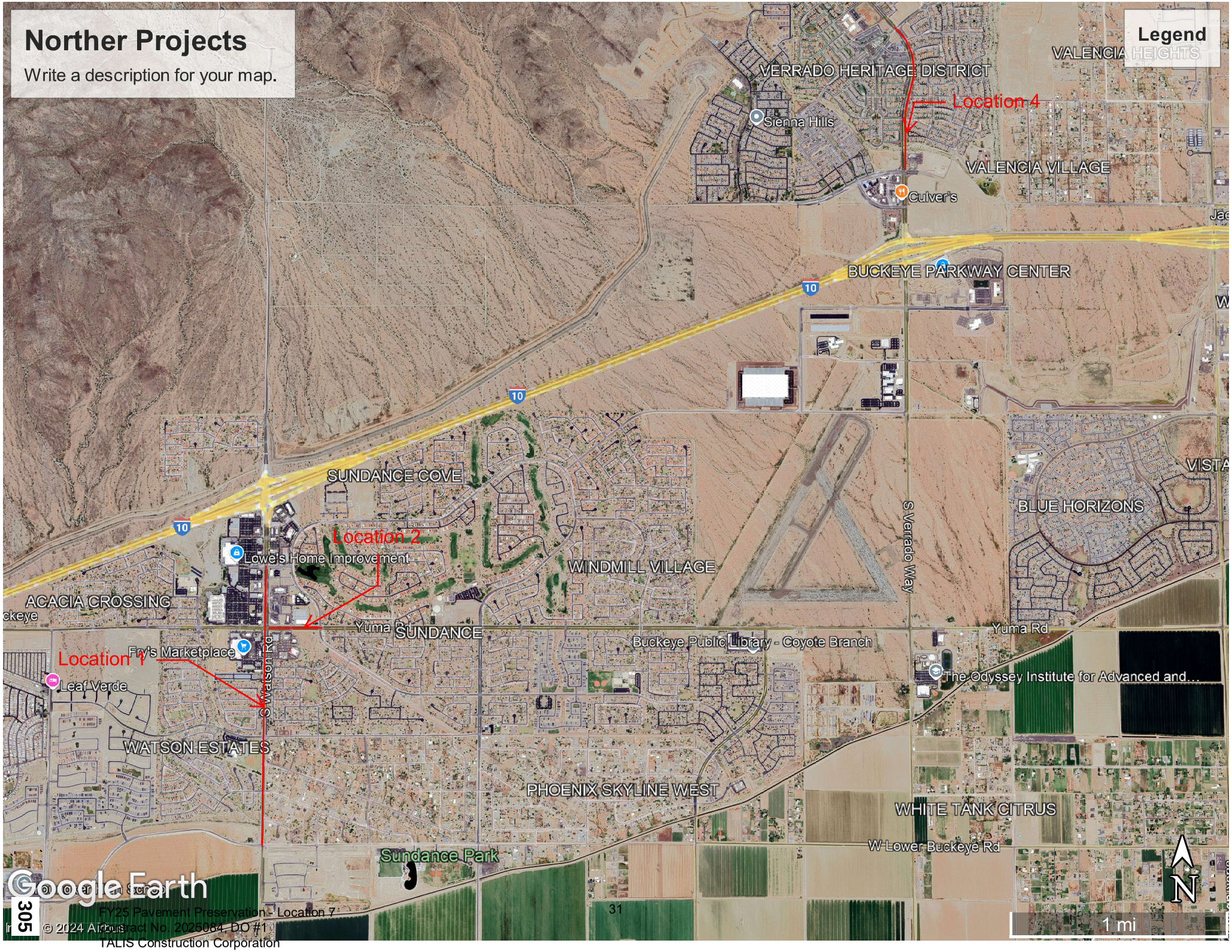
- **Pavement Markings –** Re-stripe as existing, or as directed (due to changes or corrections to traffic control), traffic markings after asphalt treatment as specified in the City of Buckeye's Signs and Markings Standards (Section 6.5). Existing Thermoplastic Pavement Markings/Stencils require temporary paint markings during asphalt seal Coat curing time. Curing time should be no less than thirty days unless otherwise approved for earlier striping by City of Buckeye inspector. After curing time, thermoplastic applications would be applied in accordance to M.U.T.C.D. and City of Buckeye Standards.

- **Contractor –** Contractor is responsible for removal, replacement and installation of any missing Raised Pavement Markers (RPMs) with new RPMs as needed in accordance to M.U.T.C.D. standards.

- **Contractor's Requirements –** Contractor is responsible for Community Outreach in English/Spanish to include approved door knob hangars, fliers, verbal communication. Door hangar to include a map.
    - Advanced notice is required prior to commencement of work. The City of Buckeye shall be notified by the contractor a minimum of seven (7) days prior to commencement of work to allow for advanced Community Outreach posting.
    - Mapping of scheduled work shall be coordinated with Solid Waste Services, Special Events, City Events during construction.
    - Provide Pricing in square Yard increments on the price sheet as indicated.
    - All requests for Change Orders (price increases) must be in writing and approved by the Finance Department.
    - Contractor to supply some form of transportation to transport residents, i.e. a golf cart.

- **Traffic Control –** Traffic Control for the City of Buckeye shall be in accordance with the

M.U.T.C.D. and Traffic Ordinance, Section 19.1.1 and 19.1.2. The Public Works Director or designee shall have the option to require Officers for Busy arterials, intersections and 4-way stop signs to insure public safety as the Traffic Control Plan is reviewed. The requirement for 4-way stop signs in in addition to the ordinance required for Signalization. Full street closures are required for residential streets.


Norther Projects
Write a description for your map.
Legend
VERRADO HERITAGE DISTRICT
Location 4
Sienna Hills
VALENCIA VILLAGE
Culver's
BUCKEYE PARKWAY CENTER
10
SUNDANCE COVE
S Verrado Way
BLUE HORIZONS
Location 2
Lowe's Home Improvement
WINDMILL VILLAGE
ACACIA CROSSING
Yuma
SUNDANCE
Yuma Rd
Buckeye Public Library - Coyote Branch
Fry's Marketplace
Location 1
S Watson Rd
Leaf Verde
The Odyssey Institute for Advanced and...
WATSON ESTATES
PHOENIX SKYLINE WEST
WHITE TANK CITRUS
W Lower Buckeye Rd
Sundance Park
Google Earth
FY25 Pavement Preservation - Location 7
Contract No. 2025064, DO #1
TALIS Construction Corporation
© 2024 Airbus
31
1 mi
N
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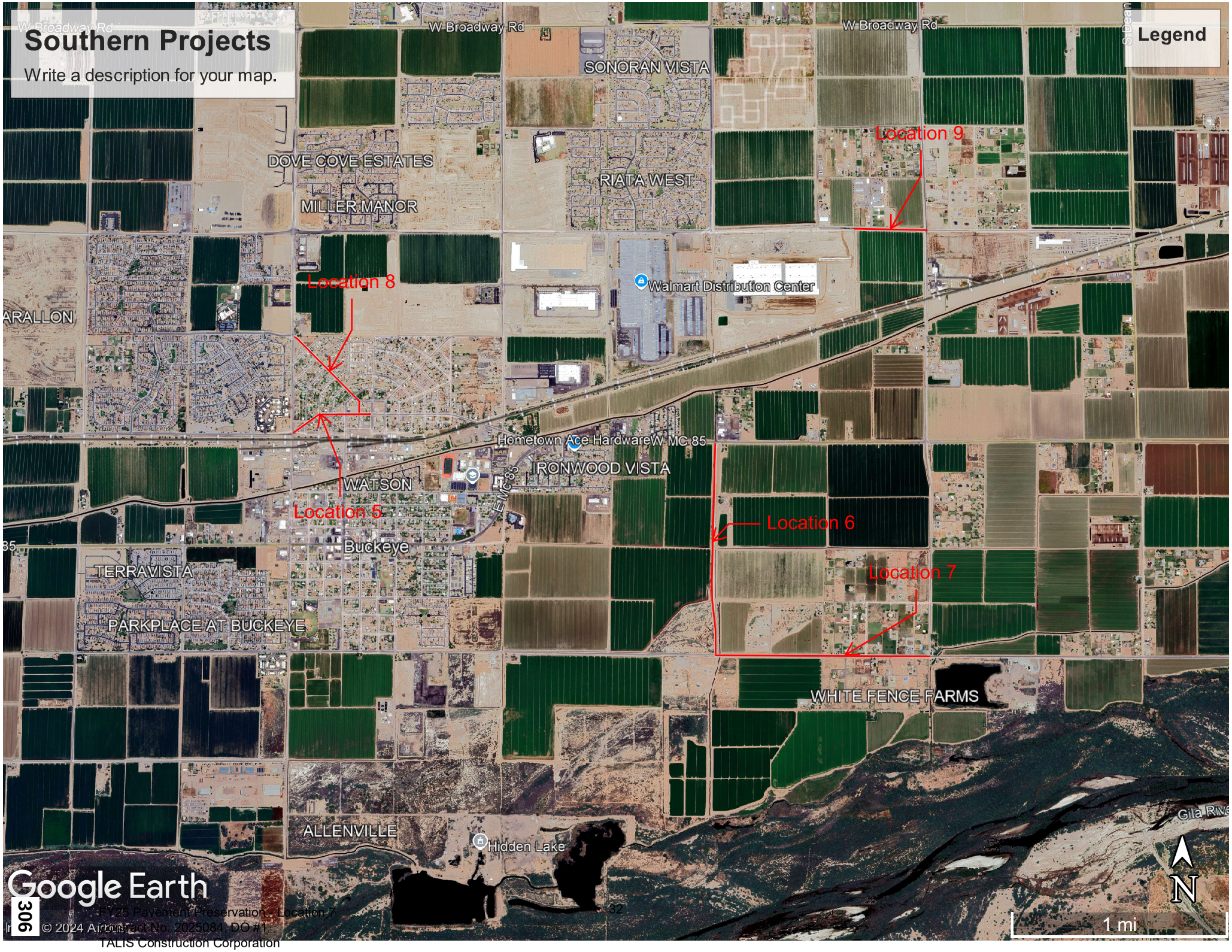
Southern Projects
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Legend
W Broadway Rd
W Broadway Rd
W Broadway Rd
SONORAN VISTA
DOVE COVE ESTATES
MILLER MANOR
RIATA WEST
Location 9
Location 8
Walmart Distribution Center
ARALLON
Hometown Ace HardwareW MC 85
IRONWOOD VISTA
WATSON
Location 5
Location 6
Location 7
Buckeye
TERRAVISTA
PARKPLACE AT BUCKEYE
WHITE FENCE FARMS
ALLENVILLE
Hidden Lake
Gila Rive
Google Earth
© 2024 Airbus
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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.E. DS - Additional Funding for Development Services Department and transfer from Budget Authority Fund Contingency.
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov (602) 692-7616	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the transfer of funds from the Budget Authority Fund Contingency to the Development Services Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.

SUMMARY

PROJECT DESCRIPTION:

The Development Services Department is requesting an additional $875,000 in consultant funding, $100,000 for Civil Engineering Division consulting, $750,000 for Building Safety Division plan review consulting, and $25,000 for Planning Division legal consulting services. The funds will help our department complete Engineering Standards updates and address building safety review challenges posed by a significant increase in commercial and industrial projects like the Abrazo Medical Office Building, Blue Polymers, Buckeye Commons, Floreo Water Campus, Hampton Inn, Sunrise Commerce Center, Target, Verrado Self-Storage, and Walmart Distribution Center expansion. The unexpected, but welcome, increase in commercial project volume has led to a rise in complex plan reviews, straining our existing resources. Compounding the situation, our Building Safety Division became short-staffed due to the departure of a senior reviewer in August and a plan review supervisor being out on leave since early fall 2024. The Planning Division is in need of funds to respond to an exaction appeal request, which necessitates the appointment of an external attorney to serve as the City's Hearing Officer. While we remain dedicated to meeting customer expectations and maintaining service quality, the current circumstances necessitate additional consultant support to bridge the gap in resources and expertise.

BENEFITS:
Funds allocated to the Development Services Department will help ensure the continued on-time permitting and plan review services maintaining the high level of service and speed to market for the development community and complete long-awaited updates to our Engineering Standards. Development Services has established a brand and reputation of the past two years of dramatically improving our on-time reviews and unmatched focus on speed to market for entitlement and permitting in the Valley. We currently maintain a 90% or better on-time review response rate and we routinely provide conditioned approvals at second or third review.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
The General Fund had a higher than anticipated ending FY 2025 Fund Balance of approximately $3.1

million due to lower than anticipated expenditures and increased operating revenues. Staff recommends transferring fund from the Budget Authority fund Contingency account (30539199-570020) to Development Services expenditure budgets (10005180-520037 and 10005180-520056) totaling $875,000 to accommodate the necessary permitting and plan review services.

Request for additional funds for FY25:

Civil Engineering: $100,000
$50,000 - Creating new Survey Requirements for Buckeye's Engineering Standards (Section 2-1)
$20,000 - Updating Traffic Signal Engineering Standards (Section 6-4)
$10,000 - Updating and reformatting Intelligent Transportation Systems Engineering Standards (Section 6-6)
$8,000 - Updating and reformatting Well Sites Engineering Standards (Section 3-5)
$5,000 - Updating and reformatting Small Wireless Facility Engineering Standards (Section 7-3)
$5,000 - Updating Traffic Impact Analysis Engineering Standards (Section 6-1)
$2,000 - Standardizing Detail Templates within the Engineering Standards

Building Safety: $750,000
$375,000 - Bureau Veritas consulting building plan review services
$375,000 - Shums Coda consulting building plan review services

Planning: $25,000
$25,000 for Gust Rosenfeld to serve in the capacity as Hearing Officer for the City for exaction appeal matters

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CURRENT FISCAL YEAR TOTAL COST:
$875,000

BUDGETED:
No

FISCAL YEAR:
FY25

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: 01/07/25	**AGENDA ITEM:** 4.F. DS - Replat of Floreo at Teravalis Village 3 Parcels 30, 31, and 36
DATE PREPARED: 01/02/25	**DISTRICT NO.:** 4
STAFF LIAISON: Jennifer Roseman, Planner II, jroseman@buckeyeaz.gov, (623) 349-6295	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a replat titled "Floreo at Teravalis – Parcel 30, Parcel 31 and Parcel 36" located at the northwest corner of Teravalis Parkway and Sun Valley Parkway.

SUMMARY

PROJECT DESCRIPTION:

The purpose of the replat for Floreo Village 3, Parcels 30, 31, and 36, Case no. PLZS-24-0008, is to dedicate additional rights-of-way for Floreo Circle, 296th Avenue, and Floreo Drive, accommodating new commercial driveways with associated right-turn lanes. The additional right-of-way amounts are as follows:

1. 4,149 square feet (SF) along 296th Avenue for improved ingress/egress into Parcel 36;

2. 4,144 SF along 296th Avenue for improved ingress/egress into Parcel 31;

3. 4,643 SF along Floreo Drive for improved ingress/egress into Parcel 30;

4. 2,001 SF along Floreo Drive for improved ingress/egress into Parcel 31;

5. 1,449 SF along Floreo Drive for improved ingress/egress into Parcel 31.

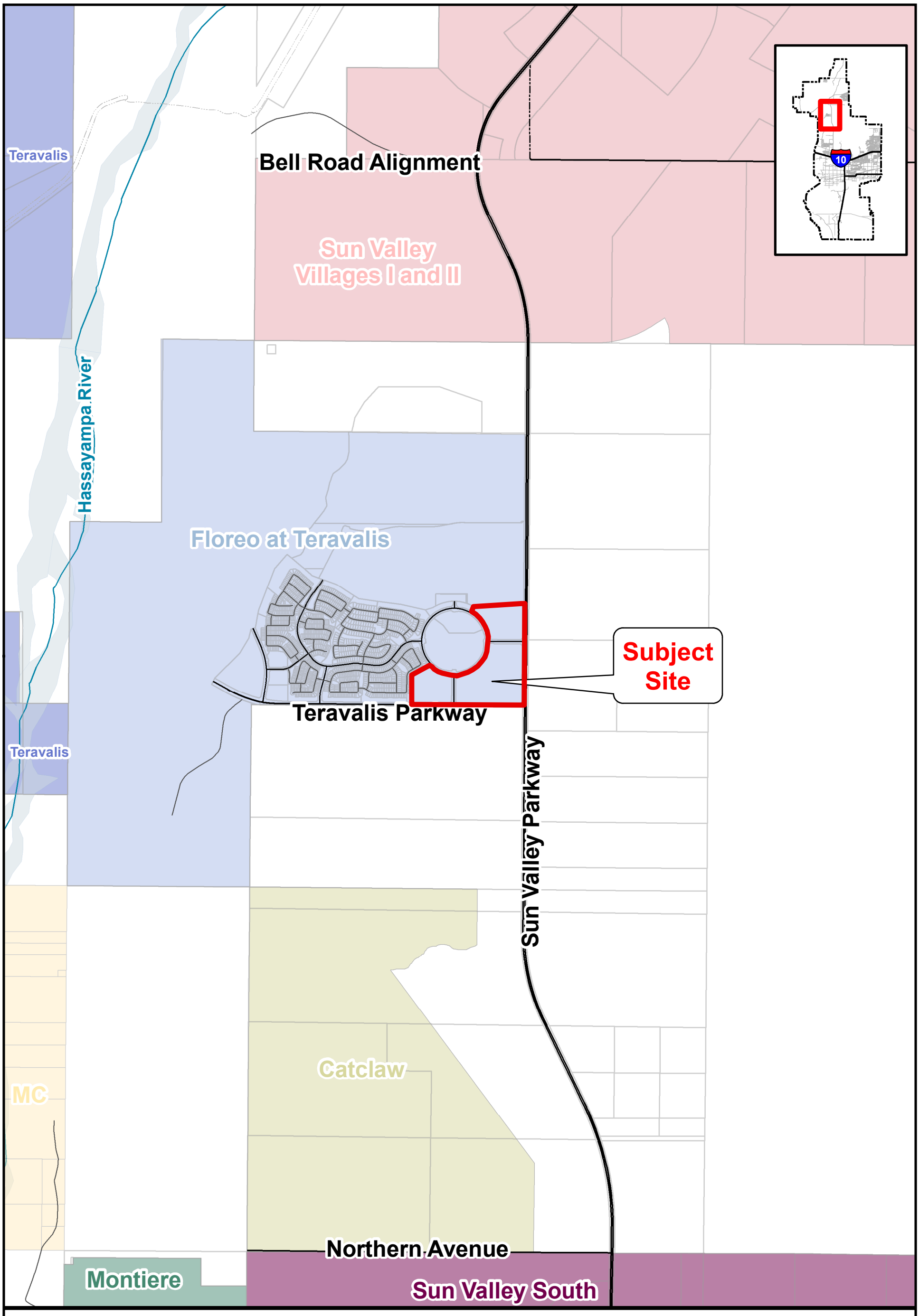
BENEFITS:
The subject Replat will provide the rights-of-way needed to accommodate street improvements in this location.

FINANCIAL IMPACT STATEMENT:
See Planning Financial Impact Statement below.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and

then conveyed to the city two years after construction.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZS-24-0008 Floreo Village 3 Parcels 30-31-36 Replat - Vicinity Map.pdf
PLZS-24-0008 Floreo Village 3 Parcels 30-31-36 - Project Narrative.pdf
PLZS-24-0008 Floreo Village 3 Parcels 30-31-36 - Replat.pdf



VICINITY MAP

PLZS-24-0008

Floreo Village 3 Parcels 30-31-36 Replat

City Council District 4

BUCKEYE, AZ

N W E S

Floreo at Teravalis
Re-plat Narrative – Parcels 30, 31, & 36

North of the NEC of the Sun Valley Parkway and Teravalis Parkway alignment
City of Buckeye, Arizona

Prepared for:
Trillium Land Company, LLC
4150 N. Drinkwater Blvd., Ste. 100
Scottsdale, Arizona 85251
Telephone: 602.834.9115
Contact: Stuart Barney

Prepared by:
HILGARTWILSON, LLC
2141 East Highland Avenue, Suite 250
Phoenix, AZ 85016
Telephone: 602.490.0535
Contact: Josh Robinson, PE

Date: June 24, 2024

PROJECT OVERVIEW

Floreo at Teravalis (formerly known as Trillium) is a 3,029-acre master planned community located in the northern area of the City of Buckeye, adjacent and west of the Sun Valley Parkway, east of the Hassayampa River, and adjacent to the proposed Teravalis Parkway. Refer to **Aerial Vicinity Map** for Project location.

A Community Master Plan (CMP) amendment was approved by the Buckeye City Council on November 1, 2016. In the approved CMP, Floreo is organized into six villages with each village containing multiple pods. Each of the pods may be further split into smaller development parcels. Refer to **Land Use Master Plan** for Village and Pod areas.

Since approval of the CMP, the Floreo naming convention of Villages, PODS, & Parcels has changed. These changes have been approved by the City of Buckeye (CMP Amendment #2 PLZZ 21-00024 Approval 9/1/21). Refer to **Unit & Parcel Exhibit** for a summary of these changes.

On November 09, 2021, the City of Buckeye Planning and Zoning Commission approved preliminary plat (PLZ-21-00113) with conditions. Refer to **Preliminary Plat Approval Letter**.

Village 3 Unit 1 – Parcels 30, 31, & 36 Re-plat (Project), consists of High Density Residential (HDR), Regional Commercial (RC), and Medium-High Density Residential (M/HDR), respectively.

CURRENT SITE CONDITIONS

The Floreo property is vacant desert situated within a prominent growth area in the City of Buckeye. Floreo is located west of the Sun Valley Parkway and adjacent to the proposed Teravalis Parkway. The White Tank Mountains are to the east and the Hassayampa River is to the west of the Floreo property. Although the surrounding area is still primarily vacant desert, several large master planned communities are approved for development.

The Project and surrounding area General Plan designations, Zoning Districts, and land uses are outlined in the table below.

SITE AND SURROUNDING PROPERTIES

	General Plan	Zoning	Land Use
Site (P30, P31, & P36)	MPC/Employment	Planned Community	Vacant Desert Partial grading for 1st phase of development
North	MPC/Employment	Planned Community	Vacant Desert Partial grading for 1st phase of development
East	MPC/Employment	Planned Community	Vacant Desert Partial grading for 1st phase of development
South	MPC/Neighborhood	Planned Community/ No zoning (west 1/3)	Vacant Desert BLM
West	MPC/Employment	Planned Community	Vacant Desert Partial grading for 1st phase of development

The site is currently vacant, undeveloped desert with the exception of some grading completed for an earlier planned phase of development, grading for the wastewater treatment plant, and a dirt road to provide access to the plant.

DESCRIPTION OF REQUEST

A replat of Parcel 30, Parcel 31, and Parcel 36 as shown on the master plat for "Floreo at Teravalis", recorded on book 1726, page 41, Maricopa County records.

The purpose of the re-plat is to provide additional public right-of-way to Floreo Circle, 296th Avenue, and Floreo Drive to accommodate added commercial driveways with associated right turn lanes. A total of three driveways (which require additional right-of-way) have been added. The additional amounts are as follows: 1) an additional 4149 SF of right-of-way is provided to 296th Avenue for improved ingress/egress into Parcel 36, 2) an additional 4144 SF of right-of way is provided to 296th Avenue for improved ingress/egress into Parcel 31, 3) an additional 4643 SF of right-of way is provided to Floreo Drive for improved ingress/egress into Parcel 30, 4) an additional 2001 SF of right-of way is provided to Floreo Drive for improved ingress/egress into Parcel 31, and 5) an additional 1449 SF of right-of way is provided to Floreo Drive for improved ingress/egress into Parcel 31. There are no other changes included in this re-plat.

This re-plat is submitted in support of a plan revision which has been prepared for the City of Buckeye approved Floreo Village 3, Floreo Circle Paving and Signing/Striping plans.

RE-PLAT
FOR
"FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36"

A REPLAT OF PARCEL 30, PARCEL 31 AND PARCEL 36 AS SHOWN ON THE MASTER PLAT FOR "FLOREO AT TERAVALIS" RECORDED ON BOOK 1726, PAGE 41, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18 AND PORTIONS OF THE WEST HALF OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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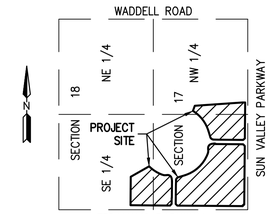

VICINITY MAP
NOT TO SCALE

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **TRILLIUM LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, HAS SUBDIVIDED UNDER THE NAME **"FLOREO AT TERAVALIS – PARCEL 30, PARCEL 31 AND PARCEL 36"**, A REPLAT OF PARCEL 30, PARCEL 31 AND PARCEL 36 AS SHOWN ON THE MASTER PLAT FOR "FLOREO AT TERAVALIS" RECORDED ON BOOK 1726, PAGE 41, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18 AND PORTIONS OF THE WEST HALF OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 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 **"FLOREO AT TERAVALIS – PARCEL 30, PARCEL 31 AND PARCEL 36"** AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH PARCEL, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH PARCEL, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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 MAP OF DEDICATION FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

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.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT–OF WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD. **TRILLIUM LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

TRILLIUM LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY 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.

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 MAP OF DEDICATION OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20___.

TRILLIUM LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY_____

ITS_____

ACKNOWLEDGMENT

STATE OF _____ }
} SS
COUNTY OF _____ }

ON THIS, THE ____ DAY OF _____ 20____, BEFORE ME THE UNDERSIGNED NOTARY,

_____ PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE AUTHORIZED SIGNATORY OF **TRILLIUM LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY** AND ACKNOWLEDGED THAT HE/SHE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED. IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

NOTES

1. 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.
2. 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.
3. 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.
4. THIS SITE CONSISTS OF A TOTAL OF 3 PARCELS IN THE PLANNED COMMUNITY (PC) ZONING DISTRICT.
5. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED ON APRIL 24, 2018 UNDER CASE # PLZ–17–00105.
6. THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY ARIZONA DEPARTMENT OF WATER RESOURCES ON AUGUST 3, 2023 WITH ADWR CERTIFICATE # 31–402095.0002.
7. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
8. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER ONE YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
9. ALL NEW OR RELOCATED UTILITIES ARE TO BE INSTALLED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
10. 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 IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43–05 AND 42–06.
11. THE PURPOSE OF THIS REPLAT IS TO REVISE THE ROADS OF 296TH AVENUE AND FLOREO DRIVE, THE AGREEMENTS, CONDITIONS, AND RESTRICTIONS OF THE MASTER PLAT RECORDED IN BOOK 1726, PAGE 41, MCR, WILL REMAIN IN FULL EFFECT WITH THIS REPLAT.
12. EACH PARCEL WILL NEED TWO POINTS OF ACCESS MEETING IFC 2012 SECTION D104.3 REQUIREMENTS AT ALL TIMES DURING CONSTRUCTION.
13. WITHOUT LIMITING IN ANY MANNER THE DEDICATIONS AND RIGHTS CREATED IN FAVOR OF THE CITY OF BUCKEYE, ARIZONA, BY THIS FINAL PLAT, OWNER (AND ITS SUCCESSORS AND ASSIGNS) MAY CONSTRUCT OR INSTALL PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE RIGHTS–OF–WAY OR PUBLIC EASEMENTS ESTABLISHED BY THIS FINAL PLAT, SUBJECT TO THE REQUIREMENTS OF THE CITY OF BUCKEYE, ARIZONA, AND THE COSTS OF SUCH PUBLIC INFRASTRUCTURE IMPROVEMENTS CONSTRUCTED OR INSTALLED IN THE RIGHTS–OF–WAY OR PUBLIC EASEMENTS ESTABLISHED BY THIS FINAL PLAT MAY BE FINANCED WITH, AND THE OWNER (AND ITS SUCCESSORS AND ASSIGNS) REIMBURSED BY, THE PROCEEDS OF BONDS ISSUED BY THE TRILLIUM COMMUNITY FACILITIES DISTRICT (BUCKEYE, ARIZONA) IN ACCORDANCE WITH THE TERMS OF THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 FOR TRILLIUM COMMUNITY FACILITIES DISTRICT (BUCKEYE, ARIZONA), DATED AS OF JANUARY 11, 2006, AND RECORDED ON JANUARY 12, 2006 AS INSTRUMENT NO. 2006–0055382, RECORDS OF MARICOPA COUNTY, ARIZONA, AND ANY AMENDMENTS THERETO.

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____ 20____.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

OWNER/DEVELOPER

TRILLIUM LAND COMPANY, LLC
9950 WOODLOCH FORST DRIVE, STE. 1100
THE WOODLANDS, TEXAS 77380

ENGINEER

HILGARTWILSON
2141 EAST HIGHLAND AVENUE
SUITE #250
PHOENIX, AZ 85016
PH: 602.490.0535
CONTACT: JOSH ROBINSON, PE

SHEET INDEX

RP01	COVER SHEET & NOTES
RP02	R/W & PARCEL TABLES, SHEET INDEX
RP03	BOUNDARY SHEET
RP04–RP06	RE–PLAT SHEETS

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490–0535
CONTACT: BRIAN J. BENEDICT, RLS
EMAIL: bbenedict@hilgartwilson.com

BASIS OF BEARING

N89°24'50"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE "X" AND "A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1605L AND 04013C1610L, 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.

LAND SURVEYOR CERTIFICATION

I, BRIAN J. BENEDICT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 6 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF MARCH, 2024. THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 | www.hilgartwilson.com

FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36
SUN VALLEY PARKWAY & TERAVALIS PARKWAY
BUCKEYE, ARIZONA
RE–PLAT

STATUS:
PROJ. NO.:1175
DATE: OCT 2024
SCALE: NONE
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
RP01
SHT. 1 OF 6

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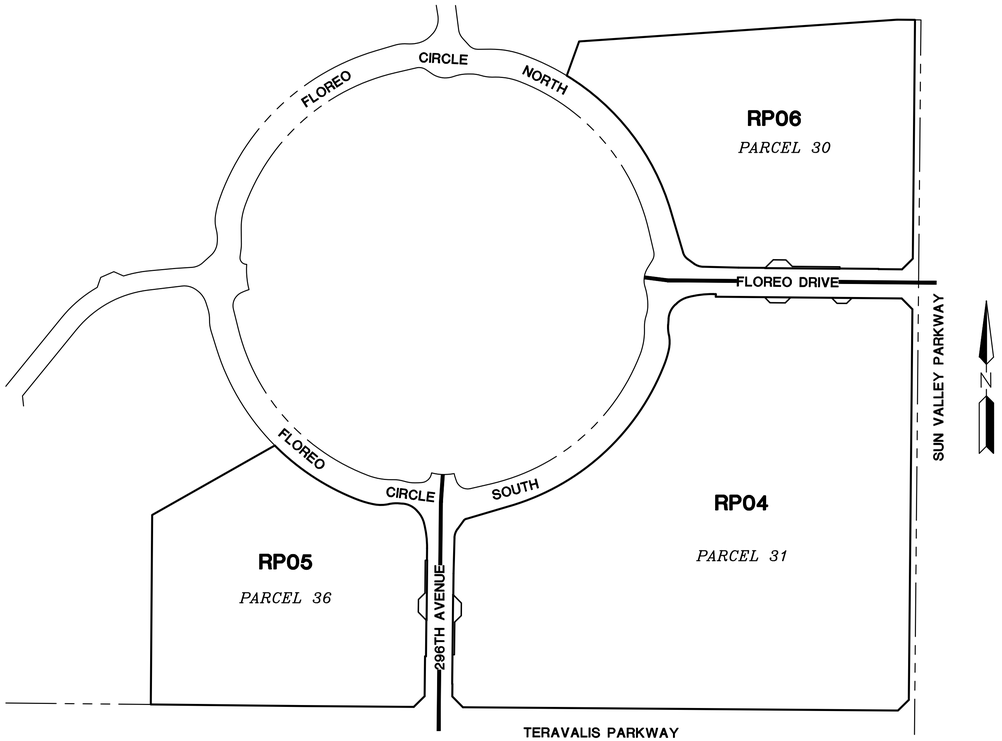

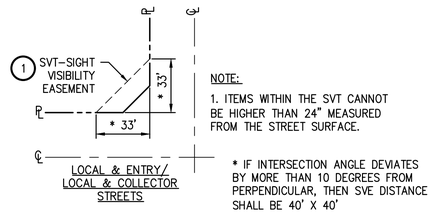

NOTE:

1. ITEMS WITHIN THE SVT CANNOT BE HIGHER THAN 24" MEASURED FROM THE STREET SURFACE.

* IF INTERSECTION ANGLE DEVIATES BY MORE THAN 10 DEGREES FROM PERPENDICULAR, THEN SVE DISTANCE SHALL BE 40' X 40'

SIGHT VISIBILITY EASEMENT DETAIL

N.T.S.

AREAS

PARCEL 30
EXISTING PARCEL AREA= 1,176,756 SQ.FT. OR 27.01 ACRES
ADDITIONAL ROW AREA= 4,643 SQ.FT. OR 0.11 ACRES
ADJUSTED PARCEL AREA= 1,171,617 SQ.FT. OR 26.90 ACRES

PARCEL 31
EXISTING PARCEL AREA= 2,648,582 SQ.FT. OR 60.80 ACRES
ADDITIONAL ROW AREA= 7,594 SQ.FT. OR 0.17 ACRES
ADJUSTED PARCEL AREA= 2,640,250 SQ.FT. OR 60.61 ACRES

PARCEL 36
EXISTING PARCEL AREA= 1,062,358 SQ.FT. OR 24.39 ACRES
ADDITIONAL ROW AREA= 4,149 SQ.FT. OR 0.10 ACRES
ADJUSTED PARCEL AREA= 1,057,792 SQ.FT. OR 24.28 ACRES

RIGHT OF WAY TABLE		
STREET NAME	AREA (SQ.FT)	AREA (ACRES)
296TH AVENUE	4,144	0.10
296TH AVENUE	4,149	0.10
FLOREO DRIVE	4,643	0.11
FLOREO DRIVE	1,449	0.03
FLOREO DRIVE	2,001	0.05

PARCEL TABLE		
PARCEL NO.	AREA (SQ.FT)	AREA (ACRES)
PARCEL 30	1,171,617	26.90
PARCEL 31	2,640,250	60.61
PARCEL 36	1,057,792	24.28

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed
10/29/24
ARIZONA, U.S.A.
Expires 03/31/2025

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36
SUN VALLEY PARKWAY & TERAVALIS PARKWAY
BUCKEYE, ARIZONA

RE-PLAT

STATUS:
PROJ. NO.: 1175
DATE: OCT 2024
SCALE: NONE
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
RP02
SHT. 2 OF 6

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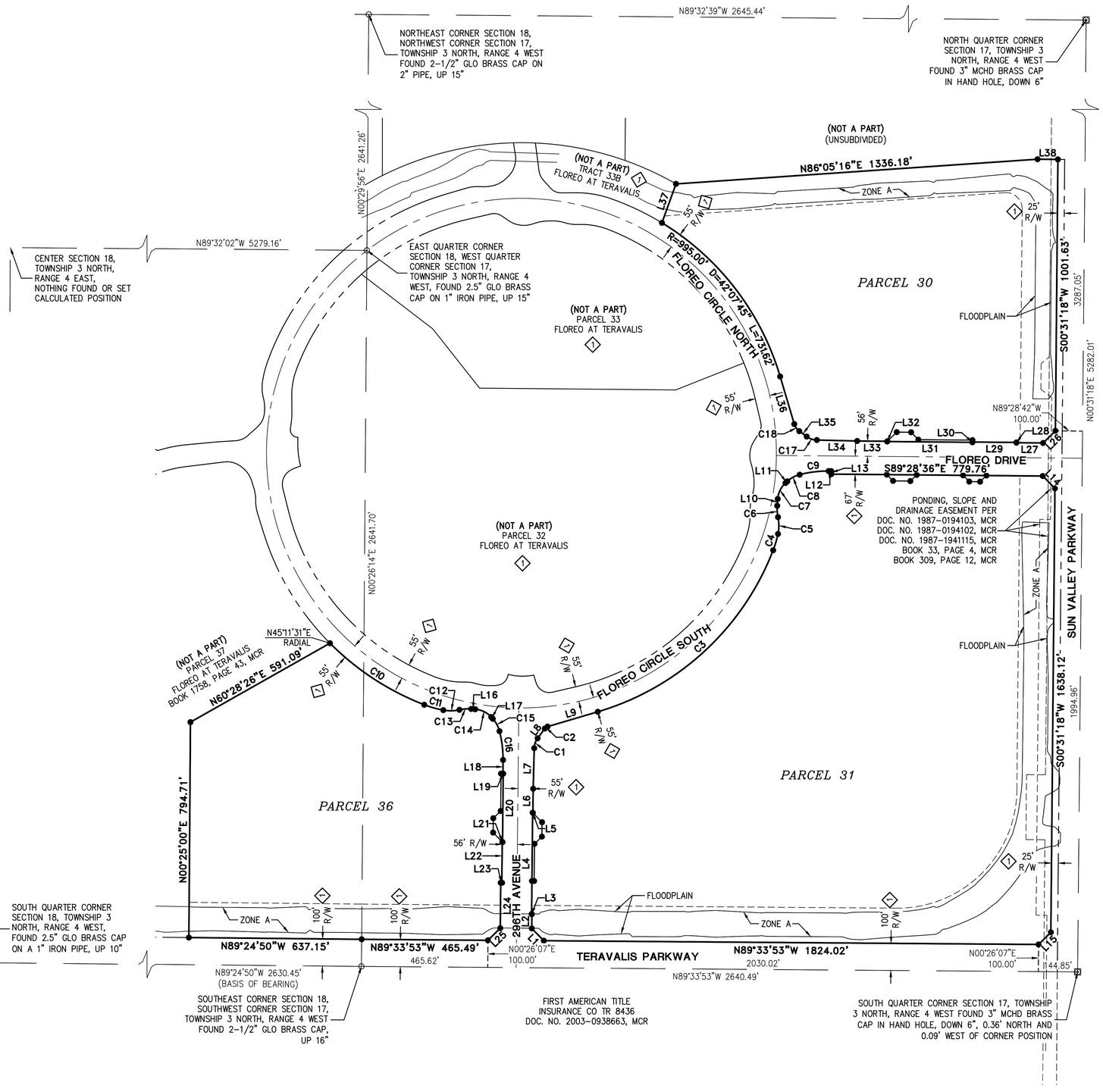
U:\1100\1175\SURVEY\PLAT\MASTER PLAT PHASE 1 (RP30,31,36)\1175-PH1-MP02.dwg 10/29/2024 12:18 PM



LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— · ———	CENTER LINE
——— — ———	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
GLO	GENERAL LAND OFFICE
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
DOC.	DOCUMENT
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	33'X33' SIGHT VISIBILITY EASEMENT
◇	BOOK 1726, PAGE 41, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	64.84'	34°40'45"	39.25'
C2	20.00'	37°22'25"	13.05'
C3	995.00'	52°26'42"	910.76'
C4	392.00'	9°11'40"	62.91'
C5	150.00'	23°52'31"	62.51'
C6	150.00'	16°06'36"	42.18'
C7	88.00'	43°39'25"	67.05'
C8	109.00'	27°31'42"	52.37'
C9	407.00'	15°10'40"	107.82'
C10	995.00'	24°05'40"	418.43'
C11	392.00'	10°40'10"	73.00'
C12	150.00'	22°54'07"	59.96'
C13	150.00'	16°38'00"	43.55'
C14	88.00'	43°39'28"	67.05'
C15	109.00'	27°29'15"	52.29'
C16	403.00'	15°16'59"	107.50'
C17	66.00'	34°48'22"	40.09'
C18	50.00'	37°18'34"	32.56'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°29'20"W	63.56'
L2	N00°35'14"E	52.52'
L3	N89°24'46"W	1.00'
L4	N00°35'14"E	374.59'
L5	S44°24'46"E	1.41'
L6	N00°35'14"E	89.33'
L7	N01°30'40"E	149.53'
L8	N36°11'25"E	44.18'
L9	N73°33'50"E	193.11'
L10	N04°09'36"E	25.22'
L11	N47°49'01"E	8.98'
L12	S89°28'36"E	10.01'
L13	S00°31'24"W	11.00'
L14	S44°28'39"E	63.64'
L15	S45°28'43"W	63.69'
L16	S85°50'26"E	15.05'
L17	S42°10'59"E	8.79'
L18	S00°35'14"W	50.50'
L19	S89°24'46"E	1.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L20	S00°35'14"W	252.66'
L21	N44°24'46"W	1.41'
L22	S00°35'14"W	150.98'
L23	N89°24'46"W	4.00'
L24	S00°35'14"W	167.44'
L25	S45°30'40"W	63.72'
L26	S45°31'21"W	63.64'
L27	N89°28'36"W	98.34'
L28	N00°31'24"E	1.00'
L29	N89°28'36"W	162.30'
L30	S00°31'24"W	1.00'
L31	N89°28'36"W	314.36'
L32	N45°31'21"E	1.41'
L33	N89°28'36"W	111.41'
L34	N88°36'57"W	148.95'
L35	N53°48'35"W	33.84'
L36	N16°30'00"W	182.99'
L37	N19°51'56"E	152.66'
L38	S89°28'42"E	75.00'

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FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36

SUN VALLEY PARKWAY & TERAVALIS PARKWAY
BUCKEYE, ARIZONA

RE-PLAT

BRIAN J. BENEDICT
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 32222
10/29/24
Date Signed
ARIZONA, U.S.A.
Expires 03/31/2025

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STATUS:
PROJ. NO.: 1175
DATE: OCT 2024
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
RP03
SHT. 3 OF 6

U:\1100\1175\SURVEY\PLAT\MASTER PLAT PHASE 1 (RP30,31,36)\1175-PH1-MP03.dwg 10/29/2024 12:19 PM

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N44°29'20"W	63.56'
L2	N00°35'14"E	52.52'
L3	N89°24'46"W	1.00'
L4	N00°35'14"E	374.59'
L5	S44°24'46"E	1.41'
L6	N00°35'14"E	89.33'
L7	N01°30'40"E	149.53'
L8	N36°11'25"E	44.18'
L9	N73°33'50"E	193.11'
L10	N04°09'36"E	25.22'
L11	N47°49'01"E	8.98'
L12	S89°28'36"E	10.01'
L13	S00°31'24"W	11.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	S44°28'39"E	63.64'
L15	S45°28'43"W	63.69'
L39	S89°24'46"E	8.00'
L40	N00°35'14"E	137.04'
L41	S45°35'14"W	38.18'
L42	S00°35'14"W	53.00'
L43	S44°24'46"E	49.50'
L44	N44°28'39"W	32.53'
L45	N89°28'27"W	64.00'
L46	S45°31'21"W	32.53'
L47	S44°28'36"E	32.53'
L48	S89°28'36"E	40.00'
L49	N45°31'24"E	32.53'

MATCH SHEET 06

FLOREO DRIVE

S89°28'36"E 779.76'

FLOREO CIRCLE SOUTH

R=995.00' D=52°26'42" L=910.76'

PARCEL 32
FLOREO AT TERAVALIS

MATCH SHEET 05

296TH AVENUE

PARCEL 31

SUN VALLEY PARKWAY

TERAVALIS PARKWAY

N89°33'53"W 1824.02'

1925.28'

N89°33'53"W 2640.49'

S00°31'18"W 1638.12'

N00°31'18"E 5282.01'

1894.96'

144.85'

P.O.B.

FIRST AMERICAN TITLE
INSURANCE CO TR 8436
DOC. NO. 2003-0938663, MCR

SOUTH QUARTER CORNER SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 WEST FOUND 3" MCHD BRASS CAP IN HAND HOLE, DOWN 6", 0.36' NORTH AND 0.09' WEST OF CORNER POSITION

8' PUE/SWE

8' PUE DEDICATED HEREON

8' PUE

55' R/W

56' R/W

67' R/W

100' R/W

R/W VARIES

204.76'

110.00'

171.00'

86.00'

208.00'

48.08'

252.04'

114.55'

122.55'

8' PUE DEDICATED HEREON

23' R/W DEDICATED HEREON

8' PUE DEDICATED HEREON

35' R/W DEDICATED HEREON

8' R/W DEDICATED HEREON

63' R/W

16' SWE

24' PUE/SWE

8' PUE DEDICATED HEREON

FLOODPLAIN

122' DRAINAGE EASEMENT

PONDING, SLOPE AND DRAINAGE EASEMENT PER DOC. NO. 1987-0194103, MCR DOC. NO. 1987-0194102, MCR DOC. NO. 1987-1941115, MCR BOOK 33, PAGE 4, MCR BOOK 309, PAGE 12, MCR

75' ROADWAY EASEMENT PER DOC. NO. 1987-0194103, MCR DOC. NO. 1987-0194102, MCR DOC. NO. 1987-1941115, MCR BOOK 33, PAGE 4, MCR BOOK 309, PAGE 12, MCR

25' R/W

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	64.84'	34°40'45"	39.25'
C2	20.00'	37°22'25"	13.05'
C3	392.00'	9°11'40"	62.91'
C4	150.00'	23°52'31"	62.51'
C5	150.00'	16°06'36"	42.18'
C6	88.00'	43°39'25"	67.05'
C7	109.00'	27°31'42"	52.37'
C8	407.00'	15°10'40"	107.82'

100 50 0 100 200
SCALE: 1" = 100'

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
———	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
GLO	GENERAL LAND OFFICE
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
DOC.	DOCUMENT
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	33'X33' SIGHT VISIBILITY EASEMENT
◇	BOOK 1726, PAGE 41, MCR

REGISTERED LAND SURVEYOR
32222
BRIAN J. BENEDICT
Date Signed 10/29/24
ARIZONA U.S.A.
Expires 03/31/2025

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FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36
SUN VALLEY PARKWAY & TERAVALIS PARKWAY
BUCKEYE, ARIZONA

RE-PLAT

STATUS:
PROJ. NO.: 1175
DATE: OCT 2024
SCALE: AS SHOWN
DRAWN: CS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
RP04
SHT. 4 OF 6

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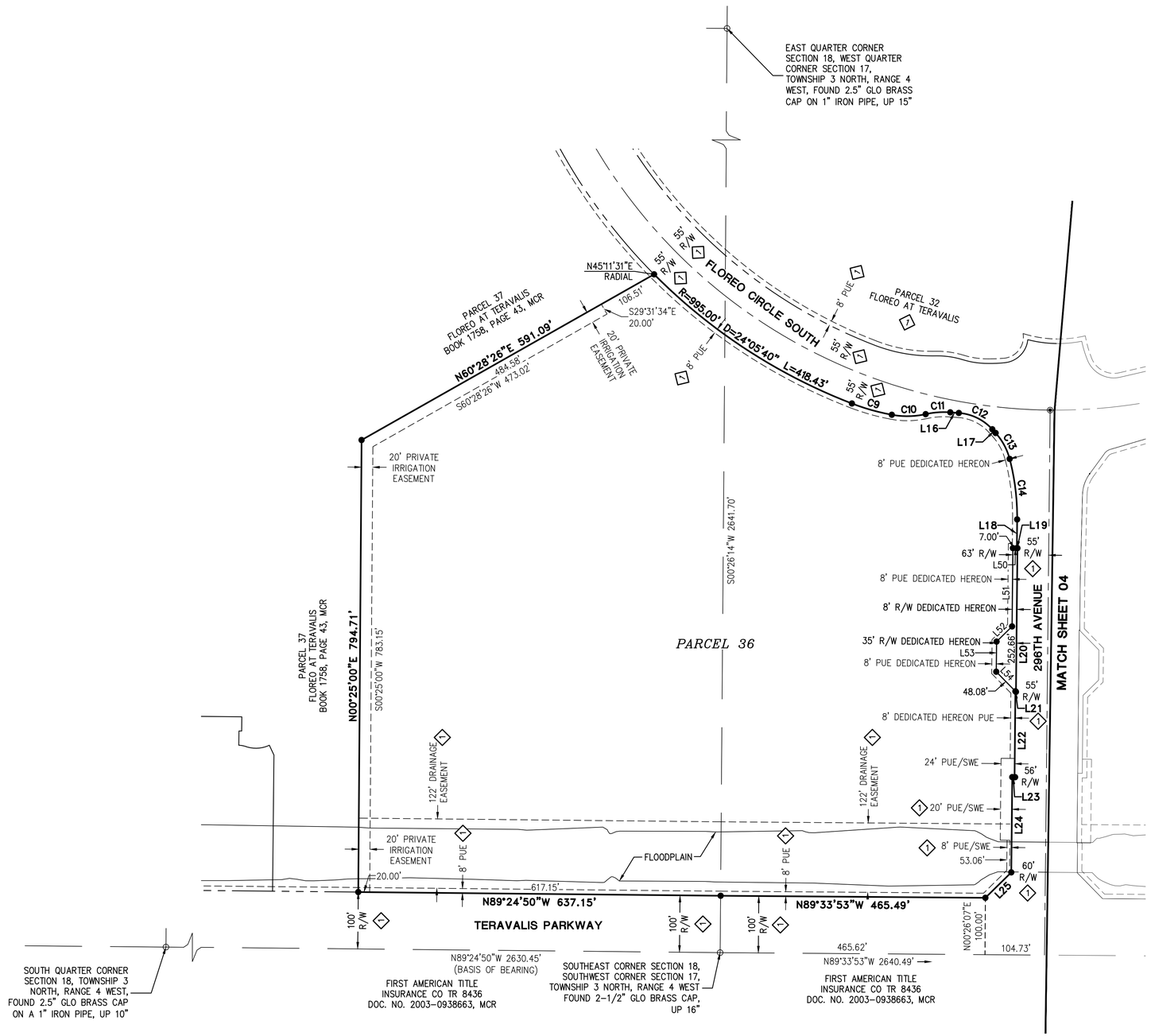
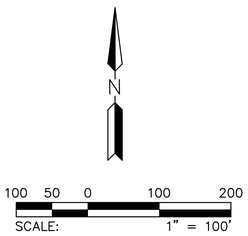


LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— - - - —	RIGHT OF WAY
———	PARCEL LINE
- - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
SWE	SIDEWALK EASEMENT
GLO	GENERAL LAND OFFICE
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
DOC.	DOCUMENT
NO.	NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
1	33'X33' SIGHT VISIBILITY EASEMENT
1	BOOK 1726, PAGE 41, MCR

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	S85°50'26"E	15.05'
L17	S42°10'59"E	8.79'
L18	S00°35'14"W	50.50'
L19	S89°24'46"E	1.00'
L20	S00°35'14"W	252.66'
L21	N44°24'46"W	1.41'
L22	S00°35'14"W	150.98'
L23	N89°24'46"W	4.00'
L24	S00°35'14"W	167.44'
L25	S45°30'40"W	63.72'
L50	S89°24'46"E	8.00'
L51	N00°35'14"E	137.66'
L52	N45°35'14"E	38.18'
L53	N00°35'14"E	53.00'
L54	N44°24'46"W	49.50'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	392.00'	10°40'10"	73.00'
C10	150.00'	22°54'07"	59.96'
C11	150.00'	16°38'00"	43.55'
C12	88.00'	43°39'28"	67.05'
C13	109.00'	27°29'15"	52.29'
C14	403.00'	15°16'59"	107.50'



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FLOREO AT TERAVALIS - PARCEL 30, PARCEL 31 AND PARCEL 36
SUN VALLEY PARKWAY & TERAVALIS PARKWAY
BUCKEYE, ARIZONA

RE-PLAT

STATUS:
PROJ. NO.: 1175
DATE: OCT 2024
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
RP05
SHT. 5 OF 6

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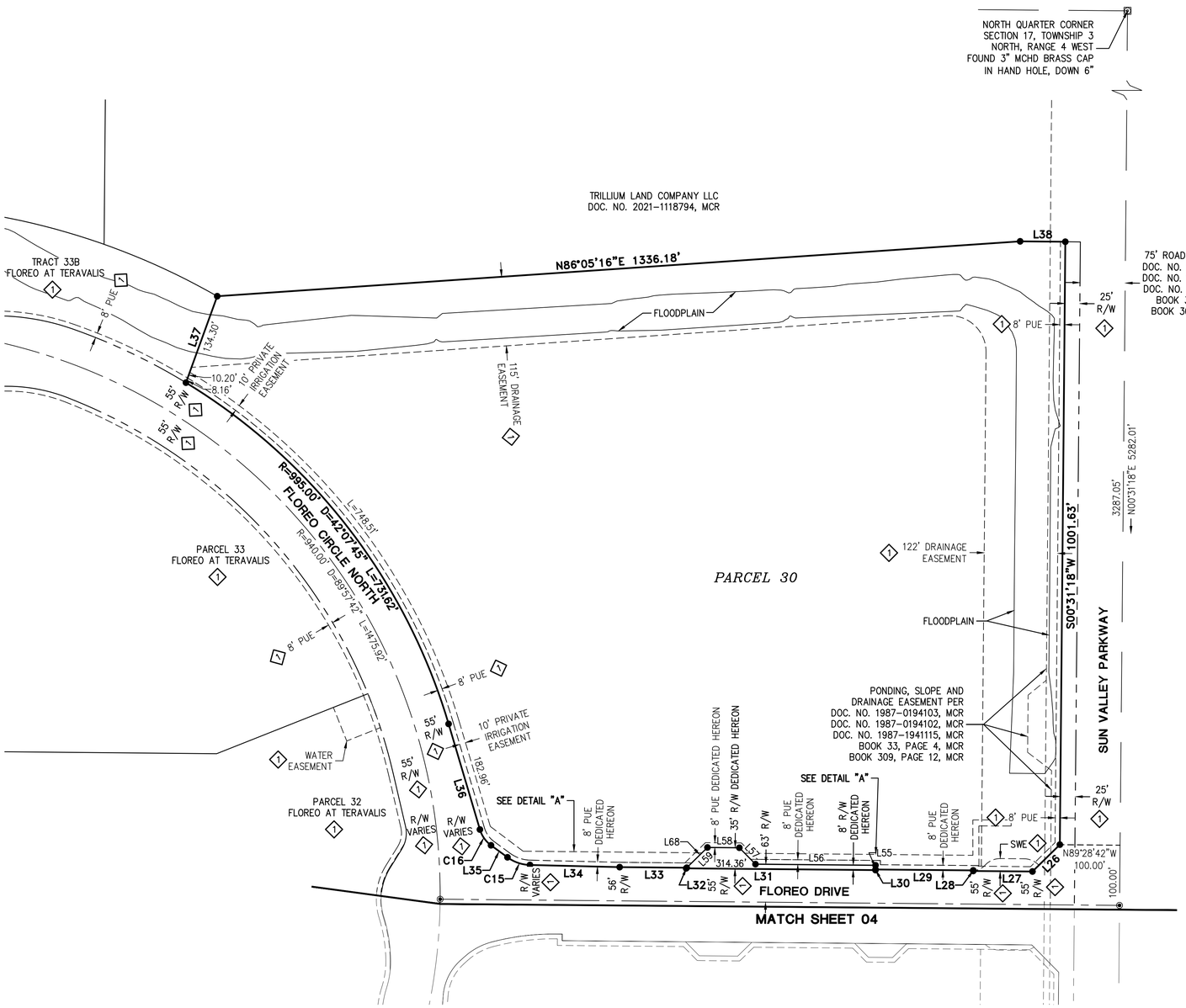

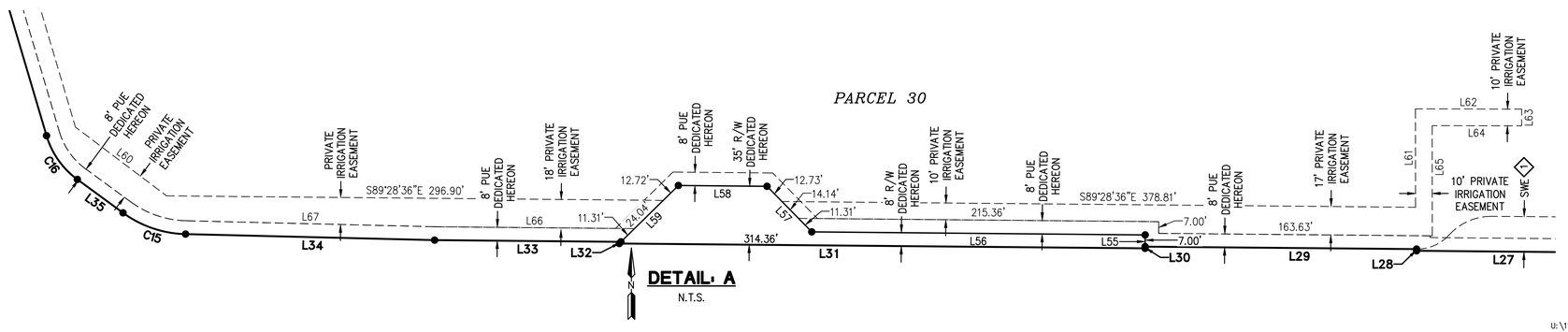

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L26	S45°31'21"W	63.64'
L27	N89°28'36"W	98.34'
L28	N00°31'24"E	1.00'
L29	N89°28'36"W	162.30'
L30	S00°31'24"W	1.00'
L31	N89°28'36"W	314.36'
L32	N45°31'21"E	1.41'
L33	N89°28'36"W	111.41'
L34	N88°36'57"W	148.95'
L35	N53°48'35"W	33.84'
L36	N16°30'00"W	182.99'
L37	N19°51'56"E	152.66'
L38	S89°28'42"E	75.00'
L55	S00°31'24"W	7.00'
L56	S89°28'36"E	199.36'
L57	N44°28'39"W	38.18'
L58	N89°28'42"W	53.00'
L59	S45°31'21"W	49.49'
L60	S52°58'04"E	68.28'
L61	S00°04'51"E	58.82'
L62	N89°52'22"W	63.52'
L63	N00°07'38"E	10.00'
L64	S89°52'22"E	53.49'
L65	N00°04'51"W	65.89'
L66	S89°28'36"E	119.41'
L67	N88°36'57"W	148.95'
L68	S45°31'21"W	48.08'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C15	66.00'	34°48'22"	40.09'
C16	50.00'	37°18'34"	32.56'

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
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①	33'X33' SIGHT VISIBILITY EASEMENT
◇	BOOK 1726, PAGE 41, MCR

N

100 50 0 100 200
SCALE: 1" = 100'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
Date Signed 10/29/24
ARIZONA, U.S.A.
Expires 03/31/2025

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BUCKEYE, ARIZONA

RE-PLAT

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DWG. NO.
RP06
SHT. 6 OF 6

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CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.G. DS - Sunrise Commerce Center Minor Subdivision
DATE PREPARED: 01/02/25	**DISTRICT NO.:** No. 3
STAFF LIAISON: Ken Galica, Planning Manager, kgalica@buckeyeaz.gov, (623) 349-6214	
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)
City Council to take action on a Minor Subdivision titled "Sunrise Commerce Center" on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road.

SUMMARY

PROJECT DESCRIPTION:

Christopher Norstrom, Cawley Architects, on behalf of property owner M4 Buckeye LLC, is requesting approval of a Minor Subdivision (application PLZS-24-0023) on approximately 23.72 acres of property located at the northwest corner of Yuma Road and Apache Road. The proposed Minor Subdivision dedicates public right-of-way for Yuma Road and various easements to facilitate development of the site with the Sunrise Commerce Center, a planned flex light industrial development consisting of five buildings totaling 380,979 square feet, designed for occupancy by a range of enclosed light industrial and commercial uses in accordance with the Sundance Community Master Plan. The Planning and Zoning Commission approved a site plan for this project at its August 13, 2024 meeting.

BENEFITS:

Approval of the Minor Subdivision and development of the site with the Sunrise Commerce Center will create additional job opportunities for area residents, enhance the aesthetics of the I-10 corridor, and generate construction and potentially sales tax revenues for the city.

FINANCIAL IMPACT STATEMENT:
See Planning Financial Impact Statement below.

FINANCIAL IMPACT STATEMENT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city such as permit fees, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

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

Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Project Narrative.pdf
Exhibit C - Minor Subdivision.pdf

VICINITY MAP

PLZS-24-0023

Sunrise Commerce Center - Minor Subdivision

Council District #3

BUCKEYE, AZ

N W E S

Exhibit B

1R PLZS-24-0023 RECEIVED SEPT 10 2024 AL

CAWLEY ARCHITECTS

To: City of Buckeye
Development Services Department
Planning & Zoning Division

From: Christopher D. Norstrom
Architectural Project Coordinator III

Subject: Sunrise Commerce Center
A New Light Industrial Development
NWC of Yuma Road & Apache Road
Minor Land Division Submittal

Date: September 04, 2024

NARRATIVE

The development of this site will be as a light industrial park consisting of five (5) speculative buildings for light industrial use. The buildings range in size from 42,583 square feet to 92,588 square feet.

The existing site consists of two (2) parcels: APN 504-18-933 and 504-18-012F. Mark IV Capital owns both parcels.

The existing site is vacant desert land between Interstate 10 to the north and Yuma Road to the south. At a total building area of 380,979 square feet, the lot coverage is 37.1%. Landscape coverage/open space is slightly more than 15%.

The Minor Land Division will depict all relevant R.O.W .and dedicated utility and highway easements required in Site Plan Review

We look forward to the Minor Land Division Review process and are available to answer any questions you might have as staff reviews and prepares comments and reports. Thank you for your consideration in this matter.

Sincerely,

Christopher D. Norstrom
Architectural Project Coordinator III
Cawley Architects
480-697-3976

Exhibit C

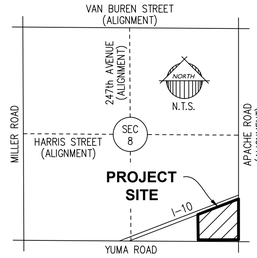
3r PLZS-24-0023 RECEIVED NOV 19 2024 AL

MINOR SUBDIVISION

FOR

SUNRISE COMMERCE CENTER

BEING A REPLAT OF PARCEL 2 OF THE MINOR LAND DIVISION OF 247TH AVENUE & YUMA ROAD, AS RECORDED IN BOOK 1204 OF MAPS, PAGE 45, MCR AND A PORTION OF THE EAST 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



SECTION 8
T.1 N., R.3 W.

VICINITY MAP

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT M4 BUCKEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, HAS SUBDIVIDED UNDER THE NAME "SUNRISE COMMERCE CENTER", BEING A REPLAT OF PARCEL 2 OF THE MINOR LAND DIVISION OF 247TH AVENUE & YUMA ROAD, AS RECORDED IN BOOK 1204 OF MAPS, PAGE 45, MCR AND A PORTION OF THE EAST 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS MINOR SUBDIVISION AS AND FOR MINOR SUBDIVISION FOR "SUNRISE COMMERCE CENTER" AND DECLARES THAT THIS MINOR SUBDIVISION 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 AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS MINOR SUBDIVISION.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHT-OF-WAYS, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS MINOR SUBDIVISION AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

M4 BUCKEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

M4 BUCKEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 DEPICTED ON THIS MINOR SUBDIVISION UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY OF BUCKEYE. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS MINOR SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT OWNERS WITHIN THE BOUNDARY OF SAID MINOR SUBDIVISION UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF BUCKEYE.

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 FOR THE PURPOSE OF WATER WITHIN THE AREAS SHOWN ON THIS PLAT AS WATER EASEMENTS. THE CITY SHALL HAVE THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, OPERATE AND REPLACE PUBLIC WATER LINES OVER, UNDER AND ACROSS THE EASEMENT AREAS SHOWN HEREON.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS STORM DRAIN EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING STORM DRAIN UTILITIES.

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.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-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.

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 _____, 20__.

THAT M4 BUCKEYE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIM/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC DATE

_____
MY COMMISSION EXPIRES:

PARENT PARCEL LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED BUCKEYE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

PARCEL NO. 2, OF MINOR LAND DIVISION, 247TH AVENUE AND YUMA ROAD, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1204 OF MAPS, PAGE 45.

PARCEL NO. 2:

A PARCEL OF LAND SITUATE IN A PORTION OF THE EAST 33.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8, MONUMENTED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 8, MONUMENTED BY A 1/4 INCH REBAR BEARS AS A BASIS OR BEARINGS SOUTH 69 DEGREES 49 MINUTES 08 SECONDS WEST, A DISTANCE OF 2640.54 FEET;

THENCE NORTH 00 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 33.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 49 MINUTES 08 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 33.00 FEET;

THENCE NORTH 00 DEGREES 59 MINUTES 29 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET WESTERLY OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1142.79 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE INTERSTATE 10 HIGHWAY;

THENCE NORTH 68 DEGREES 58 MINUTES 22 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.13 FEET TO A POINT LYING ON THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE NORTH 68 DEGREES 58 MINUTES 22 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1155.26 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION DEDICATED TO CITY OF BUCKEYE IN MAP OF DEDICATION RECORDED AS BOOK 1029 OF MAPS, PAGE 16.

REFERENCE DOCUMENTS

1. MINOR LAND DIVISION, AS RECORDED IN BOOK 1204 OF MAPS, PAGE 45, M.C.R.
2. MAP OF DEDICATION, AS RECORDED IN BOOK 1029 OF MAPS, PAGE 16, M.C.R.
3. FINAL PLAT OF ACACIA CROSSING, AS RECORDED IN BOOK 683 OF MAPS, PAGE 35, MCR.
4. WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 2022-0839032, MCR.
5. SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 2022-0845690, MCR.

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 04013C2105L AND 04013C2115L, WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039 2105 L AND 2115 L, 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.

SITE INFORMATION

OWNER: M4 BUCKEYE, LLC
CONTACT:
PHONE:
EMAIL:
ADDRESS: 24340 WEST YUMA ROAD, BUCKEYE, ARIZONA 85326
APN's: 504-18-012F & 504-18-933
DEED: 2022-0839032, MCR

PARCEL AREAS:

PARCEL NO. 1 (GROSS): **996,203** SQUARE FEET **22.8697±** ACRES, MORE OR LESS

PARCEL NO. 1 (NET): **986,445** SQUARE FEET **22.6457±** ACRES, MORE OR LESS

PARCEL NO. 2 (GROSS): **37,191** SQUARE FEET **0.8538±** ACRES, MORE OR LESS

PARCEL NO. 2 (NET): **37,026** SQUARE FEET **0.8500±** ACRES, MORE OR LESS

SURVEY NOTES

1. THIS MINOR SUBDIVISION AND THE DESCRIPTION USED ARE BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY NCS, FILE NUMBER: 22001906-040-DO, COMMITMENT DATE: SEPTEMBER 19, 2022 AT 7:30 AM
2. BASIS OF BEARINGS: THE MONUMENTED CENTERLINE OF YUMA ROAD, BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. RECORDED IN MINOR LAND DIVISION 247TH AVENUE & YUMA ROAD. RECORDED BEARING: **SOUTH 89 DEGREES 49 MINUTES 08 SECONDS WEST**
3. THE BEARINGS AND DISTANCES DEPICTED INDICATE ACTUAL FIELD OR COMPUTED MEASUREMENTS PERFORMED DURING THE COURSE OF THIS MINOR SUBDIVISION. THIS INFORMATION MAY VARY FROM DOCUMENTS OF RECORD USED FOR THIS MINOR SUBDIVISION.

GENERAL NOTES

1. THE LOTS DEPICTED ON THIS MINOR SUBDIVISION ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
3. 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.
4. IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MINOR SUBDIVISION ARE IN CONFORMANCE WITH THE GENERAL PLAN.
5. PURSUANT TO ARS 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.
6. THIS SITE CONSISTS OF A TOTAL OF 0 LOTS, 0 TRACTS, AND 2 PARCELS. PARCEL NO. 1 IN IN THE "PC" PLANNED COMMUNITY ZONING DISTRICT AND PARCEL NO. 2 IN THE "SF-43" SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT.
7. OWNER AFFIRMS THAT IT HAS REVIEWED THE REQUIREMENTS OF A.R.S. §§ 9-463.01(J) AND 45-576 AND RELATED REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM, AND AFFIRMS THAT A CERTIFICATE OF ASSURED WATER SUPPLY IS NOT REQUIRED.
8. MINOR SUBDIVISION 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 ONE YEAR FROM CITY COUNCIL APPROVAL THE MINOR SUBDIVISION HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.
10. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCE 42-06.
11. A BLANKET CROSS LOT ACCESS AND PARKING EASEMENT IS HEREBY GRANTED TO AND BETWEEN ALL LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PARKING AND INGRESS AND EGRESS OF VEHICLES, INCLUDING EMERGENCY VEHICLES, PEDESTRIANS, AND BICYCLES. THE UNDERLYING PROPERTY OWNER OR ASSIGNS IS RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT AREA.

SHEET INDEX

1 COVER SHEET
2 MINOR SUBDIVISION

CITY OF BUCKEYE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, THIS _____ DAY OF _____, 20__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____
BUCKEYE CITY ENGINEER DATE

BY: _____
DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF 2 SHEETS CORRECTLY REPRESENTS A MINOR SUBDIVISION MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2024; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 8/23/2024 (REVISED 10/22/24 & 11/15/24)

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.

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com
EPS GROUP

SUNRISE COMMERCE CENTER
BUCKEYE, ARIZONA
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY
MINOR SUBDIVISION

Project:

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Drawn by: TJP
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON
Date Signed 11-15-24

Job No.
23-0138
MS01

Sheet No.
1
of 2

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CENTER OF SECTION
SECTION 8, T1N, R3W
FOUND REBAR W/TAG
C4 ADOT

S89°15'21"E 2612.14'

HARRIS STREET
(ALIGNMENT)

EAST 1/4 CORNER
SECTION 8, T1N, R3W
FOUND ALUMINUM CAP
MC 29891

FOUND 3-1/4" ADOT
ALUMINUM CAP

FOUND MAG NAIL
W/WASHER

1452.33'

35.13'

1' VNAE
BOOK 683,
PAGE 35, M.C.R.

TRACT D

EXISTING ADOT NO ACCESS
EASEMENT ALONG THE NORTH
LINE OF THIS PLAT PER
DOCKET 10596, PAGE 493, MCR

INTERSTATE 10

DOCKET 10596, 308' ADOT R/W
DOCKET 10819, PAGE 483, M.C.R.
DOCKET 10819, PAGE 789, M.C.R.
DOCUMENT 2019-0270749, M.C.R.

1' VNAE
DEDICATED HEREON

487.26'

L10

N68°56'12"E 1195.25'

1160.12'

L12

L11

66
65
64
63
62
61
60
59
24
23
22
21
20
19
18
17

APN: 504-18-012F
M4 BUCKEYE, LLC
2022-0839032, MCR

1' VNAE
DEDICATED HEREON

L14

L15

L13

485.04'

S68°56'12"W 485.05'

S68°56'12"W 665.73'

15' DE
DEDICATED HEREON

FOUND REBAR W/CAP,
ILLEGIBLE, AFFIXED W/CAP
"EPS GROUP RLS 45378"

N68°56'12"E 1817.66'

192.95'

S68°56'12"W 150.68'

L16

L17

FOUND 3-1/4" ADOT
ALUMINUM CAP

247th AVENUE
(ALIGNMENT)

N0°21'48"W 2682.52'

S0°10'56"E 610.83'

15' DE
DEDICATED HEREON

S0°59'23"E 1120.73'

1115.73'

S0°59'23"E 2640.59'

1128.25'

33'

ACACIA CROSSING
BOOK 683 OF MAPS, PAGE 35, M.C.R.
(NOT-A-PART)

PARCEL NO. 1
247TH AVENUE & YUMA ROAD
BOOK 1204 OF MAPS, PAGE 45, M.C.R.
APN: 504-18-937
BUCKEYE 23454, LLC
2022-0845690, MCR
(NOT-A-PART)

N0°54'53"W 707.15'

697.15'

S0°10'56"E 585.49'

PARCEL NO. 1
996,203 Square Feet GROSS
22.8697± Acres, more or less GROSS
986,445 Square Feet NET
22.6457± Acres, more or less NET

PARCEL NO. 2
37,191 SQUARE FEET GROSS
0.8538± ACRES, MORE OR LESS GROSS
37,026 SQUARE FEET NET
0.8500± ACRES, MORE OR LESS NET

8' PUE
DEDICATED HEREON

10' R/W
DEDICATED HEREON

33' R/W DOCUMENT
2008-222478, M.C.R.

22' R/W, BOOK 1029,
PAGE 16, M.C.R.

7' HIGHWAY EASEMENT
DOCKET 13018, PAGE 754, M.C.R.

15' DE
DEDICATED HEREON

20' WATER EASEMENT
DEDICATED HEREON

10' R/W
DEDICATED HEREON

4' PUE, BOOK 1204 OF MAPS,
PAGE 45, M.C.R.

10' PUE, BOOK 1029,
PAGE 16, M.C.R.

10' A.P.S. EASEMENT
DOCUMENT 2002-0239112, M.C.R.

8' PUE
DEDICATED HEREON

5' R/W
DEDICATED HEREON

10' ROADWAY & SIDEWALK EASEMENT
BOOK 1204 OF MAPS, PAGE 45, M.C.R.

8' PUE, BOOK 683,
PAGE 35, M.C.R.

55' R/W, BOOK 683,
PAGE 35, M.C.R.

L18

L19

L22

7.25'

L21

L20

L23

13.60'

12'

L3

L9

L8

L7

L6

L5

L4

1090.68'

5.00'
33.00'
33.00'

NOT FOUND. NOT SET

10.00'

S89°49'08"W 1684.71'

FOUND 1/2" REBAR

1516.08'

L1

65' R/W

60' R/W

65' R/W

60' R/W

1124.46'

S89°49'08"W 2640.54'

(BASIS OF BEARINGS)

S89°49'08"W 1123.68'

NOT FOUND
NOT SET

L2

5.00'

NOT FOUND. NOT SET.

TRACT A

5' R/W
DEDICATED
HEREON

YUMA ROAD

SOUTH 1/4 CORNER
SECTION 8, T1N, R3W
FOUND BRASS CAP FLUSH

SOUTHEAST CORNER
SECTION 8, T1N, R3W
FOUND 3" T.O.B. BRASS
CAP FLUSH

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°10'52"W	55.00'
L2	S00°59'23"E	55.01'
L3	S89°49'08"W	142.68'
L4	N00°10'52"W	5.00'
L5	S89°49'08"W	462.84'
L6	S00°10'52"E	5.00'
L7	S89°49'08"W	87.03'
L8	N00°10'52"W	5.00'
L9	S89°49'08"W	398.18'
L10	S68°56'12"W	15.00'
L11	N21°03'48"W	55.50'
L12	S21°03'48"E	40.50'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S21°03'42"E	40.50'
L14	N68°56'12"E	15.00'
L15	N21°03'42"W	40.50'
L16	S68°58'14"W	34.62'
L17	S68°58'14"W	24.29'
L18	N89°49'08"E	377.79'
L19	S89°49'08"W	377.79'
L20	N00°10'52"W	51.16'
L21	S89°49'08"W	7.75'
L22	S00°10'52"E	71.16'
L23	N89°49'08"E	7.25'

LEGEND

⊙	BRASS OR ALUMINUM CAP FLUSH AS NOTED
○	CORNER OF BOUNDARY AS NOTED.
●	SET 1/2" REBAR W/CAP RLS #37495
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSOR'S PARCEL NUMBER
R/W	RIGHT OF WAY
T.O.B.	TOWN OF BUCKEYER
MC	MARICOPA COUNTY
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
LLC	LIMITED LIABILITY COMPANY
DE	DRAINAGE EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT

BOUNDARY LINE

PROPERTY LINE

CENTER LINE

EASEMENT LINE

ADJACENT PROPERTY LINE

NORTH

60 0 60 120
scale feet

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

SUNRISE COMMERCE CENTER
BUCKEYE, ARIZONA
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY

MINOR SUBDIVISION

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Revisions:

Call at least two full working days before you begin excavation.
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In Maricopa County: (602)263-1100

Drawn by: TJP
Reviewed by: RAJ

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
ROBERT A.
JOHNSTON JR.
Date Signed 11-6-2024

Job No.
23-0138

MS02

Sheet No.
2
of 2

tprotonentis Nov 18, 2024 10:57am S:\Projects\2023\23-0138\Land Survey\Dwgs\Minor Subdivision\23-0138 MS.dwg

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.H. ENG - Capital Improvement Program (CIP) Project No. 105660 Rooks Road Bridge at BID - Lateral 18 Relocation - Cooperative Contract Purchase Addendum (CCPA) - DBA Construction, Inc.
DATE PREPARED: 01/02/25	**DISTRICT NO.:** 1
STAFF LIAISON: James Zwerg, CIP Project Manager, jzwerg@buckeyeaz.gov, (602) 558-2076	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025263) between the City of Buckeye, an Arizona municipal corporation, and DBA Construction, Inc., an Arizona corporation, related to Capital Improvement Project (CIP) No. 105660, Rooks Road Lateral 18; to authorize the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of said CCPA.

SUMMARY

PROJECT DESCRIPTION:
Construction of Rooks Road from MC85 North to Baseline Road requires the coordination and separate design of the BWCDD canal bridge and Lateral 24 relocation, Roosevelt Irrigation District Lateral 18 relocation, APS 69KV overhead power lines, and APS/PV effluent distribution pipe. The reason Lateral 18 needs to be relocated is to make way for the construction of Rooks Road and Buckeye Water Conservation and Drainage District (BWCDD) bridge crossing over the BWCCD irrigation canal. The construction will be performed by DBA Construction, Inc. in an amount not to exceed $1,599,707.23. The funds for this work are under the Capital Improvement Program (CIP) Project No. 105660 and this scope is within budget.

Section 2.4 of Peoria Contract No. ACON02222 authorizes cooperative purchasing.

The funds for this work are under the Capital Improvement Program (CIP) Project No. 105660 and this scope is within budget.

BENEFITS:
The relocation of Lateral 18 is one of many required to be completed prior to the construction of Rooks Road between MC85 and Baseline Road.

FUTURE ACTION:
No Future Action.

FINANCIAL IMPACT STATEMENT:
This project is programed into the FY25 CIP 105660 Rooks Road Bridge project with the budget of $10,590,000 (all phases and scopes). The DBA Construction, Inc. contract is in an amount not to exceed $1,599,707.23 and falls within the allotted budgeted amount for construction in the FY25 allocation.

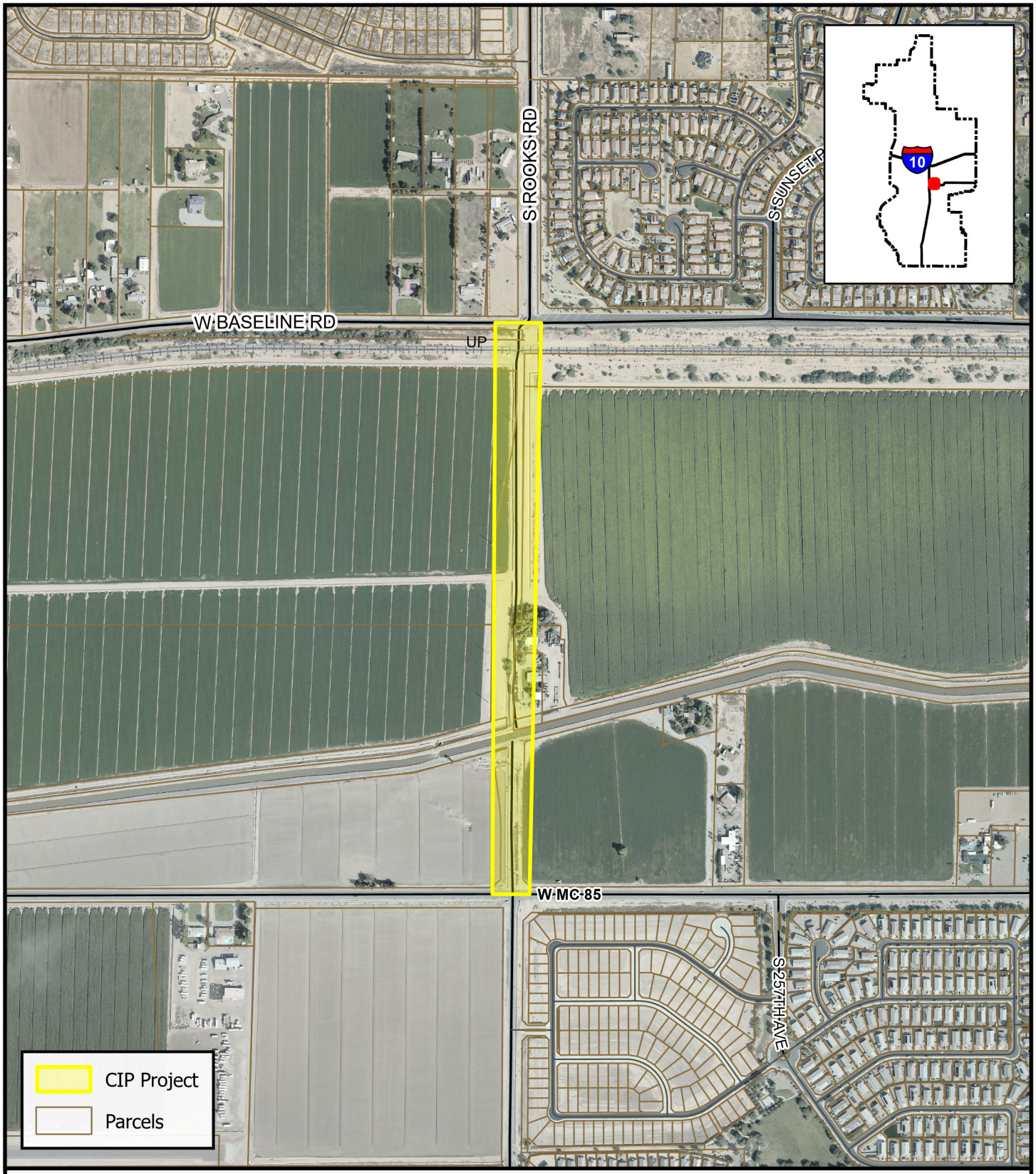
CURRENT FISCAL YEAR TOTAL COST:
The total cost for this contract is in an amount not to exceed $1,599,707.23

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
50213170-543181

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP105660_8x10.pdf
4H Contract No. 2025263 with DBA.pdf



BUCKEYE, AZ

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

CIP 105660 Rooks Road Bridge at BID

0 300 600 1,200 Feet

N

Date: 7/2

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
DBA CONSTRUCTION, INC.

ROOKS ROAD LATERAL 18
CONTRACT NO. 2025263

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and DBA Construction, Inc., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, the City of Peoria and Contractor entered into Contract No. ACON02222, dated February 1, 2022 (such contract and subsequent amendments thereto herein referred to as the "Peoria Contract"), which is attached hereto as **Exhibit A** and incorporated herein by reference); and

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

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

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

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the Peoria Contract, except to the extent superseded herein. All references in the Peoria Contract to the City of Peoria shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval. The Contractor shall commence work within ten (10) days from the issuance by the City of a Notice to Proceed and shall complete all work on or before ninety (90) calendar days from the effective date of the Notice to Proceed, unless such term is modified or extended pursuant to the terms of the Peoria Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of **Exhibit B**, in a total amount not to exceed **One Million Five Hundred Ninety-Nine Thousand Seven Hundred Seven Dollars and Twenty-Three Cents ($1,599,707.23)**.

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

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

Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

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

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

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

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

FURTHER, in the event of any inconsistency between this Addendum, the Peoria Contract, and Exhibit B, the documents shall govern in that order.

CLICKWRAP TERMS EXCLUDED, in the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Cooperative Contract Purchase Addendum (CCPA).

[SIGNATURE PAGE TO FOLLOW]

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

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

DBA CONSTRUCTION, INC.,
an Arizona corporation

Jordan Hamula

Jordan Hamula, Senior Project Manager / Firm Principal

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAADAcNQ1JMrWTi3XDeCKiT_lKizhweICe

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025263

[Peoria Contract]

See following pages.

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

☐ New Contract ☐ Amendment ☒ Extension ☐ Other:

Purchasing Job Number: P22-0020B **Buyer Name:** Stephanie Roman

Vendor / Contractor: DBA Construction, Inc.

Contract Title: Master JOC for Citywide Civil/Site Work

Description: Contract Extension No. 2

Start Date: 02.01.2024 **End Date:** 01.31.2025 **Term Contract?** ☐ No ☒ Yes **Final Expiration:** 01.31.2026

FINANCIAL DETAILS

City Department: Development and Engineering **Department Rep:** Dan Nissen

Budget Account #: **CIP#:**

A. This document amount:	$ 0.00
B. Total of all previous executed amounts for this contract:	$ 0.00
C. Total Contract Amount:	$ 0.00

APPROVALS

Council Approval Required?: ☒ No ☐ Yes: Council Date:

Special Instructions: Master Contract:

https://peoriaaz.bonfirehub.com/contracts/100612/documents
(Copy and Paste URL into Browser)

Department Manager: _____ **Risk Manager:** _____

Department Director: Dan Nissen **City Manager:** _____

Deputy City Manager: _____ **City Attorney:** Emily Jurmu

Materials Manager: Christine Finney **City Clerk:** Agnes Goodwine

CONTRACT NUMBER: ACON02222B **REFERENCE DOCUMENT(S):** See URL Above

CONTRACT AMENDMENT

Solicitation No: P22-0020B Page 1 of 1

Description: JOC for Citywide Civil/Site Work

Amendment No: Two (2) Date: 01.23.2024

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Stephanie Roman

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on January 31, 2024, and is hereby extended.

EXTENSTION #2

The New Contract Term is: **February 1, 2024** to **January 31, 2025**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Robert J Maurer	01/30/2024	Robert Maurer, Project Manager	DBA Construction, Inc.
Signature	Date	Typed Name and Title	Company Name

P.O. Box 63035	Phoenix	AZ	85082
Address	City	State	Zip

Attested by:

Agnes Goodwine

Agnes Goodwine, City Clerk

City Seal
Copyright 2003
City of Peoria, Arizona

ACON02222B
Contract Number

Dan Nissen

Director: Dan Nissen, Interim Development and Engineering Director

Approved as to Form:

Emily Jurmu

Emily Jurmu, City Attorney

The above referenced Contract Amendment is hereby Executed:

2/5/24 at Peoria, Arizona

Christine Finney

Christine Finney, Materials Manager

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

CONTRACT AUTHORIZATION AND SIGNATURE – COVER SHEET

(For City Use Only)

CONTRACT DETAILS

☐ New Contract ☒ Amendment ☐ Extension ☐ Other:

Purchasing Job Number: P22-0020B **Buyer Name:** Terry Andersen

Vendor / Contractor: DBA Construction, Inc.

Contract Description: Master JOC for Citywide Civil/Site Work

Scope/Change Description: Contract Amendment - EXT #1

Start Date: 02/01/23 **End Date:** 01/31/24 **Term Contract?** ☐ No ☒ Yes **Final Expiration:**

FINANCIAL DETAILS

City Department: Development and Engineering **Department Rep:** Dan Nissen

Budget Account #: **CIP#:**

A. This document amount:	$ 0.00
B. Total of all previous executed amounts for this contract:	$
C. Total Contract Amount:	$ 0.00

APPROVALS

Council Approval Required?: ☒ No ☐ Yes: Council Date:

City Manager Signature Required? ☒ No ☐ Yes

Risk Management Approval Required? ☒ No ☐ Yes: Risk Mgmt Signature: _____

SPECIAL INSTRUCTIONS

Please sign as requested. Final copy will be provided to all signers and recorded with Materials Management. Thank you!

CONTRACT NUMBER	MATERIALS MANAGER APPROVAL

CONTRACT AMENDMENT

Solicitation No: P22-0020B Page 1 of 1

Description: JOC for Citywide Civil/Site Work

Amendment No: One (1) Date: 01/19/23

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Terry Andersen

In accordance with the Job Order Contracting Contract, Section 2.1., Contract Term, the above referenced contract shall expire on January 31, 2023 and is hereby extended. **EXTENSION #1**

The New Contract Term is: **February 1, 2023** to **January 31, 2024**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	1-24-23	Tim Ginter, Vice President	DBA Construction, Inc.

Address	City	State	Zip
P.O. Box 63035	Phoenix	AZ	85082

Attested by:

Lori Dyckman, City Clerk

CC Number

ACON02222A
Contract Number

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Adina Lund
Director: Adina Lund, Development and Engineering

Dan Nissen
Project Manager: Dan Nissen, Deputy City Engineering Director

Approved as to Form:

City Attorney

The above referenced Contract Amendment is hereby Executed:

at Peoria, Arizona

Christine Finney, Materials Manager

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P22-0020
Description of Work:	JOC Citywide Civil/Site Work

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Terry Andersen
Phone: (623) 773-7115

OFFER

[ROC No.] 125006 A
Contractor's License Number

DBA Construction, Inc.
Job Order Contractor Name

Authorized Signature for Offer

PO Box 63035
Address

Tim B. Ginter
Printed Name

Phoenix | AZ | 85082
City | State | Zip Code

Vice President
Title

602-442-6767 | 602-442-0408 | timginter@dbaconstruction.net
Telephone | Fax | E-mail

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by: Lori Dyckman
Lori Dyckman, Acting City Clerk

City of Peoria, Arizona.
Eff. Date: 02/01/2022

Approved as to form:
Michael Dynes for
Vanessa P. Hickman, City Attorney

CC

ACON02222
Contract Number

Awarded on January 31, 2022

Official File

Christine Finney
Christine Finney, Materials Manager

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JOB ORDER CONTRACT

P22-0020

JOC Citywide Civil/Site Work

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT
TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	CONTRACT TERM
ARTICLE 3	PERFORMANCE OF THE WORK
ARTICLE 4	JOB ORDER DOCUMENTS
ARTICLE 5	MATERIAL AND WORKMANSHIP
ARTICLE 6	SITE CONDITIONS
ARTICLE 7	JOB ORDER SCHEDULES
ARTICLE 8	INSPECTION OF CONSTRUCTION AND ACCEPTANCE
ARTICLE 9	INVOICING AND PAYMENT
ARTICLE 10	CHANGES
ARTICLE 11	INSURANCE & BONDS
ARTICLE 12	INDEMNIFICATION
ARTICLE 13	DISPUTES
ARTICLE 14	TERMINATION AND DEFAULT
ARTICLE 15	WARRANTY OF CONSTRUCTION
ARTICLE 16	STANDARD TERMS AND CONDITIONS

ATTACHMENTS

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts & Authorized Signature Form

JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of February, 2022 by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and DBA Construction, Inc. , (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

1.1. Owner. Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. Job Order Contractor. Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. Contract. Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. Subcontract. Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. Job Order. Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. Work. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A"(JOC General Scope of Services), Attachment "B" (SIQ & Contractor's Response), Attachment "C" (JOC Cost Proposal Forms), and in Attachment "D" (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. Punch List Preparation. A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. Final Completion. Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. Job Order. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in Attachment "A"(JOC General Scope of Services), Attachment "B" (SIQ & Contractor's Response), Attachment "C" (JOC Cost Proposal Forms), and in Attachment "D" (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. Mutual Agreement. This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. Cooperative Purchasing: This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

3. PERFORMANCE OF THE WORK

3.1. Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in Attachment "A" (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

3.1.1. Contract number along with Job Order Contractor's name;

3.1.2. Job Order number and date;

3.1.3. The agreed Work and applicable technical specifications and drawings;

3.1.4. The agreed period of performance and, if required by Owner, a work schedule;

3.1.5. The place of performance;

3.1.6. The agreed total price for the Work to be performed;

3.1.7. Submittal requirements;

3.1.8. Owner's authorized representative who will accept the completed Work;

3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

3.2.1. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2.2. Self-Performance By The Job-Order-Contractor. The JOC shall be allowed to bid as a subcontractor for work over $50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

3.2.3. Outdoor Construction Restrictions. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.3.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.3.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.3.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

3.2.4. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

3.2.5. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.6. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

3.2.7. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.7.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

3.2.7.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.7.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

3.2.7.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for TRAFFIC CONTROL.

3.2.7.6. The Police Department shall determine if construction activities or traffic hazards at the construction project require the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, if the Police Department determines that flagmen are sufficient, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.7.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.7.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.7.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.7.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.7.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.7.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.8. Operations & Storage. Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.9. Cleaning Up & Refuse Disposal. Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.9.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.9.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.9.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.10. Existing Improvements and Utilities. Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.11. Safety. Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.11.1. Job Order Contractor Safety Compliance. Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.11.2. Job Order Contractor Provided Warnings. Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.11.3. Emergency Procedures. Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.11.4. Accident Notification. Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.11.5. Jobsite Safety Documents. Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.11.6. Job Order Contractor's Safety Program. Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.11.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.11.8. Emergency Medical Treatment. Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.11.9. Owner's Right to Monitor. Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.11.10. First Aid Kit. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.11.11. Fire Extinguisher. Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.12. Dissemination of Contract Information. Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.13. Shop Drawings. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.14. Jobsite Drawings and Specifications. Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

3.3.1.1. Owner's Written Order. Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. Work Delay or Suspension. If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. Job Order Contractor Costs. A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. Owner's Right to Possession. Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. Owner's Possession or Use. While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

3.3.3. Other Contracts. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. Job Order Amendment. Job Orders may be amended by Owner in the same manner as they are issued.

3.5. Job Order Value. The maximum Job Order value is Three Million Dollars ($3,000,000), except as provided by § 16.32.1.

4. JOB ORDER DOCUMENTS

4.1. Specification and Drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

4.2. Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. Shop Drawing Coordination. Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

4.4. Shop Drawing Modifications. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. Owner Furnished Drawings. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. Shop Drawing Submittal. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

5.1. Suitability of Material and Equipment. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. Owner Approval. Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. Testing of Materials. Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. Workmanship. All work under the Contract shall be performed in a skillful and workmanlike manner.

6. SITE CONDITIONS

6.1. Site Investigation. Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

6.1.2. The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. Surface and Subsurface Investigation. Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. Differing Site Conditions. Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. Owner Investigation. Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. Written Notice of Differing Site Conditions. No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. Payment Adjustment. No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

7. JOB ORDER SCHEDULES

7.1. Construction Schedule. If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. Failure to Submit Schedule. Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14.

7.3. Progress Report. Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. Emergency Work. Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with § 10.

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. Job Order Contractor Inspection System. Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. Owner Inspections and Tests. Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. Job Order Contractor Responsibilities. The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. Job Order Contractor Performance. Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. Job Order Contractor Corrective Work. Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. Failure to Replace or Correct Work. If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor; or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. Owner Inspection before Acceptance. If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. Owner Acceptance. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

9. INVOICING AND PAYMENT

9.1. Compensation. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. Invoices. Job Order Contractor shall submit invoices to the following address:

City of Peoria
8401 W. Monroe St
Peoria, AZ 85345

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (Attachment C) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/sub-consultants shall not exceed 5 percent.

9.4. Progress Payments. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. Retention. Not applicable.

9.6. Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.7. Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. Unpaid Amounts. Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

10.1. Owner Changes. Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. Owner Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. Contract Adjustments. Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. Modification of the Job Order. If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. Job Order Contractor Proposal. Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

10.6. Final Payment Limitation. No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. Job Order Contractor Extension Justification. Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. Job Order Contractor Price Breakdown Structure. Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

11. INSURANCE & BONDS

11.1. Job Order Contractor Insurance. Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: $1,000,000 Each Accident; $1,000,000 Each Employee for Disease; and $1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate; and $2,000,000 Each Occurrence.

11.1.4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: $1,000,000 Each Person for Bodily Injury; $1,000,000 Each Accident for Bodily Injury; and $1,000,000 Each Occurrence for Property Damage.

11.2. Owner as Additional Insured. The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. Policy Endorsement. All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. Limits of Liability. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. Certificate of Insurance. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. Subcontractor Insurance. Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall

deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. Bonds. If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. Notice to Proceed. Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor, subcontractor or design professional shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Job Order Contractor, subcontractor or design professional or other persons employed or used by such Job Order Contractor, subcontractor or design professional in the performance of the contract or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. DISPUTES.

13.1. Party Cooperation. The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. Field Level Resolution. Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. Job Order Contractor Performance. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. Partnering. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually

agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. Owner's Representative. Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management
Clu·istine Finney, Materials Manager
9875 N. 85th Ave - 2nd Floor
Peoria, AZ 85345
(623) 773-7115

13.6. Job Order Contractor's Representative. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

Robert J Maurer; Project Manager; 1833 S 59th Ave . Phoenix, AZ 85082; Cell 602-315-9844
Matt Woolwine; Pre-Construction Manager; 1833 S 59th Ave. Phoenix, AZ 85082; 602-708-2934
Tim Ginter; Vice President; 1833 S 59th Ave . Phoenix, AZ 85082; 602-708-2893
Thomas Drysdale ; President; 1833 S 59th Ave. Phoenix, AZ 85082; 602-708-2999

13.7. Owner's Resolution. Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to wiiting and mail or otherwise fmnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

14. TERMINATION AND DEFAULT

14.1. Termination for Convenience. Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner dete1mines that te1mination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. Notice of Termination. After receipt of a Notice of Te1mination, and except as directed by Owner, Job Order Contractor shall i1mnediately proceed with the following obligations, regardless of any delay in dete1mining or adjusting any amounts due under this § 14:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this § 14) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and te1mination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfab1icated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. Final Termination Settlement Proposal. After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. Owner Payment. Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. Destroyed, Lost, Stolen or Damaged Property. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. Amount Due Job Order Contractor. In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

14.7. Partial Termination. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. Excess Payments. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

14.12. Owner's Right to Terminate. The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be in the amount of per MAG Specs, Section 108.9 per day for each calendar day of delay, based upon the total job order value to date (i.e phased project awards). If the contract is not terminated, the contractor

shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

14.15. Immigration Act. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

15.2. Warranty Duration. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

15.3. Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. Owner Notification. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

15.6. Failure to Correct Work. If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. Subcontractor and Supplier Warranties. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

15.8. Owner Remedy. In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. Owner Furnished Material or Design. Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. Pre-Existing Work. Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. Owner's Rights. This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

16. STANDARD TERMS AND CONDITIONS

16.1. Contract Order of Precedence. In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. Certification. By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. Bribes and Kick-Backs. The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. Applicable Law. In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. Legal Remedies.: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. Contract: The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

16.7. Contract Amendments: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

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

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

16.10. Relationship to Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. No Delegation or Assignment.- Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

16.12. Job Order Contractor/Supplier Contract. The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

16.13. Rights and Remedies. No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

16.14. Overcharges By Antitrust Violations. The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

16.15.1. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

16.15.2. Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

16.16. Right To Assurance. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

16.17. Right To Audit Records. The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.18. Warranties. Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. Inspection. All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. Title and Risk of Loss. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. No Replacement of Defective Tender. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

16.22. Shipment Under Reservation Prohibited. Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. Liens. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. Licenses. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. Cost of Bid/Proposal Preparation. The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16.27. Public Records. All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

16.28. Advertising. Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

16.29. Delivery Orders. The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

16.30. Funding. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16.31. Federal Funding. It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

16.31.1 Davis-Bacon Act - (40 U.S.C. §276a-276a-5). All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the $2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work

under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

16.32. A.R.S. Title 34 Provisions.

16.32.1. The maximum dollar amount of an individual job order shall be Three Million Dollars ($3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each

subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

16.33 Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

16.34 Prohibited Political Contributions. Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

16.35 Assurances of Compliance with Federal and State Laws. If any single job order project is funded with federal grant funds, the Contractor shall be responsibility to incorporate any necessary amounts in the job quote to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates. During the performance of work under this contract the Contractor and all Subcontractors will be required to certify compliance with the following federal provisions:

A. Equal Employment Opportunity. Comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

   The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

   Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The Contractor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and the Agency are beneficiaries of this Section and are entitled to enforce it. The Contractor shall also comply with all applicable local, state and federal fair employment laws and regulations.

B. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7). When required by Federal program legislation, for all construction contracts of more than $2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and the Granting Agency.

C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). For Contractors who apply or bid for an award of $100,000 or more, file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Anti-Lobbying Certification. The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Debarment and Suspension (E.O. 12549 and E.O. 12689). Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

F. Drug-Free Workplace Requirements. Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act.

This certification is a material representation upon which reliance is placed by the U.S. Federal Agency in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Federal Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

1) The Contractor certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Informing employees about:

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

2) Notifying U.S. Federal Agency within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;

3) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

4) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

G. Compliance with Federal and State Immigration Laws.

1) Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

2) Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to U.S. Federal Agency and the cities that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Contractor Immigration Warranty").

3) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of U.S. Federal Agency and/or the City of Peoria.

4) The U.S. Federal Agency and the City of Peoria retain the legal right to inspect the papers of any employee of Contractor or any subcontractor who works under this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist U.S. Federal Agency and/or the City of Peoria in the conduct of any such inspections.

5) The U.S. Federal Agency or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the U.S. Federal Agency and/or the City of Peoria in performing any random verification performed.

6) Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor

Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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

H. Asbestos Abatement. The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

I. Access To Records And Records Retention. The Contractor agrees as follows:

1) The Contractor agrees to permit the U.S. Federal Agency, the City of Peoria, U. S. Federal Agency, and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Contractor or subcontractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

2) The Contractor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.

J. Conflict Of Interest. The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

1) There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and the U.S. Federal Agency.

2) Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or the U.S. Federal Agency that develops at any time during this contract will be immediately disclosed to the City of Peoria and the U.S. Federal Agency.

3) The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.

K. Compliance with Civil Rights Act of 1964

During the performance of this contract, the contractor agrees to comply with the following:

(i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

L. Termination for Convenience (43 CFR § 12.84)

Except as provided in §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

M. Equal Employment Opportunity (41 CFR § 60-1.4)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. Compliance with Copeland Act Requirements. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

O. Contract Work Hours and Safety Standards Act. Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

P. Patent Rights (43 CFR Part 12). Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Q. Copyrights (43 CFR § 12.74). The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

R. Audit Practices (43 CFR Part 12). The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

S. Retention of Records (43 CFR Part 12). The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

T. Clean Air Act, Clean Water Act, and EPA Regulations. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

U. Energy Policy and Conservation Act. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

V. System For Award Management Maintenance (48 CFR 52.204-13). The Contractor is required to properly register and maintain an updated registration with the System for Award Management (SAM) database, which is the primary Government repository for prospective Federal awardee information and the centralized system for certain contracting, grants, and other assistance-related processes.

(a) Definition. As used in this clause--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that–

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes–

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to–

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted–

(i) Via the internet at http://fedgov.dnb.com/webform or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

W. Contract Work Hours and Safety Standards Act -- Overtime Compensation.

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

ATTACHMENTS

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts (Contact List & Authorized Signature Form)

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Citywide Civil/Site work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.3.

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to § 6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may by imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A $1,000 deposit is required for each meter. An additional $28.00 service fee is also required. The cost of the water is at the prevailing rate.

11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

ATTACHMENT B

SIQ & Contractor's Response

(See Attached)

	STATEMENT OF QUALIFICATIONS	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P22-0020	

REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

JOB ORDER CONTRACTING

FOR

CITYWIDE CIVIL/SITE WORK

SOLICITATION NUMBER: P22-0020

Due Date:
October 25, 2021 by 5:00 PM Arizona Time

Point of Contact:
Terry Andersen
Contract Officer
Teresa.Andersen@peoriaaz.gov
623-773-7981

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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide Civil/Site work, and related services, on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

Selected Contractors will be expected to enter into a base contract for services. It is the intent of the City of Peoria to select three (3) or four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City. The individual job order maximum amount is $3,000,000. Pricing shall be negotiated fee.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work.

Job Order Contracting may include ancillary design services, pre-construction services, construction work (bid & self-performed), maintenance/repair trade work, and the preparation of project closeout documents, as-built documents, etc.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria CIP identifies funding for projects in fiscal year of 2022 and shows planned projects for the next ten (10) years. A copy of the CIP can be viewed at https://www.peoriaaz.gov/government/departments/management-and-budget. The approved FY2022 budget is available to fund various projects utilizing the awarded JOC contract. Projects

may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed $3,000,000.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with general construction services, together with engineering services as necessary, related to major and minor roadway and drainage construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turnkey projects, including all permitting and regulatory requirements.

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time-frame and within the City's tolerance of financial risk will be the guiding principles behind the projects.

2.2 Scope of Work

A. The City of Peoria maintains a network of street and pavements. These pavements include streets, parking areas, sidewalks, handicap ramps, curbs, gutters, privacy and/or noise walls, trails, multi-use paths, and park pavements. Public improvements within the right of way also includes asphalt and concrete pavements, as well as drainage features, shoulders, guard rails, barriers, street lights, bus stops, benches, vaults, boxes, conduit, landscaping repairs and other features that must be maintained. This JOC will be focused on the maintenance, repair and construction of such work within the public right of way/easements.

B. The City has a network of traffic signals, however this statement of work does not focus on traffic signals. Although minor signal work may be required under this JOC, that work will be ancillary to the main pavement work.

C. Minor design services or post design services may be required for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City and included in the job order. For job orders that require design services, the contractor shall use Arizona Registered professionals to prepare and seal documents produced by the registrant. Any as-builts required to be completed as part of the post design services shall be in accordance with Chapter 12 of the City of Peoria Engineering Standards Manual (PESM).

D. Construction services also covered by the JOC may include Preconstruction Services, but are not limited to the following:
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with various utilities;

- Public meetings and notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls.

E. The successful contractors shall have experience, knowledge and ability to accomplish the following tasks. Construction services may include, but are not limited to; all labor and equipment to provide work for the tasks listed below include maintaining, repair and construction of existing features as well as new pavement and equipment as required.

1. Obtain all necessary permits required to complete the job order, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
2. Maintaining shoulders including grading, placement of surface treatment and sealing.
3. Working with the City to develop and implement solutions for remaining compliant with the PM10.
4. Repairing or installing guard rails, handrails and road side barriers.
5. Fence work including block, iron, steel, chain link, and other types.
6. Subgrade preparation including compacting native soil, placing and compacting ABC and grading.
7. Placing asphalt pavements including full depth sections, overlays, patches and repairs.
8. Pavement maintenance and rehabilitation; including but not limited to; crack and joint sealing, applying various types of seals, slurry, fog, chip, and other asphalt rejuvenation methods, milling, cutting and removing pavements both concrete and asphalt.
9. Coordinating with utility companies to replace, relocate, remove or install street light systems, traffic signal poles, mast arms, control equipment, traffic signal equipment, loop detectors and detection equipment.
10. Utility locating (potholing) underground utilities and obstructions.
11. Placing/relocating conduit and boxes and be able to place vaults, hand holes and pull boxes.
12. Removing and placing concrete pavements including curb and gutter, driveways, roadways, ramps, sidewalks, culverts, boxes, and hard-scape features, walls, abutments, retaining walls, brick pavers and landscape features.
13. Constructing ADA accessible features including: ramps, warning features, way-making features, and other improvements, to meet ADA requirements.
14. Drainage features including scuppers, gutters, valley gutters, drains, pipes, basins lined and unlined swales and channels, dry-wells, catch basins and culverts/headwalls.
15. Striping and signing including design of plans and specifications, providing and installing project signs, installing striping, symbols, raised pavement markers and signage.
16. Surface preparation and painting of equipment within the right of way.

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17. Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
18. Earthwork: site rough and finish grading.
19. Stamped, painted and thermoplastic decorative asphalt.
20. Bikeways, multi-use paths: concrete, asphalt, granite, natural materials.
21. Minor wet and/or dry utility installation, relocation and adjustments.
22. Minor landscaping, irrigation systems and controls.
23. Wall construction, repair, replacement and painting.
24. Repair/replacement of entry monuments, special signs, gabion baskets, etc.

2.3 Additional Requirements

Interested contractors must possess experience in the following areas:

Permit Management: The attainment of permits from any and all jurisdictions, which the project may require, including but not limited to the City of Peoria and Maricopa County.

Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project savings will be returned to the Owner at the end of the project.

Federal Compliance: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and submission of weekly certified payroll. The City of Peoria will notify the contractor if federal grants are utilized.

Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: the marking of as-built conditions on construction documents; assembly of an operations, maintenance, and warranty manual; turnover of certified payroll documentation (federal projects only); City, County, State, or Federal agency special close-out requirements; and maintenance personnel training (if applicable).

Depending on the scale of the projects under this JOC, experience in the following areas may also apply:

Professional Services: The contracting of professional design services from licensed Arizona professionals when the scope of the work requires basic construction documents to support the attainment of agency permits and/or for subcontractor bidding.

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Preconstruction Services: The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

2.4 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors, engineering professionals, and knowledge of JOC project delivery methods. The specific work associated with each job order shall be mutually agreed upon and issued by the City.

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the City will issue a Job Order, at which time the parties will execute an individual job order specifying the cost and completion schedule for that project. Although the City anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Engineering Standards Manual (PESM), Specifications and City of Peoria Supplemental to MAG Uniform Standard Details, and the construction documents (plans and specifications) associated with each Job Order.

SECTION 3 - STATEMENT OF QUALIFICATIONS

3.1 SOQ Format:

The JOC contractors will be selected through a qualifications-based selection process based on the evaluation criteria outlined herein. The contractors selected will be the contractors whose SOQ's are responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion.

Interested Contractors must submit a Statement of Qualifications (SOQ) that addresses the points as outlined. The SOQ should be assembled in the relative order as outlined below:

A. Method of Approach

1. Describe your Project methodology and approach, include at minimum the following items:
   - Establishing construction phasing with the goals of reducing construction costs, minimizing disruption to traffic and/or reducing overall construction duration of the project.

- Managing your subcontractors schedules, quality of work, site safety/housekeeping, monthly invoicing, and change order requests.
- Planning, scheduling, estimating and managing construction, dispute resolution and safety management and close-out process;
- Design review, cost and scope control, and value engineering;
- Development of design solutions;
- Establishing critical milestones, monitoring of progress, means to identify schedule slippage and methods to bring performance back in line with anticipated timelines;
- Identify efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process;
- Provide your Subcontractor Selection Plan and discuss the benefits that your subcontractor selection plan provides to the City;
- Intention of self-performance of each job order and indicate percentage of self-performance you intend to provide under this contract.

2. Describe your Project Management methodology and approach, include at minimum the following items:
   - Systems used for planning, scheduling, estimating and managing construction;
   - Design review, development and refinement, cost and scope control, value engineering and working with the design engineer and owner Project Manager protocol or process for quality control for construction;
   - Warrantees, warranty follow-up, repairs, and obtaining customer satisfaction;
   - Directly addressing all public concerns associated with the construction and demonstrate approach to minimizing disruptions.

3. Describe your GMP methodology and approach (do not include pricing or rates as part of the proposal), include at minimum the following items:
   - Develop and deliver a GMP;
   - Obtaining competitive pricing from subcontractors for various items of work;
   - Establishing Traffic Control costs included in the GMP;
   - Process for establishing and using JOC contingencies and method for cost control, include method for identifying savings to City if cost is under GMP established amount and include estimated turnaround time;
   - Establishing General Conditions expenses.

B. Experience & Qualifications of the Contractor

1. Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member. Include information for any specific subcontractor to be utilized for all work of a certain type.

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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2. List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.

3. Provide project information where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

4. Provide a list of (3) references from current clients or clients whom you have performed work within the past five (5) years.

C. Qualifications & Experience of Key Personnel

1. Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

2. Provide project information for key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work.

3. Discuss key personnel and their perspective and experience on partnering, quality control, project scheduling, claims, dispute resolution, changes in the Scope of Work, construction safety, value engineering, balancing workloads, and ways to reduce costs to the Owner.

4. Provide an organizational chart representing the proposed key JOC personnel.

SECTION 4 - SUBMITTAL REQUIREMENTS

4.1 Submittal Information

A. SOQs shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. SOQ's shall be on 8 ½ x 11" and are limited to no more than twelve (12) pages and must include the following:

- Include a 1-page cover letter prepared on the company's letterhead, with the name and contact information of the firm's lead person for the SOQ, and signed by an individual authorized to sign on behalf of the company. The 1-page cover letter will NOT count toward the maximum number of pages.

- The company's responses to the SOQ criteria in Section 3 – Statement of Qualifications in order A-C and titled as listed.

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- Adherence to the maximum page criterion is critical and each page with criteria information will be counted. Pages that have project photos, charges, and graphs will count toward the maximum number of pages.

C. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

4.2 Appendix

Appendix shall contain the following and will not count against the total page count:

- Scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on the same page.
- Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.
- Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.
- Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.

SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

5.1 Evaluation Process

A Selection Panel will evaluate each Statement of Qualifications (SOQ) according to the evaluation criteria in order to determine a shortlist of five (5) contractors for the interview phase of the selection process.

5.2 Evaluation Criteria

A. Statement of Qualifications

1. Method of Approach	500 points
2. Experience & Qualifications of the Contractor	250 points
3. Qualifications & Experience of Key Personnel	250 points

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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B. Interviews

1. Presentation	500 points
2. Response to Questions	500 points

The shortlisted contractors will be invited to participate in interviews. The interview criteria alone will be used in determining order on a final list.

At the conclusion of the selection process, each of the rated elements for each contractor will be evaluated to determine the best qualified contractors.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

5.3 Critical Dates

The following schedule has been prepared for this selection process:

Submittals Due	October 25, 2021
Notification of Interviews	November 18, 2021
Interviews (shortlist only)	December 6, 2021
Contractor Notification	December 9, 2021

Until the award and execution of the JOC contract, the City will only release the name of each company placed on the final list. All other information received by the City in response to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The proposals of the selected offeror(s) will be open to the public inspection after the Contract(s) are awarded and the City has executed the contract(s) with the selected offeror(s).

SECTION 6 – GENERAL INFORMATION

6.1 General Information

- Instructions: The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- Contact: Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 6.2 below, and may be grounds for disqualification.
- Costs: The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the

Materials Management
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9875 N. 85th Ave., 2nd Fl.
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project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.

- Material: All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- Compliance: The selected contractor will be required to comply with the "Legal Arizona Workers Act."
- Federal Funds: The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.
- Protest Policy & Procedures: The City of Peoria Protest Policy and Procedures are contained within the City of Peoria Procurement Code, Chapter 26 - Administration, Section 26-121 which is available online at https://www.peoriaaz.gov/government/city-law/city-code. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at https://www.peoriaaz.gov/procurement.

6.2 Questions

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Terry Andersen, Contract Officer
Phone: (623) 773-7981
Email: Teresa.Andersen@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

Contact with City staff, other than the designated contact person indicated in the SOQ, regarding this solicitation is strictly prohibited during the proposal process.

CITYWIDE CIVIL/SITE WORK
JOB ORDER CONTRACTING

STATEMENT OF QUALIFICATIONS

SOLICITATION NUMBER: P22-0020

OCTOBER 25, 2021

DBA Construction, Inc.

DBA Construction, Inc.

October 25, 2021

City of Peoria
Terry Andersen, Contract Officer
Teresa.Andersen@peoriaaz.gov

Reference: **Statement of Qualifications for Job Order Contract for Citywide Civil / Site Work**
Solicitation No. P22-0020

Dear Ms. Andersen and Members of the Selection Panel:

DBA Construction, Inc. (DBA) has held a Job Order Contracting (JOC) with the City of Peoria (the City) since March 2011. DBA has completed 342 job orders in total throughout all of our JOC contracts in the last five years, including 114 for the City of Peoria.

Our team understands Peoria's needs, concerns, rules, and communication structure. When it comes to JOC, DBA has no limits. We have completed every size project from minor tripping hazards at City parks to complex intersection improvements requiring design services. Our proposed key personnel are experienced in JOC work and have all worked together on previous JOC contracts.

Our ability to self-perform much of the work required in this JOC provides the City with cost and schedule certainty. While it is not always practical to self-perform all work items, having the ability to do so provides an added layer of protection. It enables our estimating staff to confirm that the City receives fair subcontractor pricing. We have ongoing experience working in secure areas, and all of our employees must pass a pre-employment seven-year background check.

DBA has recent qualifications-based experience in the state and was recognized for our project management, innovation, environmental stewardship, and safety. What sets us apart from our competitors is our willingness and reputation for going above and beyond expectations. We value our client relationships. For that reason, we work on every project to prove we are worthy of the next. Give us a challenge, and we will rise to the occasion with economical solutions leading to the best value and a continued partnership with the City. We challenge ourselves to find a way to say "yes" and resolve challenges without change orders. For this reason, DBA has a 99% client retention rate.

We are proud of our partnering approach. Since our inception in 1996, we have had no claims, litigation, or arbitration, and we maintain excellent relationships with our subcontractors and suppliers. We strive to uphold our reputation of being honest, fair, and reliable. Simply put, we treat people the way we want to be treated. As DBA's founder, I can personally attest to instilling this philosophy into each of our employees.

Our proposal submission main point of contact is provided below. We look forward to the opportunity to interview to discuss our qualifications further.

Sincerely,

DBA Construction, Inc.

Tom Drysdale
DBA Construction, Inc.
President

PROPOSAL SUBMISSION POINT OF CONTACT

DBA Construction, Inc.

TOM DRYSDALE
President

MOBILE (602) 708-2899
EMAIL tomdrysdale@dbaconstruction.net

DBA CONSTRUCTION, INC.
P.O. Box 63035 | Phoenix, Arizona 85082-0305

A. Method of Approach

1. PROJECT APPROACH

CONSTRUCTION PHASING

Establishing construction phasing with the goals of reducing construction costs, minimizing disruption to traffic and/or reducing overall construction duration of the project

Establishing construction phasing: Before preconstruction services, DBA project management will meet with the City to discuss and focus on what's most important – the project's success and customer service. Preconstruction meetings to discuss the scope and current design levels and input from stakeholders and field crews will reveal areas for improvement to gain project value. Once contacted for each task order, DBA will hold an initial scoping session to establish the project elements, understand the level of service, discuss phasing options and provide innovation strategies. This meeting will also produce the project's overall schedule and other documentation identifying lines of authority, communication, and issues/challenges. The team will attend weekly preconstruction meetings to eliminate miscommunication, continually improving the efficiency of the issue resolution process. Reducing construction costs, minimizing disruptions, and reducing the overall construction duration of the project is always at the forefront of our planning and philosophy, as addressed in further detail below.

Managing Costs: Being proactive in preconstruction is the best course of action to address contract modifications. Scope definition and the team's project understanding will be essential. Our goal is to define the project scope to minimize project uncertainties resulting in no contract modifications. DBA offers an entirely open-book process where City personnel can review detailed costs associated with developing the final price. Our preconstruction plan and the open-book strategy minimize the need for contract modifications. As the team moves through preconstruction and into the construction phase, the price proposal development will evolve to include innovative processes or concepts to improve the project's schedule and budget.

Reducing overall construction duration: Our team will thoroughly review any documentation available to us on every project. Additionally, DBA staff will attend a scoping session before the preparation of our fee proposal to get a thorough understanding of the project's limits, the scope of work, the desired schedule, and the project's overall budget. Once the comprehensive review is completed, we will prepare a final cost and schedule-saving ideas.

DBA recognizes that every project has the potential for cost or schedule savings if all parties participate in all communications to form an agreement. The following are examples of how DBA reduces overall construction duration:

1. DBA crews can begin construction before 100% project plans are released.
2. Potholing the length of the project during preconstruction will help eliminate potential utility conflicts during construction.
3. The millings from the existing asphalt roadways could be recycled and used in the mixture for the new roadway base materials. This aspect can save time and money and also provide some environmental benefits.
4. Some projects can be built in two phases, allowing open access to regular traffic and pedestrians.
5. Hydroseeding the areas disturbed during construction when complete will provide a more aesthetic look to the project and eliminate a scarred appearance.
6. Suggestions for alternate phasing of construction or alternative materials or construction methods can also be beneficial, depending on the project scope and schedule.

Minimizing Disruption to Traffic: DBA has recommended and provided night/weekend work times with the approval of our customers if we feel it would help shorten the schedule and help minimize the disruption to traffic. The following are examples of how we provide application to minimizing traffic disruptions:

Disruptive Utility Conflicts: As with any project involving deep underground work, the exact location of known underground facilities is imperative. If underground conflicts are not eliminated in the preconstruction phase, there will be a potential for schedule delays, cost impacts due to underground utility incompatibilities, and possible redesigns while construction is in progress.

Solution: The key to eliminating potentially disruptive utility conflicts is to address the underground utilities in the preconstruction phase. The DBA team will do the following to eliminate utility conflicts:

- Soft dig (vacuum excavate) pothole all known utilities, even those listed as abandoned, to verify the horizontal and vertical location. The location will be documented by GPS, and the information given to all stakeholders and crews involved in the excavation.
- Utilize Ground Penetrating Radar to scan the work area to locate underground objects that may not be listed on the utility company as-built plans. Finding and locating all underground utilities before the design phase is complete will allow the design team to make all necessary adjustments before construction starts, eliminating project disruptions and design changes.

Pedestrian Disruptions: Peoria experiences a large volume of pedestrian commuters. These commuters will encounter areas

Stakeholder Outreach

DBA was proactive during the preconstruction phase in our current JOC with the City of Peoria with outreach to businesses, residents, and fire stations. This early communication notified stakeholders of potential disruptions. It allowed us to receive their input on the best method to complete the project relating to duration and disturbance to their daily activities accommodating all parties.

that are under construction, and it is inherent that DBA provide safe, ADA-compliant access through or around these areas.

Solution: To minimize confusion to pedestrian commuters and ensure safe routes through construction zones, DBA will utilize signage (bilingual if needed) and parade-type barricades as required or requested. The use of concrete barriers and fencing may be necessary when excavations in the roadway must be protected. Additionally, DBA has assisted the City, adhering to ADA requirements, such as escorting pedestrians using a dedicated DBA laborer.

SUBCONTRACTOR MANAGEMENT

Managing your subcontractors schedules, quality of work, site safety/housekeeping, monthly invoicing, and change order requests

DBA has a reputation amongst local subcontractors and suppliers for conducting business ethically and fairly. It is for this reason that we can attract the highest quality partners for our clients. Our company's core values are all about treating other people as we want ourselves to be treated. Ultimately, our goal is to protect the project in terms of quality, safety, and value, including hiring qualified vendors and subcontractors. DBA will select subcontractors and suppliers for this JOC based on qualifications and price, not price alone. Our JOC experience includes a plan for the management of subcontractors. This plan is an essential element in the success of every project relative to schedule and budget maintenance. We take the following approach for the management of subcontractors once a subcontractor is selected:

1. Before any work starts, clear and realistic expectations are set.
2. DBA will work with the subcontractor to develop a schedule that fits the overall project schedule.
3. Frequent meetings will take place to discuss target dates and project goals.
4. Frequent check-ins with subcontractors are in place to monitor progress and ensure the project is on track according to schedule, allowing for early identification and correction of any discrepancies before they turn into more significant issues.
5. We expect our subcontractors to follow the same protocol DBA has in place for safety and housekeeping on the job site. We treat our subcontractors as an extension of our company.
6. All invoices are tracked monthly. DBA has a reputable record for paying subcontractors immediately after receipt of payment from our clients. We don't believe in making our business partners wait for payment. This act of respect and trust is something we incorporate at every turn in our business dealings with clients, subcontractors, suppliers, and employees.
7. All change order requests are funneled through Project Manager Bob Maurer and reviewed to ensure invoice accuracy with field quantities. Bob will ensure change order requests and all associated invoices are received and submitted to the client promptly.

PROCESSES

Planning, scheduling, estimating and managing construction, dispute resolution and safety management and close-out process

Planning: DBA utilizes Microsoft Project software to plan, phase, monitor, and control project work. DBA uses the Critical Path Method (CPM) to eliminate project delays caused by long lead items, material shortages, and other potential scenarios.

Before work begins on any job order, Project Manager Bob Maurer will meet with the City to perform a site visit walkthrough. During this time, the project scope, limitations, right-of-way issues, utilities, stakeholder concerns, permitting, etc., are discussed in the field while we inspect the project and its existing conditions.

The benefits of using this process are:

- Developing innovative cost-saving solutions for specialty items of work
- Providing input on the construction schedule for work items and, more importantly, identification of long lead time and critical material items
- Developing a better understanding of project quality and schedule requirements
- Pricing of options including daily removals/set traffic control; temporary law enforcement; potholing
- Establishing relationships among team members
- Establishing overall project goals and objectives

Scheduling: DBA utilizes Microsoft Project software that sorts by phase and type of work. This software identifies the critical activities, helps us plan for the resources needed, and identifies critical submittals and materials required well before the work. The project schedule will also include preconstruction phase services to ensure we focus on and prioritize the essential items leading up to construction. The project schedule is organized by phase, both for preconstruction and construction items. DBA utilizes a scheduling system whereby the project schedule is developed with the end of the project in mind. This system requires supervisors from DBA and our key subcontractors to provide their input and commitment to the final schedule.

Planning sessions are held to refine and expand on the detail in the as-planned project schedule. These sessions require superintendents, foremen, and stakeholders to brainstorm and create detailed activities and resource requirements that support the as-planned schedule. Two-week look-ahead schedules are reviewed and updated every week. Superintendents and foremen from all parties must submit their Weekly Work Plan (WWP) for the following week at weekly scheduled planning meetings. A production plan in which quantity goals and weekly workforce requirements are established consistent with meeting the overall

project schedule goals. Monitoring and evaluations cover future activities, and completed activities are also evaluated from a lessons-learned perspective. This monitoring helps to measure and record team members' ability to meet the committed objectives and improve future planning activities.

Estimating: Upon the City's request, our estimates and those of our subcontractors will be available for a thorough inspection, typical of the open-book method primarily used in alternative delivery methods. Since the team has been working in and around the Phoenix metropolitan area for 25 years, we have established and maintained historical data used for cost parameters that are constantly updated.

Managing Construction: DBA is experienced and proficient with project management software, including HeavyJob and Microsoft Project **(see more details on page 4)**. Project Manager Bob Mauer will be responsible for maintaining all reports provided to the City to keep them informed of each task order's status, including a job status update, budget tracking, daily diaries, contractor daily reports, etc.

Dispute Resolution: DBA believes in open communication combined with respect for others' opinions. Confirming the decision-making level and agreeing to a time limit for solutions at the lowest levels of the City's management team will help facilitate swift resolutions. DBA will maintain communications with all affected parties, discuss options for moving forward, and make every effort to turn a potential dispute into an innovative solution.

Safety Management: DBA's low Experience Modification Rating (EMR) of 0.80 proves our strong commitment to working safely and providing employees with ongoing safety training. DBA's full-time safety manager oversees the monitoring, instructing, and reporting on all issues related to safety. Our safety management includes a strict, companywide COVID policy that is enforced and monitored by DBA management.

Safe and environmentally clean work sites for employees, stakeholders, residents, business owners, and the traveling public is our Number One priority. Safety standards are the same for all projects and are accomplished by using a Job Hazard Analysis (JHA), regular weekly safety hazard meetings, and daily toolbox meetings with crews to make them aware of any potentially hazardous areas or conditions so they can eliminate the risk.

Proper safety practices are employed on every job, developed over years of construction experience through lessons learned, and include a well-established accident prevention program. DBA's corporate safety program is updated annually and reviewed with all employees regularly. The program is overseen by DBA Safety Manager Frank Riccobono, who reports directly to DBA President Tom Drysdale. New employees complete a safety orientation training class before they enter a job site. To encourage and incentivize safe practices, employees are given annual bonuses for safe work and are recognized among their peers.

DBA requires a drug-free and safe work environment, and each employee is subject to the following pre-employment screening and training protocols:

- Job Hazard Analysis
- E-Verify
- Two-Minute Drills
- OSHA Competent Person
- MSHA Part 46
- CPR and First Aid Training
- New Employee Mentoring
- Background Checks
- Pre-employment and Random Drug and Alcohol Testing
- New-Hire Orientation
- Continuous Training
- Human Performance Tool

Closeout Process: After the project, Project Manager Bob Maurer will do a final walk-through and review the project with City's project manager to ensure the work order was completed to 100% satisfaction. Bob will take ownership of any areas requiring resolution working with the City to develop a resolution plan.

DESIGN REVIEW, SOLUTIONS, AND COST CONTROL

Design review, cost and scope control, value engineering, and design solutions

Design Review and Solutions: DBA performs the following tasks for design review of work orders:

- Identify potential conflicts (utilities, property, access)
- Discuss project schedule/budget
- Identify site specific challenges (schools, churches, historic neighborhoods)
- Identify Level of Service (LOS) of arterial, collector, and local streets
- Document preconstruction site conditions with photos
- Identify project goals
- Discuss potential value-added ideas
- Review constructability
- Confirm standard location details
- Verify quantities

See **Figure A-1 on Page 6** for examples of DBA's value engineering and design input results.

Cost and scope control are a direct result of project pre-planning in the design and preconstruction phases. Locking in prices for materials early in the process helps with costs. Pre-planning, pre-ordering, and preparing allows the DBA team to monitor work and maintain budgets. Schedules are monitored and updated daily using schedule tracking software. Working efficiently in the field is the best way to maintain the schedule. Our JOC processes and equipment have been adapted to provide the highest efficiency rate available.

Labor Shortage

DBA currently has adequate resources and laborers available to meet the needs of our current and potential job task orders. We are proud of our loyal workforce, and have not had to decline any task orders due to insufficient labor.

CRITICAL MILESTONES

Establishing critical milestones, progress monitoring, means to identify schedule slippage and methods to bring performance back in line

After our initial project scoping session with all team members to verify current conditions in the field, there may be situations where the project's scope could create scheduling issues that must be considered during preconstruction and construction. With guidance from the City of Peoria, DBA will consider all factors and develop a detailed phasing plan and schedule that will accommodate any expectations. Preparing a realistic and accurate schedule that identifies all anticipated delays (i.e., weather, red flags, staffing, hold points, etc.) will differ between success and failure. We will also provide early communication with any City staff at various locations where particular events may be planned at or near the site.

Our typical work schedule process includes:

- A detailed work plan (phasing plan) that lists activities with durations, as well as quantities of work items performed
- Daily monitoring of the schedule
- Weekly updates to recognize early if any schedule slippage is imminent for any reason
- A plan to adjust with the slippage early so that problems at the most minor possible level, limiting the impact to the overall schedule

An essential factor in maintaining the approved schedule will be submitting and supporting all materials in advance. Also, all subcontractors will be briefed on the importance of the schedule. DBA project management will ensure that our subcontractors and suppliers have the necessary resources to complete the project on time. Long-lead items will need to be pre-ordered to ensure timely delivery. DBA will hold weekly scheduling meetings to obtain decision-makers' availability throughout the project's process. We also hold subcontractors accountable for commitments made, and the schedule is constantly updated throughout the project. Microsoft Project software is a tool we use to maintain document control and schedule monitoring. Project Manager Bob Maurer has oversight responsibilities for this software management and will ensure that the schedule is updated daily.

MEETING BUDGET AND SCHEDULE

Identify efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process

Flexibility and collaboration are the keys to success, particularly in a JOC. DBA is well adapted to the fluid nature of a JOC task order and can make field adjustments should the City request additional scope. DBA is experienced in preparing cost models for scope changes to see the cost impacts to budgeted amounts and limiting scope creep. We do this through a series of "Innovation Exchange" meetings where key team members discuss possible options for construction means and methods that provide flexibility where client-driven scope additions are concerned. This effort takes place early in the project's process in conjunction with pricing negotiation.

Managing Supply Chain Concerns

DBA is continually finding ways to adapt to supply chain disruptions. Identifying long lead times early and maintaining relationships with multiple suppliers can ensure that a project is not impacted by supply wait times.

SUBCONTRACTOR SELECTION PLAN

Provide your Subcontractor Selection Plan and discuss the benefits that your subcontractor selection plan provides to the City

DBA will select subcontractors and suppliers for this JOC through a contract-specific prequalification based on the vital criteria outlined below. Our experience serving as a Job Order Contractor has provided us with first-hand knowledge of ARS Title 34-603 and its regulations, including hiring subcontractors based on qualifications and price, or qualifications alone, but not exclusively on pricing.

Before executing any subcontractor or supplier contract, DBA will communicate with the City to ensure their unique history and preferences align with the subcontractor selection. Each job order is distinctive in its scope and complexity. Once a job order is awarded to DBA, Project Manager Bob Maurer will review the project's scope with the City. Collectively, they will determine if the project would be best served with a subcontractor based on qualifications alone. DBA also embraces the commitment to include a pool of qualified DBE prospects by encouraging bid solicitation and DBE outreach activities.

DBA's Main Prequalification Criteria:

- Legal name and business structure (corporation, partnership, sole proprietorship, etc.), contact information, responsible party(ies)
- State contractor licenses held and status of all licenses (current, suspended, revoked)
- Division of work/trades performed, supplies
- Minority or Small Business status (SBE, WBE, etc.)
- Current financial status
- Insurability and bondability
- References (from past clients and vendors)
- Safety record (EMOD for last 3 years)
- Current and pending workload
- History of claims, litigation/arbitration

Subcontracting Opportunities

- **Fencing**
- **Surveying**
- **Signalization**
- **Materials Testing**
- **Electrical**
- **Traffic Control**
- **Landscaping**
- **Striping**
- **Irrigation**
- **Signage**
- **Sewer Lines**
- **Water Lines**
- **Paving**

Having operated a heavy civil construction company in the Phoenix area for nearly 25 years, DBA has developed long-standing relationships with quality subcontractors and suppliers across the State of Arizona. We have a reputation amongst local subcontractors and suppliers for conducting business ethically and fairly. As a result, we can attract the highest quality partners for our clients. For this contract, DBA will self-perform the majority of the work identified in the contract scope.

SELF-PERFORMANCE

Intention of self-performance of each job order and indicate percentage of self-performance you intend to provide under this contract

DBA intends to self-perform no less than the required 50% minimum of the work associated with this contract. Our expertise provides public and private sector clients with outstanding project management services, and we average over 85% self-performance on our work. Although we can often self-perform, we maintain strong local subcontractor partnerships that can assist in specialty areas when required for task orders. Our ability to manage multiple task orders in various locations simultaneously and self-perform most of the work is a direct cost savings benefit for the City of Peoria.

DBA intends to self-perform the following tasks:

- ✔ Obtaining necessary permits
- ✔ Maintaining dust control
- ✔ Maintaining shoulders
- ✔ Guardrail, Handrail and rode side barriers
- ✔ Subgrade preparation
- ✔ Pavement maintenance
- ✔ Coordinating with utility companies
- ✔ Potholing & utility locating
- ✔ Placing/relocating conduit and boxes
- ✔ Removing and placing concrete pavements (curb and gutter, driveways, roadways, ramps, sidewalks)
- ✔ Hardscaping
- ✔ Drainage features
- ✔ Structural concrete (culverts and headwalls)
- ✔ Constructing ADA accessible features
- ✔ Surface preparation
- ✔ Earthwork
- ✔ Bikeways/multi-use pathways
- ✔ Wet & Dry utility relocations and adjustments
- ✔ Minor landscaping and irrigation
- ✔ Wall construction repair, replacement and painting
- ✔ Placing asphalt pavements

Balancing Self-Performance in the City of Avondale

DBA repaired the failing asphalt at a 99th Ave. and Roosevelt turn lane, which receives a high volume of truck traffic. To meet the goal of completing the work within a 36-hour window, DBA used a combination of self-performance and subcontractor partners.

2. PROJECT MANAGEMENT METHODOLOGY AND APPROACH

SYSTEMS USED

Systems used for planning, scheduling, estimating and managing construction

Planning: Software that we use in our office for minor designs is AutoCAD and AGTEK for earthwork. In most cases, a job order will already be designed. If site conditions require minor design or field-fit services, DBA has the experience and can provide that service.

Scheduling: Microsoft Project software is a tool we use to maintain and monitor the schedule. Our JOC Project Manager Bob Mauer will oversee the management of this software and ensure that it is updated weekly so that all affected parties can access the schedule and receive up-to-date reports in real-time.

Estimating: The following software packages are routinely used for various elements of project estimating:

- HCSS Heavy Job (Cost Estimating and Management)
- Computerease (Project Tracking and Accounting)
- AGTEK (Quantity Takeoffs)
- AutoCAD Civil 3D (Engineering/Design)
- PlanSwift (Quantity Takeoffs and Site Modeling)
- Trimble Business Center (Modeling)

Managing: DBA is experienced and proficient with project management software, including HeavyJob and Microsoft Project. This construction management software allows tracking contract drawings, subcontractor bid packages, subcontractor bid analysis, cost reports, billings, budgets, submittals, drawings, meeting minutes, reports, inspections, and transmittals. This management software also connects with our estimating and accounting software.

DESIGN INVOLVEMENT

Design review, Development and refinement, cost and scope control, value engineering and working with the design engineer and owner Project Manager protocol or process for quality control for construction

Design review, development, and refinement: In most cases, a job order will already be designed; however, if some design is required, Project manager Bob Maurer will coordinate with the City's Development and Engineering Department to select a designer to assist in making adjustments or work directly with the City's design staff. We do not intend to make drastic changes to an already acceptably designed project but to utilize our construction expertise to better the project by increasing innovative thought.

Cost and scope control: Flexibility is the key to success, particularly in a Job Order Contract, which is why it is one of DBA's founding principles. DBA is well adapted to the fluid nature of a construction project and can make on-the-spot adjustments should the City decide to add or change the project scope of work. We have been able to incorporate many of these changes on past projects without affecting the overall cost or schedule.

Value engineering and working with the design engineer: In part, DBA has built its reputation for fairness in business dealings on our commitment to deliver enhanced value to our clients on every project we undertake. The following table highlights recent examples of our team providing value engineering in preconstruction and constructability input to maximize the JOC outcome.

FIGURE A-1 Examples of DBA's Enhanced Preconstruction Value

JOC Project /Client	Constructability Review/Value-Added
JOC McCormick-Stillman Railroad Park Improvements CITY OF SCOTTSDALE	DBA worked with the designer to design a structural fill containing the rubbled and crushed concrete from the reservoir floor to avoid the costly and time-consuming demolition and underground concrete water reservoir removal. DBA also helped minimize trucking to and from the site and import additional fill materials.
JOC Shea Blvd Landscaping CITY OF SCOTTSDALE	Opened traffic along the inside lane much faster by using a decomposed granite shooter device to spray large volumes of granite along Shea Blvd. rather than using labor-intensive crews with wheelbarrows and shovels.
JOC Westbrook Village Channel Clearing CITY OF PEORIA	Minimized handwork by using a very small mini-excavator (CAT 302) and material handler.
JOC Lum Wash Lift Station CITY OF GOODYEAR	Resolved structural problems by removing gates from masonry walls and connecting them to steel posts.
JOC Bus Shelter Footings CITY OF TOLLESON	Dug footings by hand, mixed bagged concrete in small mixer onsite
JOC Terramar Box Culvert Cleanout CITY OF PEORIA	Eliminated need for confined space equipment through the use of remote-controlled Skid-steer to remove debris.
JOC Water Treatment Plant Repairs CITY OF SURPRISE	Optimized the schedule with improved phasing and eliminating short-haul fees due to onsite concrete paving vs. asphalt paving.
JOC Cactus/Dysart Intersection CITY OF EL MIRAGE	Achieved early completion and cost savings by eliminating much of the traffic control devices using a 24-hr closure instead of completing the project in quarters.

The City of Peoria will benefit from our key staff's early involvement in the scoping process and establishing clear communication on project expectations.

Construction quality control: To meet the requirements of the specifications, DBA has a Total Quality Management (TQM) Program that ensures the quality of the project. Our TQM Program addresses the following management issues:

- Obtain a clear understanding of City expectations and project specifications
- Quality control and workmanship planning
- Submittal of standard mix designs and material data
- Quality control testing procedures, frequencies, and responsibilities
- Pre-activity meetings
- Coordination with quality control and assurance testing requirements
- Timely document control and management
- Monitor construction methods and verify materials ordered and delivered
- Furnish 3-week look-ahead schedules to help coordinate City inspections

WARRANTY AND CUSTOMER SATISFACTION

Warranties, warranty follow-up, repairs, and obtaining customer satisfaction

Project Manager Bob Maurer will complete a final acceptance walk-through with the City of Peoria's project manager to ensure the job was completed to 100% satisfaction. If there are any concerns, Bob will develop a plan to remedy the issues efficiently. Most important to DBA is our relationships with our clients, which directly results from our approach to quality construction. Warranties aside, DBA crews and project managers do not take anything for granted. We leave our jobs complete to the client's satisfaction, following specifications and City codes, and cleaner than when we arrived. Our goal is to execute a final walk-through with zero punch list items. On infrequent occasions, we redo work without being asked by the client because we recognize minor quality issues that are not up to our standards, and we demand the same from our subcontractors. Less than perfect is not acceptable. Relative to implied warranties, DBA typically will warranty our work for 12 months unless required, per contract, for a more extended period.

ADDRESSING PUBLIC CONCERNS

Directly addressing all public concerns associated with the construction and demonstrate approach to minimizing disruptions

Before starting any job, our team will review all project components and identify public issues, concerns, challenges, and safety. We will then develop a plan that is best suited to address these concerns while minimizing disruptions, including night-shift work or precise scheduling/phasing when appropriate. Examples of how we manage public concerns include:

Business access/public outreach

- Minimize the number of construction phases and traffic switches to eliminate driver and pedestrian confusion
- Distribute notices as appropriate to outline any traffic switches or impending changes

- Conduct one-on-one meetings with businesses as needed to address specific concerns
- Provide temporary parking areas for bikes and vehicles
- Construct driveways in phases to maintain continuous business access
- Minimize any driveway downtime with the use of high-early strength concrete for time-sensitive pours

Public perception
Working with the City's communication staff, we will provide our phasing/construction plan to local businesses, residents, and POE before construction begins. Early addressing of public concerns can eliminate most issues.

Pedestrian access to public areas
Access will be maintained throughout each project using protective barriers and walkways to ensure a safe passageway. Any signage required will be posted (both English and Spanish if applicable), and temporary lighting will be provided as needed.

Construction activity impact on adjacent facilities
To help assess any impact to adjacent facilities due to construction activities, DBA will record and photograph the entire worksite and surrounding building structures. Copies of this information will be given to the City of Peoria and retained by DBA for any required future analysis.

Traffic Flow Impact
If construction activities during the project can harm traffic flows, temporary traffic signals will be installed to control traffic patterns to mitigate the impact. Additionally, the existing signal timing will be modified to enhance the traffic flow.

3. GMP METHOD AND APPROACH

GMP DEVELOPMENT AND DELIVERY

Develop and deliver a GMP

DBA's extensive JOC experience has allowed us to develop and hone the following proven GMP ten-step process:

1. **Meet with the City** to develop scope of work and determine availability of plans.
2. **Perform a site visit** to determine stakeholders (utilities, conflicts, environmental and or residential impacts, public outreach).
3. **Create a work plan**, phasing plans, and schedule
4. **Determine quantities** through quantity takeoffs and a quantity survey.
5. **Perform material supplier and pre-qualified subcontractor outreach.** Confirm material lead times and availability. DBA embraces the commitment to include DBE Subcontractors on solicitations, although it is often times not contractually required.
6. **Develop construction cost model reports** using our robust estimating software, HCSS HeavyBid. During the cost model process, we will determine the preferred process for carrying owner-controlled contingencies.
7. **Perform a DBA in-house cost model review** with project team
8. **Deliver a GMP proposal package** complete with a schedule and subcontractor/supplier quotes for the City's review and comments.
9. **Make any modifications** after the City's cost model review necessary.
10. **Deliver a final deliverable cost model /GMP.**

COMPETITIVE SUBCONTRACTOR PRICING

Obtaining competitive pricing from subcontractors for various items of work

The City relies on its JOC contractors to provide cost-effective, quality, and safe construction services with the same quality and safety from our subcontractors and suppliers. Though we are a self-performing company, some of this contract's scope of work will require the assistance of pre-qualified subcontractors that can provide high-quality work at competitive prices. DBA's database of subcontractors includes firms experienced in providing competitive pricing for traditional low-bid contracts. Their ability to win work in the low-bid sector translates to pricing that is reasonable within the market. Because DBA can self-perform most of the work on this JOC, we can compare subcontractor pricing to our estimates, providing an added layer of cost certainty. Additionally, we will obtain a minimum of three quotes to ensure competitive pricing and determine the City's best value.

TRAFFIC CONTROL COSTS IN THE GMP

Establishing traffic control costs included in the GMP

During the scoping review and site visit, we will discuss traffic control, and the DBA team will determine an action plan for review with Peoria's personnel. This initial outline provides a clear vision for Peoria's traffic group to understand how traffic will be maintained through the work zone. We will coordinate with the City of Peoria's traffic group to review the traffic control plan, making revisions as needed. DBE will then provide these completed plans to our industry traffic control partners. Developing and refining the traffic control plans ensures that we receive accurate pricing within our GMP.

Improved Access in City of Glendale
DBA improved access and stand-by facilities for the ADA community at bus stops throughout Glendale at ten different high-traffic locations.

CONTINGENCIES & COST CONTROL

Process for establishing and using JOC contingencies and method for cost control, include method for identifying savings to City if cost is under GMP established amount and include estimated turnaround time

DBA reviews tasks and job orders very thoroughly to avoid any scope change. Communication with the owner during the GMP process is essential. In the past five years, DBA has never come back asking for a contractor initiator change order. We will identify the City's expectations for the GMP turnaround times to ensure our efforts align with the City's schedule.

We add the owner-controlled contingencies to all proposals upon owner request to ensure clarity. DBA will provide a unit price, and if allowance items or contingencies are not used, those costs will be turned back to the City of Peoria.

DBA will present the City with any value engineering or cost savings ideas during the job order scoping sessions for discussion and review.

DBA has a complete estimating staff able to accommodate quick turnaround times, many times within one day, or up to one week, depending on the task order size. Our key staff forecast projects and maintain up-to-date costs using our HCSS HeavyJob software.

GENERAL CONDITIONS

Establishing General Conditions expenses

General conditions costs are typically considered direct project overhead costs. They include costs incurred at the job site for supervision and administration of the overall contract but are not ascribable to any particular onsite construction activity. The methodology to establish the General Conditions expenses would be:

1. Analyze the size and complexity of the project or task order, including the duration of the work, the amount of DBA self-performed work, and the amount of subcontracted work that requires oversight and supervision.

2. Identify the fixed versus time variable general condition items.

3. Calculate the cost of the supervision and required job support resources, such as superintendent expenses, site water, sanitary facilities, safety costs, and any other incidental items that are not directly attributable to any particular work item.

4. Once the general conditions costs have been calculated, they are distributed proportionally over the existing proposal items based on a dollar basis. In some cases, a proposal item is allowed that covers the costs of the general conditions, and costs would not be built into each bid item.

B. Experience and Qualifications of the Contractor

1. GENERAL DESCRIPTION

Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member

Job order contracting requires flexibility, a broad range of expertise, and the ability to develop solid and team-oriented goals to ensure the successful completion of any project. Understanding the JOC process and establishing owner/contractor trust is critical to fostering long-term client/contractor relationships.

DBA is proud to have been a JOC contract holder for Peoria on this same contract for the last ten years. We understand the City's needs and have constructed projects throughout the City for streets, parks, trails, bike paths, multi-use paths.

DBA is an Arizona "S" Corporation established in 1996. We have 105 construction professionals in all areas of heavy civil construction. DBA owns a large fleet of heavy equipment and maintains our equipment in-house with DBA mechanics and shop personnel.

DBA's diverse JOC background with a wide range of clients and service types offers a complete understanding of the specifications and requirements of regulatory agencies on a federal, state, and municipality level.

DBA's JOC Services

- **Citywide Civil / Sitework** City of Scottsdale
- **Citywide Landscaping** City of Scottsdale
- **Citywide Civil / Sitework** City of Peoria
- **Bridge Repair and Guardrail Projects** City of Peoria
- **Concrete Services** MCDOT
- **ADA Modernization Services** MCDOT
- **Bridge Deck Overlay and Sealing** MCDOT
- **Civil Construction Services** Pinal County
- **Minor Street Improvements and Repair** City of Chandler
- **Asphalt, Concrete and Grading Projects** City of El Mirage
- **Concrete and Asphalt Maintenance** City of Goodyear

2. LICENSES

List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor

DBA holds an Arizona ROC 125006-A General Engineering License (see copy of this license in the appendix).

3. SIMILAR SERVICES PROVIDED

Provide project information where the Contractor provided similar construction services

Figure B-1 below cross-references the Cty's required scope of services for this JOC with our recently completed Peoria projects.

FIGURE B-1 Summary of Peoria JOC Experience

DBA has completed 114 job orders for the City of Peoria in the last five years averaging 85% self-performance.

Project Name	Earthwork / Grading	Roadway Construction	Asphalt Resurfacing/Paving	Street Lights /Traffic Signals	Concrete Flatwork	Guardrails / Handrails	Bikeways / Multi-Use Paths	Signs / Striping / Barricades	Drainage Structures	Underground Pipelines	Landscaping / Irrigation	Structural Concrete Base	Erosion Repairs
76th Dr. and Comet Ave., Scupper Reconstruction					×	×			×				
78th Dr. and Windrose Dr., Bulb Out Removal	×		×		×								
Peoria MOC Fleet Maintenance Shade Canopy												×	
Parkridge Park Drainage Improvements	×				×	×			×	×	×		×
Suncliff Pedestrian Trail	×		×				×						
Sonoran Mountain Ranch Phase 2	×										×		
Hayes Park Pathway Repairs (see below)	×				×		×						
Rio Vista Skate Park					×								
87th Ave and Peoria Ave. - Landscaping Repairs											×		
New River/Greenway Channel Hiking Trail Repairs			×										
Terramar Box Culvert Cleanout	×		×		×				×				
114th Ave & Butler Dr - Dead End Pocket Park (Page 10)	×		×		×		×		×		×		
Widening at Paradise RV 107th & Union Hills Dr (Page 10)	×	×	×		×			×	×	×	×		
MOC Retention Basin	×										×		
Fire Support Facility	×		×		×								
83rd Ave Deceleration Lane	×	×	×	×	×			×	×	×	×		
83rd Ave. and Ludlow Dr.	×		×	×	×		×	×			×		

HAYES PARK PATHWAY REPAIRS
75th Ave. and Mountain View Rd.

DBA provided JOC services to repair walking paths around Hayes Park in the retention basin where the granite had eroded. Prior work had been completed on the north side of the park.

- **WORK ITEMS**
  Curb removal
- Excavate and fine grade new sidewalk
- New ribbon curb
- New 4-inch sidewalk
- Landscape and irrigation repairs

KEY PERSONNEL
Project Manager **Bob Maurer**
Superintendent **Adam Pitts**
Preconstruction Manager **Matt Woolwine**

TERRAMAR BOX CULVERT AND MANHOLE RETROFIT
Terramar Blvd. and Happy Valley Rd.

DBA provided JOC services for box culvert cleanup and manhole retrofit. DBA was able to accelerate the work, **finishing the project one week early and over 15% under budget.**

WORK ITEMS
- Cleanout of an existing box culvert due to drainage build-up over ten years
- Use of a remote-control skid steer was used to clean out box culvert – original plan was to cut off the top of the box culvert for access
- Four manholes were constructed for future access points
- Curb/gutter repair, sidewalk and paving construction

KEY PERSONNEL
Project Manager **Bob Maurer**
Preconstruction Manager **Matt Woolwine**

PARADISE RECREATIONAL VEHICLE (RV) PARK RESORT WIDENING
107th Ave – Union Hills

This project widened Union Hills Drive to provide safer travel for regular traffic and better ingress/egress for drivers with oversized vehicles to the Paradise RV Resort.

WORK ITEMS
- Asphalt paving and microseal
- Driveway widening
- New curb and gutter new ADA ramps
- New inlet structure
- Storm drain pipe connection

KEY PERSONNEL
Project Manager **Bob Maurer**
Preconstruction Manager **Matt Woolwine**

DEAD-END POCKET PARK
114th Ave and Butler Dr.

This project included removal of debris and construction of a neighborhood pocket park to eliminate a dumping area along the Agua Fria River.

WORK ITEMS
- Subgrade preparation and grading
- Landscaping
- New sidewalks and ADA ramps
- Two new catch basins and irrigation
- Tying into the existing multi-use path along the river

KEY PERSONNEL
Project Manager **Bob Maurer**
Superintendent **Adam Pitts**
Preconstruction Manager **Matt Woolwine**

SUN CITY WEST UNIT 36 & PAVEMENT ADA REHABILITATION
W. Granite Valley Dr. & N. White Rock Dr.

DBA provided concrete flatwork upgrades and modifications in advance of the County's pavement preservation program.

WORK ITEMS
- Subgrade preparation
- Concrete valley gutters and aprons
- Construction of new sidewalks
- Replacement of 85 ADA ramps
- Manhole and utility adjustments
- AC paving/patching
- Street sign relocation

KEY PERSONNEL
Project Manager **Bob Maurer**
Superintendent **Adam Pitts**
Preconstruction Manager **Matt Woolwine**

4. REFERENCES

List three references from current clients or clients whom you have performed work within past five years

City of Glendale
Dan Gerhard
dgerhard@glendaleaz.com
(623) 930-3630

City of Surprise
Jeff Martin
Jeffery.martin@surpriseaz.gov
(623) 222-6026

City of Avondale
Tom Struve
tstruve@avondaleaz.gov
(623) 333-4221

C. Qualifications and Experience of the Key Personnel

1. QUALIFICATIONS AND EXPERIENCE

Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract

BOB MAURER
Project Manager

40 Years of Experience
16 Years with DBA

Bob has worked in the heavy construction industry in Arizona since 1981. His expertise has been in grading, paving and structural concrete applications for multiple task order contracts for the City of Peoria and other municipalities and utility companies. He is experienced in planning, coordinating, estimating, scheduling and subcontractor management on small, simultaneously completed contracts. Bob's career began working in heavy materials sales and eventually owned a trucking company supplying aggregates and fill material for heavy contractors in Arizona. Bob holds a BS in Construction Engineering from Arizona State University.

Key Projects: City of Peoria JOC Terramar Box Culvert Cleaning (see Page 10) • City of Prescott JOC 6th Street Bridge Deck Repairs over Granite Creek • City of Peoria JOC 114th Avenue and Butler Drive Dead-End Pocket Park (see Page 10)

ZACH HENDERSON
Project Engineer

10 Years of Experience
2 Years with DBA

Zach has a background in civil engineering and heavy civil construction with heavy emphasis on grading and earth work. He started his career as a field worker for DBA and quickly worked his way up from a foreman to now project engineer. His general experience has included the preparation of designs and construction administration in heavy civil work and earth moving. His excellent communication skills enable him to carry out clients needs with value-added innovations. His responsibilities at DBA include gathering field data to help the fi eld team with understanding the projects cope, quantity take-offs, estimating, obtaining permits, notifying AZ 811, subcontractor and supplier coordination, and assisting project managers with invoicing, and RFI preparation. Zach is currently enrolled in Arizona State University's Engineering Management Program.

Key Projects: City of Scottsdale McCormick Park Merci Train Relocation • City of Peoria JOC Union Hills Dr Widening (see page 10) • MCDOT Bridge Deck Sealing • MCDOT Hunt Hwy Channel Grading

MATT WOOLWINE
Preconstruction Manager

16 Years of Experience
16 Years with DBA

Matt is an experienced cost estimator leading the preconstruction phase of alternative delivery projects. Matt draws from his heavy construction project management and industrial and power generation facilities experience. Starting as a Crew Foreman, Matt provided supervision and subcontractor coordination on a wide variety of heavy civil construction projects including flood control structures, bridges, and extensive paving projects. His experience and dedication to the industry has allowed him to expand his knowledge into crew supervision, estimating, scheduling, procurement and project management on for some of DBA's most important clients. Matt has first-hand knowledge of design-build and other alternative delivery methods and has been instrumental in sharing innovative ideas to the team resulting in lowered overall project costs and safety management.

Key Projects: APS Grading and Drainage Improvements, Saguaro Power Plant • City of Peoria JOC Hayes Park Pathway Repairs • City of Peoria JOC 114th Avenue and Butler Drive Dead-End Pocket Park (see Page 10)

ADAM PITTS
Superintendent

16 Years of Experience
13 Years with DBA

Adam has spent 13 years of his 16 years in the heavy construction industry at DBA proving to be an excellent superintendent specializing in demolition and grading. He has extensive field-level construction knowledge ranging from small curb and gutter to large-scale, multi-lane highway jobs requiring extensive earthwork moving and asphalt paving operations. Adam is experienced in subcontractor coordination, safety, quality control, estimating, and scheduling techniques. Adam is a certified ATSSA Traffic Control Technician and is also OSHA 30-hour certified.

Key Projects: MCDOT ADA Improvements in Sun Lakes • City of Peoria JOC Terramar Box Culvert Cleaning (details on Page 10) • City of Peoria JOC 114th Avenue and Butler Drive Dead-End Pocket Park (see page 10)

2. PROJECT EXPERIENCE

Provide project information for key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work

KEY PERSONNEL	Project Manager Bob Maurer	Preconstruction Manager Matt Woolwine	Project Engineer Zach Henderson	Superintendent Adam Pitts
Years of Experience	40 Industry • 16 DBA	16 Industry • 16 DBA	10 Industry • 2 DBA	16 Industry • 13 DBA
SIMILAR PROJECT EXPERIENCE				
Paradise RV Park Resort (Pg 10)	Project Manager	Preconstruction Manager	Project Engineer	Superintendent
114th Ave & Butler Dr. Dead-End Pocket Park (Pg 10)	Project Manager	Preconstruction Manager		Superintendent
Hayes Park Pathway Repairs (Pg 9)	Project Manager	Preconstruction Manager		Superintendent
76th Dr. and Comet Ave. Scupper Reconstruction	Project Manager	Preconstruction Manager	Project Engineer	Superintendent

3. MANAGEMENT PERSPECTIVE

Discuss key personnel and their perspective and experience on partnering, quality control, project scheduling, claims, dispute resolution, changes in the Scope of Work, construction safety, value engineering, balancing workloads, and ways to reduce costs to the Owner.

All key team members (shown in **Figure C-1**) have worked together for the City of Peoria, where their perspective and experience in all management process areas were essential to the contract. They strictly adhere to the processes put in place by DBA management and fully embrace the methodologies.

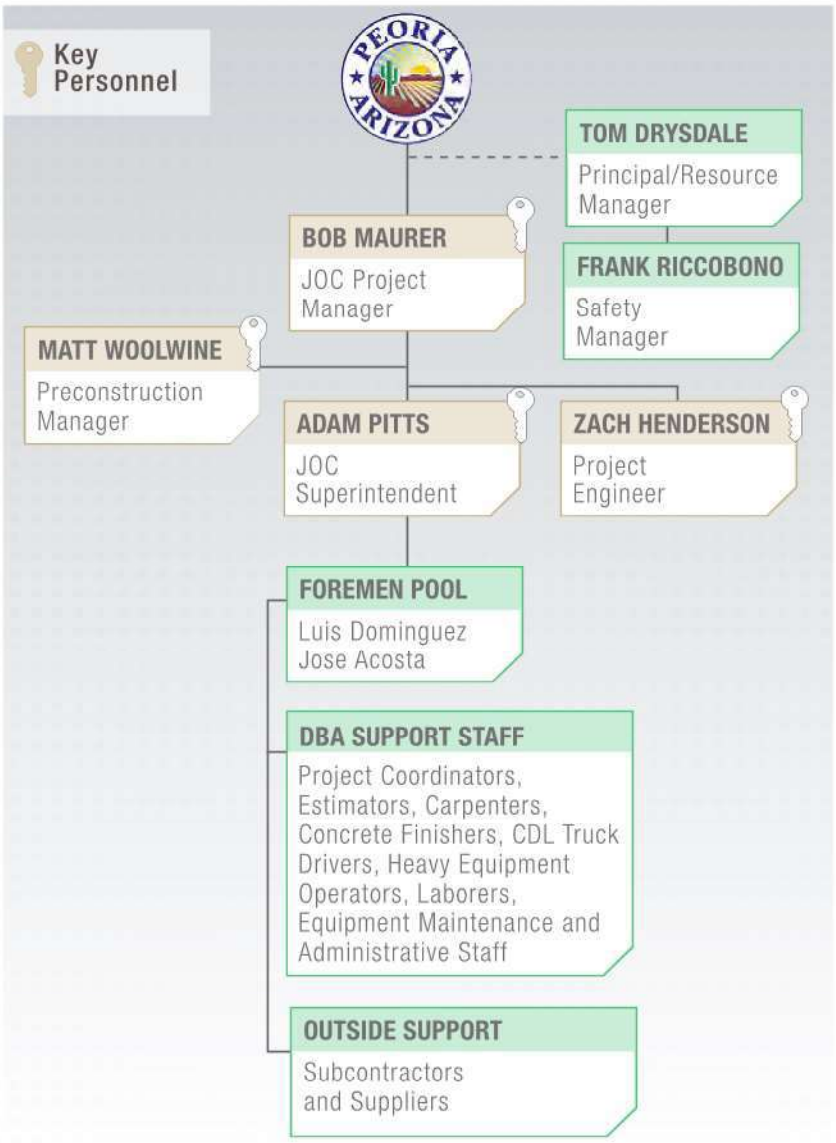
Labor, equipment, and materials are the most essential components of construction. Understanding the JOC process is equally important when considering current market conditions and the significance of getting value for your budget. DBA's JOC process was developed through lessons learned on past and existing contracts and the desire to provide our clients with quality work that earns repeat business. We continually refine our process with each new job order and task from our contracts across the state. We measure our success through repeat business and are proud to be recommended by clients throughout Arizona.

4. ORGANIZATIONAL CHART

Provide an organizational chart representing the proposed key JOC personnel

See **Figure C-1**.

FIGURE C-1 DBA Organizational Chart



APPENDIX

DBA Construction, Inc.

Appendix

REGISTRAR OF CONTRACTORS LICENSE

Scanned copies of the Arizona Registrar of Contractors License Identification Card(s)

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors
June 30, 2023
CERTIFIES THAT

D B A Construction Inc
D B A Inc

CONTRACTORS LICENSE NO.
ROC 125006
CLASS
A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

BONDING STATEMENT

Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount

See **Page A2**.

TERMINATION STATEMENT

Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause

DBA Construction, Inc. and its officers have not had a contract or subcontract terminated within the last five years for cause.

CLAIMS STATEMENT

Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes

DBA Construction, Inc. has not had a claim resulting in litigation or arbitration within the last five years.

COMMERCIAL WEST INSURANCE

October 11, 2021

TO: City of Peoria

RE: DBA Construction, Inc.

To Whom It May Concern,

It is our understanding of Commercial West Insurance Agency that DBA Construction, Inc. intends to submit a proposal to you. It is a pleasure to share with your our recent experience with our client and to offer our recommendation to you on their behalf.

Hartford Casualty Insurance Company A+ XV by AM Best has been their bonding company since 2012. They are approved for bonds covering up to a $12,000,000 single limit and potential work program of up to $20,000,000.

Our investigation of DBA Construction, Inc. has been extremely favorable. We are confident that you will find them to be highly qualified and responsive to your needs. We would anticipate no difficulty in being able to respond to any bond requirements of this project subject to review and determination that the contract and bond documents are acceptable.

This letter is not be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our experience and confidence in this firm. Any specific request for bonds will be underwritten its own merit.

Please do not hesitate to contact me for any further or more detailed information.

Sincerely,

Lori Spelde

Lori Spelde
Attorney-In-Fact

ATTACHMENT C

JOC Cost Proposal Forms
(Pricing Matrix & Project Cost Sheet)

(See Attached)

City of Peoria
JOC Pricing Matrix

P22-0020, JOC for Citywide Civil/Site Work

Contractor: DBA Construction, Inc.

Indirect Cost of the Work	$1.00 to $100,000	$100,001 to $250,000	$250,001 to $500,000	$500,001 to $1,000,000	$1,000,001 to $2,000,000	over $2,000,000
Overhead	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Profit	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Payment & Performance Bonds	1.40%	1.40%	1.40%	1.35%	1.30%	1.30%
Insurance	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	18.265%	18.265%	18.265%	18.215%	18.165%	18.165%

Job Order Cost Proposal

CONTRACTOR NAME: DBA Construction, Inc.

Contract Type:	Citywide Civil/Site Work	City Project No:	
Job Order No:	TBD	Contractors Job No:	
City Project Mgr:		Prepared By:	Matt Woolwine
Fee Type:	GMP	Date:	1/5/2022
Location:		Revision:	
Job Title:			

Description of Work to be Performed (supporting information attached):

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost Unit Price	Labor Cost Total
Project Manager	Hours	1.00	$ 94.45	$ 94.45
Estimator	Hours	1.00	$ 76.85	$ 76.85
Project Engineer	Hours	1.00	$ 76.85	$ 76.85
Admin	Hours	1.00	$ 45.00	$ 45.00
Project Superintendent	Hours	1.00	$ 98.75	$ 98.75
Foreman	Hours	1.00	$ 72.00	$ 72.00
Equipment Operator	Hours	1.00	$ 48.00	$ 48.00
Laborer	Hours	1.00	$ 40.00	$ 40.00
Concrete Carpenter	Hours	1.00	$ 48.00	$ 48.00
Concrete Finisher	Hours	1.00	$ 48.00	$ 48.00
	Hours	-		$ -
	Hours	-		$ -
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				$ 647.90

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity	Equipment Cost Unit Price	Equipment Cost Total
CAT Blade	Hours	1.00	$ 90.00	$ 90.00
CAT D6 Dozer	Hours	1.00	$ 90.00	$ 90.00
CAT D5 Dozer	Hours	1.00	$ 75.00	$ 75.00
CAT 613 Scraper	Hours	1.00	$ 85.00	$ 85.00
CAT 623 Scraper	Hours	1.00	$ 120.00	$ 120.00
CAT Loader	Hours	1.00	$ 80.00	$ 80.00
CAT 305 Mini Excavator	Hours	1.00	$ 50.00	$ 50.00
CAT 308 Mini Excavator	Hours	1.00	$ 60.00	$ 60.00
CAT 323 Excavator	Hours	1.00	$ 108.00	$ 108.00
CAT Backhoe	Hours	1.00	$ 40.00	$ 40.00
John Deere 710 Backhoe	Hours	1.00	$ 55.00	$ 55.00
John Deere 210 LE Gannon	Hours	1.00	$ 40.00	$ 40.00
2k Water Truck	Hours	1.00	$ 35.00	$ 35.00
4k Water Truck	Hours	1.00	$ 55.00	$ 55.00
Smooth Drum Roller	Hours	1.00	$ 50.00	$ 50.00
Sheeps Foot Roller	Hours	1.00	$ 75.00	$ 75.00
Supervisor Pick Up	Hours	1.00	$ 20.00	$ 20.00
	Hours	-		$ -
	Hours	-		$ -
	Hours	-		$ -
	Hours	-		$ -
			Subtotal Equipment Cost (B)	$ 1,128.00

SECTION C: MATERIALS

Item	Unit	Quantity		Material Cost Unit Price	Material Cost Total
Material - 01		-		$ -	$ -
Material - 02		-		$ -	$ -
Material - 03		-		$ -	$ -
Material - 04		-		$ -	$ -
Material - 05		-		$ -	$ -
		-		$ -	$ -
			Subtotal Material Cost (C)		$ -

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
TBD	Subcontractors	$ -
TBD	Consultants	$ -
TBD		$ -
TBD		$ -
TBD		$ -
	Subtotal Subcontractors & Consultants (D)	$ -

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		$ -
TBD		$ -
TBD		$ -
	Subtotal Rental Equipment (E)	$ -

SECTION F: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity		General Conditions Cost Unit Price	General Conditions Cost Total
Mobilization / Demobilization		-		$ -	$ -
Permits & Environmental Controls		-		$ -	$ -
Temporary Facilities & Controls		-		$ -	$ -
Engineering / Testing		-		$ -	$ -
Site Support		-		$ -	$ -
Miscellaneous / Other		-		$ -	$ -
			Subtotal General Conditions (F)		$ -

OVERHEAD: % (% to be taken from matrix)

PROFIT: % (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F):	$	647.90
O&P (0.00% of A+C+E+F):		$0.00
Subtotal General Contractor Costs (B):	$	1,128.00
Total General Contractor Costs including O&P:	$	1,775.90
Subtotal Subcontractor Costs (D)		$0.00
Subcontractor Profit (5% of D)		$0.00
Total Subcontractor Costs including O&P:		$0.00
TOTAL GC and Subcontractor Costs including O&P:		$1,775.90
Insurance Costs @ 0.0%		$17.76
Bond Costs @ 0.0%		$21.31
Sales Tax (65% of 8.1%)		$95.56
Subtotal Job Cost:		$1,910.53
Project Contingencies		$0.00
Project Allowances		$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: $1,910.53

Submitted by:

Date

Rev 12/13/2021 LH

ATTACHMENT D

Contractor's Contacts
(Contact List & Authorized Signature Form)

(See Attached)

City of Peoria JOC

Authorized Signature Form

Whereas, **DBA Construction, Inc.,** an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

Now, therefore, be it resolved, by the board of directors of **DBA Construction, Inc.** that **Tim Ginter, Thomas Drysdale, Robert Maurer and Matt Woolwine** be authorized to execute and sign documents on behalf of said corporation:

1) The Proposal
2) The Contract
3) The Bond
4) Payrolls
5) Supplemental Agreements
6) Extension of Time
7) Change Orders
8) Subcontracts
9) All other papers necessary for the conduct of the corporation's affairs and the execution of this contract.

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for construction work associated with the City of Peoria JOC work, or until express notice of revocation has been duly given in writing, whichever is the lessor period.

Signatures of Persons Authorized To Sign	Title	Document No.
	President	1,2,3,4,5,6,7,8,9
	Vice President	1,2,3,4,5,6,7,8,9
Robert J Maurer	Project Mgr.	1,2,3,5,6,7,8,9
Matthew Woolwine	Pre Construction Mgr.	1,2,3,5,6,7,8,9

This instrument was acknowledged before me this 20th day of January by the persons signed above appearing before the undersigned Notary Public, and the state that they executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires: June 28, 2023

MARYSOL URIAS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 565129
Expires June 28, 2023

City of Peoria JOC

Authorized Signature Form

Persons Authorized To Sign:

Name	Title	Address	Cell No.
1) Thomas Drysdale	President	1833 S. 59th Ave. Phoenix, AZ 85043	602-708-2999
2) Tim Ginter	Vice President	1833 S. 59th Ave. Phoenix, AZ 85043	602-708-2893
3) Robert Maurer	Sr. Project Manager	1833 S. 59th Ave. Phoenix, AZ 85043	602-315-9844
4) Matt Woolwine	Pre-Construction Manager	1833 S. 59th Ave. Phoenix, AZ 85043	602-708-2934

Mailing Address:

DBA Construction, Inc.
PO Box 63035
Phoenix, AZ 85082-3035

Office Phone:

602-442-6767

Office FAX:

602-442-0408

City of Peoria - Site Civil JOC

DBA Construction, Inc.

P.O. Box 63035

Phoenix, Az. 85082-3035

Phone: 602-442-6767

Fax: 602-442-0408

Contact List:

1) **Bob Maurer**
   JOC Contract Manager
   Cell Phone: 602-315-9844
   email: bobmaurer@dbaconstruction.net

2) **Adam Pitts**
   Superintendent
   Cell Phone: 602-826-3024
   email: apitts@dbaconstruction.net

3) **Matt Woolwine**
   Preconstruction Manager
   Cell Phone: 602-708-2934
   email: mwoolwine@dbaconstruction.net

4) **Curtis Stuempfl**
   Estimator
   Cell Phone: 602-329-6766
   email: cstuempfl@dbaconstruction.net

5) **Tom Drysdale**
   Resource Director
   Cell Phone: 602-708-2899
   email: mwoolwine@dbaconstruction.net

6) **Zach Henderson**
   Project Engineer
   Cell Phone: 602-526-1883
   email: zhenderson@dbaconstruction.net

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2025263

[Proposal]

See following pages.

DBA Construction, Inc.

Date: 11/05/24
Proposal No. RID24001

To: James Zwerg CIP Project Manager
City of Buckeye / Engineering

REVIEWED
By Jim Zwerg at 10:04 am, Nov 12, 2024

Rooks Road Lateral 18 - 90% Plan Submittal

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

Work Items

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1.	MOBILIZATION	1	LS	$41,869.00	$ 41,869.00
2.	SURVEY	1	LS	$32,815.00	$ 32,815.00
3.	QUALITY CONTROL	1	LS	$21,500.00	$ 21,500.00
4.	PRIVATE IRRIGATION LATERAL REPAIR	1	LS	$10,000.00	$ 10,000.00
5.	INSTALL 30" HDPE PIPE IN TAILWATER DITCH	1	LS	$5,500.00	$ 5,500.00
6.	TREE TRIMMING/REMOVAL	1	LS	$15,650.00	$ 15,650.00
7.	DEMO AND REMOVE PIPE	223	LF	$68.00	$ 15,164.00
8.	DEMO AND REMOVE STRUCTURES	2	EA	$1,090.00	$ 2,180.00
9.	DEMO AND REMOVE CHANNEL LINING	2,540	SF	$2.30	$ 5,842.00
10.	PUMP AROUND (ALLOWANCE)	15	DAY	$5,000.00	$ 75,000.00
11.	STRUCTURAL EXCAVATION	83	CY	$81.00	$ 6,723.00
12.	STRUCTURAL BACKFILL	35	CY	$215.00	$ 7,525.00
13.	FURNISH AND INSTALL ABC	148	TON	$86.00	$ 12,728.00
14.	CANAL OVER EXCAVATION	68	CY	$98.00	$ 6,664.00
15.	FURNISH AND INSTALL GEOGRID	101	SY	$16.00	$ 1,616.00
16.	CANAL GRADING	76	SY	$133.00	$ 10,108.00
17.	PLACE CHANNEL LINING	177	SY	$83.00	$ 14,691.00
18.	SEAL CANAL JOINTS	120	LF	$7.60	$ 912.00
19.	HAND PLACED IRRIGATION DITCH	267	SF	$20.00	$ 5,340.00
20.	CONSTRUCT DIVERSION STRUCTURE	1	EA	$32,450.00	$ 32,450.00
21.	CONSTRUCT STANDARD MANHOLE	3	EA	$19,880.00	$ 59,640.00
22.	CONSTRUCT 5-SIDED MANHOLE	1	EA	$21,230.00	$ 21,230.00
23.	CONSTRUCT HEADWALL/TRASHRACK	2	EA	$12,395.00	$ 24,790.00
24.	CONSTRUCT PIPE COLLARS	2	EA	$2,850.00	$ 5,700.00
25.	CONSTRUCT DITCH CLOSURE WITH INLET	1	EA	$4,320.00	$ 4,320.00
26.	FURNISH AND INSTALL 24'' RCP CLASS V	380	LF	$239.00	$ 90,820.00
27.	FURNISH AND INSTALL 30'' RCP CLASS III	1,001	LF	$328.00	$ 328,328.00
28.	FURNISH AND INSTALL 30'' RCP CLASS V	212	LF	$292.00	$ 61,904.00
29.	GRADE O&M ROAD	2,865	SY	$1.80	$ 5,157.00
30.	SUBGRADE PREP	16,943	SY	$1.10	$ 18,637.30
31.	LOAD AND HAUL BORROW MATERIAL	11,579	CY	$35.30	$ 408,738.70
32.	PLACE AND GRADE FILL	11,579	CY	$8.70	$ 100,737.30
				SUB TOTAL:	**$ 1,454,279.30**
				PROJECT CONTINGENCY 10%:	**$ 145,427.93**
				SUB TOTAL W/ CONTINGENCY:	**$ 1,599,707.23**

APPROVED
By Jim Zwerg at 10:04 am, Nov 12, 2024

CIP 105660 - Construction
GL's 50213170 - 543181

Assumptions:

1. This proposal is based on constructing RID Lateral 18 outside of the Dry Up. The tailwater will diverted to the East down a private irrigation lateral.
2. Access to site to be provided for crews and equipment.
3. RGRCP will be Class III and V.
4. Item 8 Pump Around is set up as an Allowance item.
5. The Hills property will have access to our water truck for watering personal grass.
6. The Core Power security fence will need to be relocated westward to allow construction access.

Clarifications:

1. All scheduling contingent upon mutual agreement of Owner and DBA Construction.
2. This proposal is based on 90% plans. DBA Construction reserves the right to review pricing based on the Final Plans issued for construction.
3. Cost of Payment & Performance Bond and taxes is included.
4. This proposal includes importing fill (borrow) to backfill over the RID Lat 18 pipe, to backfill the existing tailwater ditch and to place roadway fill for the Rooks Road alignment up to bottom of ABC grade.
5. Item 30 Load and Haul Borrow quantity is based on CAD files provided by Stantec and Burgess & Nipple, Inc. We will review the updated CAD file once received and verify import quantities.

Exclusions

Our proposal excludes the following items and <u>were not</u> considered during the preparation to this estimate:

1. DBA Construction excludes the cost of any and all utility conflicts, including but not limited to bracing, shoring, relocating, etc.
2. Asphalt paving.
3. Ground Water

Regards,

Zach Henderson

Estimator

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.I. ED - Budget adjustment for Economic Development Department and transfer from General Fund Contingency
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Suzie Boyles, Economic Development Director, sboyles@buckeyeaz.gov, (623) 349-6970	
DEPARTMENT: Economic Development	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the transfer of funds from the General Fund Contingency budget to the Economic Development Department budget to meet expected costs for the remainder of Fiscal Year 2024-2025.

SUMMARY

PROJECT DESCRIPTION:

As the Economic Development Department continues its mission to drive economic prosperity within the city, it has undertaken new initiatives in FY25 that were not initially planned. These additional projects have led to an increased workload and additional expenses. To effectively manage and execute these projects, the department has incurred extra costs throughout the remainder of the fiscal year, including the addition of one full-time employee (FTE) and one temporary staff member mid-year. As a result of these new projects and staffing changes, the department is facing a projected budget shortfall for FY25. To ensure successful delivery of both ongoing and new projects, we are requesting an allocation of $119,000 from the general fund contingency budget to cover the department's additional needs. This funding will be used as follows: $105,000 in Professional Services which will provide outside consulting and needed contractual services; $4,000 for IT Equipment to equip the new staff with the appropriate workstations; and $10,000 for Sales Missions/Conferences, Training and Travel which will fund participation is trade shows and conferences to advance economic development initiatives and training opportunities for new staff.

BENEFITS:

Funds allocated to the Economic Development Department will ensure the department can continue to advance existing initiatives but also the new ones taken on.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:

The Economic Development Department is requesting an allocation of $119,000 from the general fund contingency budget to cover the department's additional needs. This funding will be used as follows: $105,000 in Professional Services; $4,000 for IT Equipment; and $10,000 for Sales Missions/Conferences, Training and Travel.

CURRENT FISCAL YEAR TOTAL COST:

The requested amount for FY25 is $119,000 which is representative of $105,000 in Professional Services, $4,000 for IT Equipment, and $10,000 for Conferences, Seminars, Travel, and Training.

BUDGETED:
No

FISCAL YEAR:
FY2025

FUND/DEPARTMENT:
10001108-570020

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: 01/07/25	**AGENDA ITEM:** 4.J. FIN - Cooperative Contract Purchasing Addendum between the City of Buckeye and U.S. Bank for the Provision of Commercial Card Services
DATE PREPARED: 01/02/25	**DISTRICT NO.:** All
STAFF LIAISON: Nick Perrera, Procurement Manager, nperrera@buckeyeaz.gov, (623) 349-6174	
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 Cooperative Contract Purchasing Addendum (CCPA) (Contract No. 2025269) between the City of Buckeye and U.S. Bank National Association for the provision of commercial card services; and authorizing the City Manager to execute and deliver said CCPA as well as any future change orders on an annual basis contingent on using department budgets and appropriations, and on future cooperative purchasing contract term extensions on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
This agreement for commercial cards, also commonly referred to as "P-Cards," will allow authorized card holders to pay for necessary goods and services to conduct business on behalf of the City. Merchants providing the required goods or services to the City will be paid by U.S. Bank. U.S. Bank will send the City a regular monthly statement for expenses charged to the City's account, and the City will pay U.S. Bank. Based on quarterly account expenditures, U.S. Bank will pay the City a rebate at established contract rates. The City's estimated quarterly account expenditures are $1 million, and the City's estimated quarterly rebate is $10,000. This action will authorize staff to award a CCPA with an initial term through December 31, 2025. The action also permits staff to extend the term contingent on the cooperative purchasing contract's term extensions. This action does not change or impact any current or future budgets or appropriations.

BENEFITS:
The City is using the National Association of State Procurement Officials (NASPO) ValuePoint cooperative purchasing contract to procure commercial card services from U.S. Bank. The lead agency for NASPO ValuePoint, the State of Washington, has already performed the due diligence of the competitive process. The State of Arizona adopted the NASPO ValuePoint cooperative purchasing contract with its own participating addendum. This allows the City to also use the same agreement cooperatively based on the State of Arizona's participation. The City will be able to leverage national state-level volume and expenditures competed through the NASPO ValuePoint cooperative purchasing contract to receive rates not otherwise achievable with City volumes and expenditures, as well as move to a more widely accepted payment network (Visa). The cooperative contract has been adopted by the State of Arizona through December 31, 2025, and has extension options through December 31, 2027.

FUTURE ACTION:
City departments will purchase needed goods and services from various merchants for their operations as needed. Finance will also extend the term contingent on continued State of Arizona participation.

FINANCIAL IMPACT STATEMENT:
None. Expenditures will be from various using department funds. Proceeds from the rebate will be deposited into the General Fund.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
No

FISCAL YEAR:
2025

FUND/DEPARTMENT:
Various

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4J CCPA 2025269 with US Bank.pdf

usbank

NASPO VALUE POINT
PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum ("**Addendum**") is entered into by the City of Buckeye, organized under the laws of the State of Arizona ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

1. The State of Arizona (the "**State**") and U.S. Bank entered into that certain NASPO Value Point Participating State Addendum as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing commercial card services (the "**Program**");

2. Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

3. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. **DEFINITIONS**. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

2. **DESIGNATION.** Participant is hereby designated as a "Purchasing Entity" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Purchasing Entity" thereunder until Participant so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Card User Agreement" for purposes of the Agreement.

3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant

- **3.1.** Represents and warrants that is received a copy of the Agreement;
- **3.2.** Represents that it is a valid political subdivision of the State of Arizona;
- **3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
- **3.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
- **3.5** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
- **3.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other participants; and
- **3.7** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The State shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

5. **NOTICES.** The notice address for Participant is:

Participant:
City of Buckeye
530 E Monroe Ave
Buckeye, AZ 85326

Attn: Procurement Manager

6. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

7. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum. Any breach of the terms of this Addendum by the Participant shall also be a default under the Agreement by the Participant giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by Participant shall give rise to the right of U.S. Bank to terminate this Addendum and remove Participant from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT**. Participant acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, Participant and Participant shall be bound by the terms contained in any such amendments. Any failure to inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant. **In the event of a termination of the Agreement or the Master Agreement described therein, Participant acknowledges and agrees that U.S. Bank will not be required to pay Participant a rebate payment for the Quarter in which such termination occurs or any subsequent Quarter thereafter.**

9. **REBATE REGISTRATION.** In the event Participant wishes to register for electronic payment via ACH, Participant designates the following individual to register for payment in the manner prescribed by U.S. Bank:

Rebate Payment Registration	
a) Authorized Person's Name	Sherri Meredith
b) Authorized Person's Email Address	smeredith@buckeyeaz.gov

10. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE:	December 02, 2024 DATE:
City of Buckeye Legal Name of Participant	U.S. Bank National Association
(Signature of Authorized Individual)	E-SIGNED by Ryan Solohub on 2024-12-02 19:24:08 GMT
Dan Cotterman (Printed Name of Authorized Individual)	Ryan Solohub
City Manager (Printed Title of Authorized Individual)	Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAABAqZ4nasiGFxIcPChgwBQknfQePI43J4

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.K. FIN - 2024 Assistance to Firefighters Grant Award EMW-2023-FG-06309 via Memorandum of Understanding (MOU) 2024 Assistance to Firefighters Grant (AFG) Regional Grant Award -- City of Glendale, Host
DATE PREPARED: 01/02/25	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Manager, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to accept and approve a Grant Award to participate in the 2024 Assistance to Firefighters Grant Award (EMW-2023-FG-06309) training to protect the health and safety of firefighting personnel and the public against fire and fire-related hazards through firefighter personnel trainings; and to authorize the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the Grant Award.

SUMMARY

PROJECT DESCRIPTION:
The Buckeye City Council previously approved the Memorandum of Understanding (MOU) with the City of Glendale to support the City of Glendale's grant application and Buckeye's sub-recipient application, which the Department of Homeland Security has subsequently awarded. The MOU supports the training of 18 Buckeye Fire-Medical-Rescue Department firefighting personnel to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The grant covers two years (24 months).

BENEFITS:
The objective is to support Buckeye-Fire-Medical-Rescue Department's firefighting personnel with the most current training programs relating to fire and fire-related hazards. Over two years, the Memorandum of Understanding (MOU) supports the training of 18 Buckeye firefighting personnel. The trainings will be held in conjunction with neighboring jurisdictions that are also participants of the MOU. This joint training effort ensures that all participating agencies receive the same training and operating standards to provide effective mutual aid assistance between these agencies.

FUTURE ACTION:
There is no future action required.

FINANCIAL IMPACT STATEMENT:
Through the Memorandum of Understanding (MOU), the federal grant portion allocated to Buckeye is $211,356.40. There is a $21,135.60 match required from the City of Buckeye for this grant, which will be funded from the Fire Department's general fund budget. Any additional firefighting personnel training will come from the Buckeye Fire-Medical-Rescue Department's General Fund account unless additional grant funding opportunities become available, in which case the Grants team will pursue.

CURRENT FISCAL YEAR TOTAL COST:

$10,000

BUDGETED:
Yes

FISCAL YEAR:
2026-2028

FUND/DEPARTMENT:
Fire

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
MOU 2024 Assistance to firefighters Grant.pdf
Regional award memorandum of understanding with the City of Glendale.pdf
Award Letter.pdf

MEMORANDUM OF UNDERSTANDING (MOU)
2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) REGIONAL GRANT AWARD
Application ID:

HOST

	Federal Share	Cost Share
CITY OF GLENDALE	$380,440.80	$42,271.20 EIN# 86-6000247

PARTNERS – FINANCIAL BREAKDOWN

	Federal Share	Cost Share
ARIZONA FIRE & MEDICAL AUTHORITY	$285,330.60	$31,703.40 EIN# 82-1200347
CITY OF AVONDALE	$211,356.40	$21,135.60 EIN# 86-6000233
CITY OF BUCKEYE	$211,356.40	$21,135.60 EIN# 86-6000236
DAISY MOUNTAIN FIRE DISTRICT	$211,356.40	$21,135.60 EIN# 86-0628446
CITY OF GOODYEAR	$285,330.60	$31,703.40 EIN# 86-6000249
CITY OF PEORIA	$380,440.80	$42,271.20 EIN# 86-6003634
SUN CITY FIRE DISTRICT	$95,110.20	$10,567.80 EIN# 86-0409619
CITY OF SURPRISE	$285,330.60	$31,703.40 EIN# 86-6007796
CITY OF TOLLESON	$95,110.20	$10,567.80 EIN# 86-6000264

NUMBER OF STUDENTS

ARIZONA FIRE & MEDICAL AUTHORITY	27
CITY OF AVONDALE	18
CITY OF BUCKEYE	18
DAISY MOUNTAIN FIRE DISTRICT	18
CITY OF GLENDALE	45
CITY OF GOODYEAR	27
CITY OF PEORIA	36
SUN CITY FIRE DISTRICT	11
CITY OF SURPRISE	30
CITY OF TOLLESON	4

HOST shall act as the host department in applying for the Grantee Award Year 2024 Assistance to Firefighters Regional Grant ("AFG Grant") on behalf of itself and Partners. If awarded, the AFG Grant would be utilized to implement NFPA 1021, Fire Instructor I and Fire Officer I&II/ Leadership for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. The total cost requested is $2,705,385 ($11,742 average per firefighter).

As part of the requirement for the AFG Grant, HOST and PARTNER are required to sign all documents being provided by either the Fire Chief or Authorized Representative. HOST and

PARTNERS agree to the portion of the **10% match,** should the AFG Grant application be successful, and the grant is awarded.

It should be noted that HOST and PARTNERS can modify the language of the AFG Grant document if the Federal Emergency Management Agency (FEMA) modifies the scope of work and/or adjusts the grant amount awarded.

HOST and PARTNERS acknowledge and agree that all respective activities related to the AFG Grant process and administration shall comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable, and any other requirements set forth under the AFG Grant website at https://www.fema.gov/welcome-assistance-firefighters-grant-program.

IN WITNESS WHEREOF, HOST and PARTNERS have executed this MOU as of the dates written below.

CITY OF GLENDALE

Ryan Freeburg
Ryan Freeburg (Jul 10, 2024 20:41 PDT)

Date: 7/9/24

Signature (HOST)

Ryan Freeburg

Authorized Representative

ARIZONA FIRE & MEDICAL AUTHORITY, a subdivision of the State of Arizona

Mark Burdick (Jul 9, 2024 10:47 PDT)

Date: 7/9/24

Signature (PARTNER)

Mark Burdick

Authorized Representative

CITY OF AVONDALE

Justin Ernst

Date: 07/11/24

Signature (PARTNER)

Justin Ernst

Authorized Representative

CITY OF BUCKEYE

Dan Cotterman (Jul 10, 2024 16:20 PDT)

Signature (PARTNER)

Date: 7/10/2024

Dan Cotterman

Authorized Representative

DAISY MOUNTAIN FIRE DISTRICT

Brian Tobin (Jul 9, 2024 14:05 PDT)

Signature (PARTNER)

Date: 070924

Brian P. Tobin

Authorized Representative

CITY OF GOODYEAR

Signature (PARTNER)

Date: 07/15/2024

Joe Pizzillo

Authorized Representative

CITY OF PEORIA

Signature (PARTNER)

Date: 7/15/2024

Travis Cutright

Authorized Representative

SUN CITY FIRE DISTRICT

Robert Schmitz (Jul 11, 2024 06:29 EDT)

Signature (PARTNER)

Date: 07/11/24

Robert Schmitz

Authorized Representative

CITY OF SURPRISE

Brenden Espie
Brenden Espie (Jul 10, 2024 07:01 PDT)

Date: 07/10/2024

Signature (PARTNER)

Brenden Espie

Authorized Representative

CITY OF TOLLESON

Michael Young

Date: 07/10/2024

Signature (PARTNER)

Michael Young

Authorized Representative

Signature:

Email: lrooney@avondaleaz.gov

2024 Assistance to Firefighters Grant - Regional Grant Award Memorandum of Understanding with the City of Glendale Summary Recap

Project Description:

The City of Buckeye Council previously approved the Memorandum of Understanding with the City of Glendale to support the City of Glendale's grant application, which the Department of Homeland Security has subsequently awarded. The Memorandum of Understanding supports the training of 18 Buckeye Fire-Medical-Rescue Department firefighting personnel to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. The grant covers two years (24 months).

Project Cost

- $ 232,492 ($211,356.40 Reimbursable based on budget).

Required Match

- $ 21,135.60

Grant Amount

- $ 211,356.40

Plans Once Grant Expires:

- There is no future action required.

Objectives and Expected Outcomes

- The objective is to support Buckeye-Fire-Medical-Rescue Department's firefighting personnel with the most current training programs relating to fire and fire-related hazards. Over two years, the Memorandum of Understanding supports the training of 18 Buckeye firefighting personnel. The trainings will be held in conjunction with neighboring jurisdictions that are also participants of the Memorandum of Understanding. This joint training effort ensures that all participating agencies are held to the same training and operating standards as mutual aid is often rendered between these agencies.

Time Period for the Grant

- FY 2026 - FY 2028

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/19/2024

Vicki Rios
CITY OF GLENDALE
5850 W. GLENDALE AVENUE SUITE 302
GLENDALE, AZ 85301

EMW-2023-FG-06309

Dear Vicki Rios,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $2,352,477.15 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 15.00% of the Federal funds awarded, or $352,871.58 for a total approved budget of $2,705,348.73. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs
Region 4

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF GLENDALE
UEI-EFT: CRE4N8H1X6J5
DUNS number: 077523579
Award number: EMW-2023-FG-06309

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$2,492,085.81
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$213,262.92
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$2,352,477.15
Non-federal	$352,871.58
Total	$2,705,348.73
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Training

Officer I-IV

DESCRIPTION

Class curriculum and Arizona State testing cost for Fire Instructor I, Fire Officer I&II, 3 total classes for each member.

QUANTITY	UNIT PRICE	TOTAL
234	$911.38	$213,262.92

BUDGET CLASS

Contractual

Officer I-IV

DESCRIPTION

Backfill and overtime cost for 234 students and 3 instructors attending and/or facilitating Fire Instructor I, and Fire Officer I&II classes that will receive a State of Arizona Certification. Personnel costs are backfill and/or overtime (not salaries or benefits including fringe).

QUANTITY	UNIT PRICE	TOTAL
237	$10,515.13	$2,492,085.81

BUDGET CLASS

Personnel

CHANGE FROM APPLICATION

Description changed

JUSTIFICATION

The award reflects a change in a line-item description to clarify that eligible personnel costs are backfill and/or overtime (not salaries or benefits including fringe).

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF GLENDALE
UEI-EFT: CRE4N8H1X6J5
DUNS number: 077523579
Award number: EMW-2023-FG-06309

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplicative Costs
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article 16	Energy Policy and Conservation Act
Article 17	False Claims Act and Program Fraud Civil Remedies
Article 18	Federal Debt Status
Article 19	Federal Leadership on Reducing Text Messaging while Driving
Article 20	Fly America Act of 1974
Article 21	Hotel and Motel Fire Safety Act of 1990
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 24	Lobbying Prohibitions
Article 25	National Environmental Policy Act
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article 27	Non-Supplanting Requirement
Article 28	Notice of Funding Opportunity Requirements
Article 29	Patents and Intellectual Property Rights
Article 30	Procurement of Recovered Materials
Article 31	Rehabilitation Act of 1973
Article 32	Reporting of Matters Related to Recipient Integrity and Performance
Article 33	Reporting Subawards and Executive Compensation
Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article 35	SAFECOM
Article 36	Terrorist Financing
Article 37	Trafficking Victims Protection Act of 2000 (TVPA)
Article 38	Universal Identifier and System of Award Management
Article 39	USA PATRIOT Act of 2001
Article 40	Use of DHS Seal, Logo and Flags
Article 41	Whistleblower Protection Act
Article 42	Environmental Planning and Historic Preservation (EHP) Review
Article 43	Applicability of DHS Standard Terms and Conditions to Tribes
Article 44	Acceptance of Post Award Changes
Article 45	Disposition of Equipment Acquired Under the Federal Award
Article 46	Prior Approval for Modification of Approved Budget
Article 47	Indirect Cost Rate
Article 48	Award Performance Goals

Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients 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 as instructed by the federal awarding agency.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 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 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients 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 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, as implemented by the U.S. 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, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as 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 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 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. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	**Energy Policy and Conservation Act** Recipients 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 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**Federal Debt Status** All recipients are required to be non-delinquent in their 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 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)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 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with 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 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients 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 26	**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. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors 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 at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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 32	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient 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 by reference.
Article 33	**Reporting Subawards and Executive Compensation** For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	**SAFECOM** Recipients receiving federal financial assistance 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	**Universal Identifier and System of Award Management** Recipients are required to 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, the full text of which is incorporated reference.
Article 39	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	**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 sub-recipients 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.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
Article 45	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2023-FG-06309	N/A	866000247	AWARD	WX03513N2024T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF GLENDALE 5850 W GLENDALE AVE GLENDALE, AZ 85301	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Vicki Rios	623-9302116	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/19/2024	OTHER - FEMA GO	COST SHARING	**Performance Period** 09/26/2024 to 09/25/2026 **Budget Period** 09/26/2024 to 09/25/2026

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	$0.00	$2,352,477.15	$2,352,477.15	$352,871.58
		Totals	$0.00	$2,352,477.15	$2,352,477.15	$352,871.58

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Vicki Rios	**10/01/2024**
18. FEMA SIGNATORY OFFICIAL (Name and Title) **PAMELA WILLIAMS, Assistant Administrator, Grant Programs Region 4**	**DATE** **09/19/2024**

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.L. PD - Fireworks Amendments Noise Ordinance Review
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Chief of Police, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Ordinance No. 02-25 amending the Buckeye City Code by amending Chapter 10, Miscellaneous Offense Regulations, Article 10-2, General Offenses, Officers in General, Section 10-1-2, Disturbing and Unnecessary Noise Prohibited, to insert "Fireworks" as Subsection 12; Chapter 10, Miscellaneous Offense Regulations, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, to delete Subsection B.6., D.4., and E.3.; and providing for repeal of conflicting ordinances; and provide for severability.

SUMMARY

PROJECT DESCRIPTION:

In order to clarify existing ordinance language and intent, the Council is requested to take action on Ordinance No. 02-25 amending the Buckeye City Code, Chapter 10, Miscellaneous Offenses Regulations, **Article 10-1-2 Disturbing and Unnecessary Noise Prohibited**; **Article 10-2-8 Discharge or Ignition of Fireworks**; and adoption of **Article 10-2-18 Second Response Program**. A comparison of other municipalities revealed that a civil penalty is common practice. An enforcement option of a Second Response Program provides additional alternatives to reduce the use of illegal fireworks that are disturbing the peace of neighborhoods and residents.

- Correct Conflicting Ordinance Language
  - Currently the ordinance classifies a noise violation as a class 3 misdemeanor and a civil fine of $500 in another section
- Classify the use of illegal fireworks as a civil penalty/fine of $1000 consistent with other municipalities
- Continuing philosophy of education first and enforcement only when necessary
- Continuing to allow law enforcement an option of citing violators for disorderly conduct

BENEFITS:

Amendment of Buckeye City Code Chapter 10 - Miscellaneous Offenses Regulations provides for a safe and sustainable quality of life for the citizens of Buckeye.

FUTURE ACTION:

Upon City Council approval, Ordinance No. 02-25 must be recorded with the Maricopa County Recorder's Office.

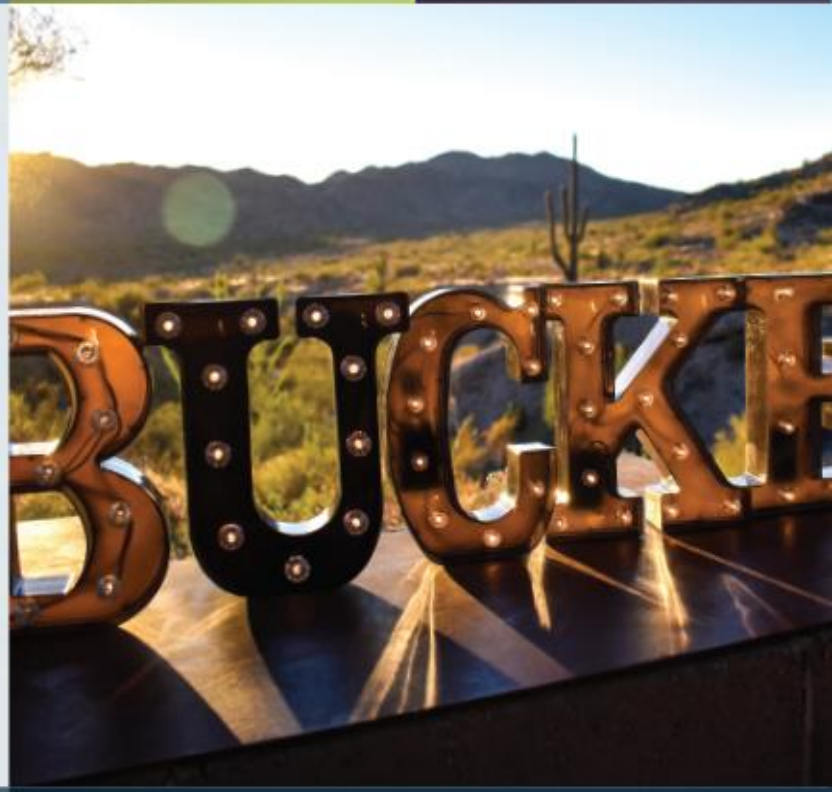
FINANCIAL IMPACT STATEMENT:
No financial impact

FISCAL YEAR:
2025

FUND/DEPARTMENT:
Police

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Fireworkscouncstudysession_1.pdf
Legislative_Version_-_Ordinance_No._02-25_Fireworks.pdf
Ordinance No. 02-25 Fireworks City Code Amendment.pdf
Summary Fireworks Ordinance Update and Clarification.pdf

Fireworks



Council Study Session

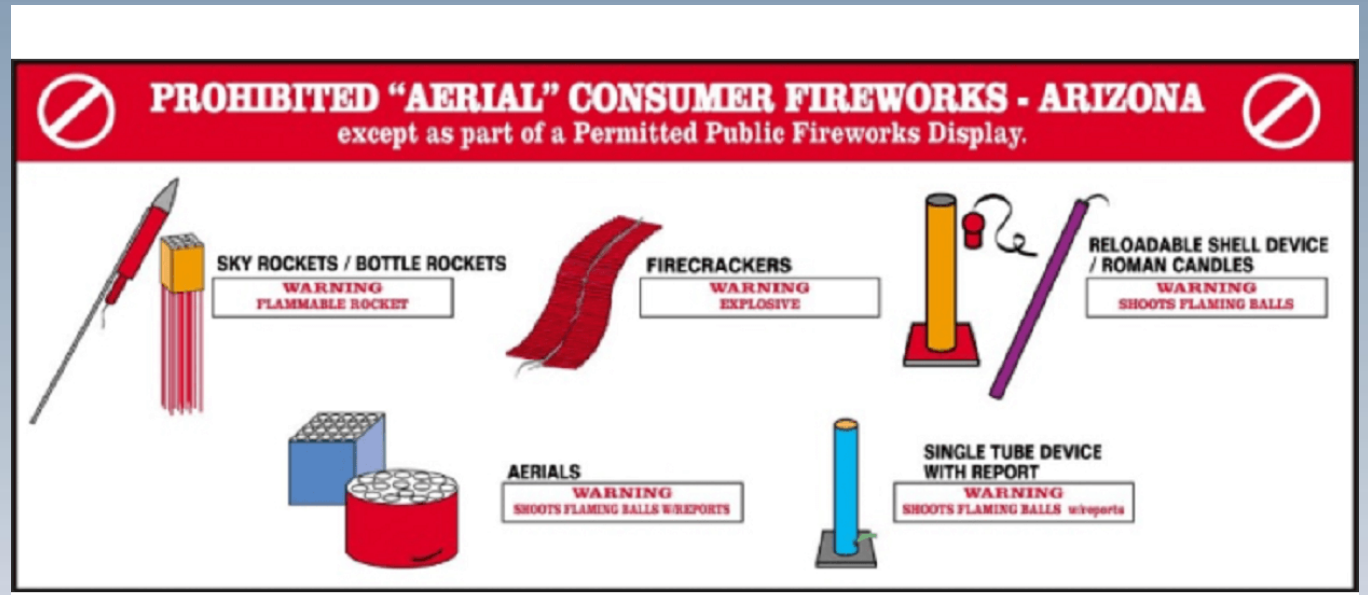
BUCKEYE, AZ
buckeyeaz.gov

Legal

PERMITTED "NON-AERIAL" CONSUMER FIREWORKS
NOVELTIES
SNAKES
SNAPPERS / DROP POPS
SMOKE DEVICES
-Emits Cloud of Smoke-
Smoke Balls
Smoke Cone
Cylindrical
Smoke Candle
GROUND SPARKLING DEVICES
BALL & DISK
SPINS ON GROUND. EMITS FLAME AND SPARKS.
CYLINDRICAL
Ground Bloom Flowers/ Crazy GroundHogs
PARTY POPPER
EMITS SHOWERS OF CONFETTI
PARTY POPPERS - BOTTLE TYPE
PARTY POPPERS - PISTOL TYPE
Morning Glory Sparkler
Sparklers
Sparkler Tree
Sparkling Devices:
Sparkling Devices:
SPARKLING Wheel DEVICES
GROUND BASED SPARKLERS
-UP TO 500 GRAMS-
Cone
Cylindrical
Square
California Rocket Shaped Fountain
OFFICER TUCSON POLICE DEPT.
TUCSON POLICE ARIZONA

SPARKLERS AND NOVELTIES LEGAL FOR SALE & USE IN ARIZONA
DE-REGULATED NOVELTIES
SPARKLERS
SMOKE DEVICES
-Emits Cloud of Smoke-
Smoke Balls
Smoke Cone
Cylindrical
Smoke Candle
NOVELTIES
SNAKES
PARTY POPPER
EMITS SHOWERS OF CONFETTI
CAUTION: FLAMMABLE
PERMITTED "NON-AERIAL" CONSUMER FIREWORKS
GROUND SPARKLING DEVICES
BALL & DISK
CYLINDRICAL
SPARKLING Wheel DEVICES
GROUND BASED SPARKLERS
-UP TO 500 GRAMS-
Cone
Cylindrical
Square
California Rocket Shaped Fountain
CAUTION
Emits Showers of Sparks
MAY NOT HAVE MORE THAN 500g OF EXPLOSIVE MIXTURE.
PROHIBITED "AERIAL" CONSUMER FIREWORKS - ARIZONA
except as part of a Permitted Public Fireworks Display.
SKY ROCKETS / BOTTLE ROCKETS
WARNING
FLAMMABLE ROCKET
FIRECRACKERS
WARNING
EXPLOSIVE
RELOADABLE SHELL DEVICE / ROMAN CANDLES
WARNING
SHOOTS FLAMING BALLS
AERIALS
WARNING
SHOOTS FLAMING BALLS W/REPORTS
SINGLE TUBE DEVICE WITH REPORT
WARNING
SHOOTS FLAMING BALLS W/REPORTS

Prohibited



Not all fireworks are legal in Arizona

Fireworks-Public Safety Campaign

- Police and Fire
  - Chief Jake Rhoades
  - Fire Marshal Nate Ryan
  - Chief Bob Sanders
  - Police PIO Carissa Planalp
  - West Valley Police and Fire Departments

Fireworks-Public Safety Campaign

- Phase 1- Social Media Communication Plan
  - West Valley Police and Fire Video
  - Holiday Posts
- Phase 2 -Fire Marshal Inspections
  - Approved Sales/Roadside Stands
  - Websites
  - Social Media Advertisements
- Phase 3- Increased Enforcement (Always prefer Education)
- Phase 4-City Code Amendments

FIREWORKS VIDEO

PRODUCED IN PARTNERSHIP WITH WEST VALLEY POLICE AND FIRE DEPARTMENTS

- SURPRISE PD
- EL MIRAGE PD
- GLENDALE PD
- PEORIA PD
- AVONDALE PD
- GOODYEAR PD

MOBILE
COMMAND
BPD

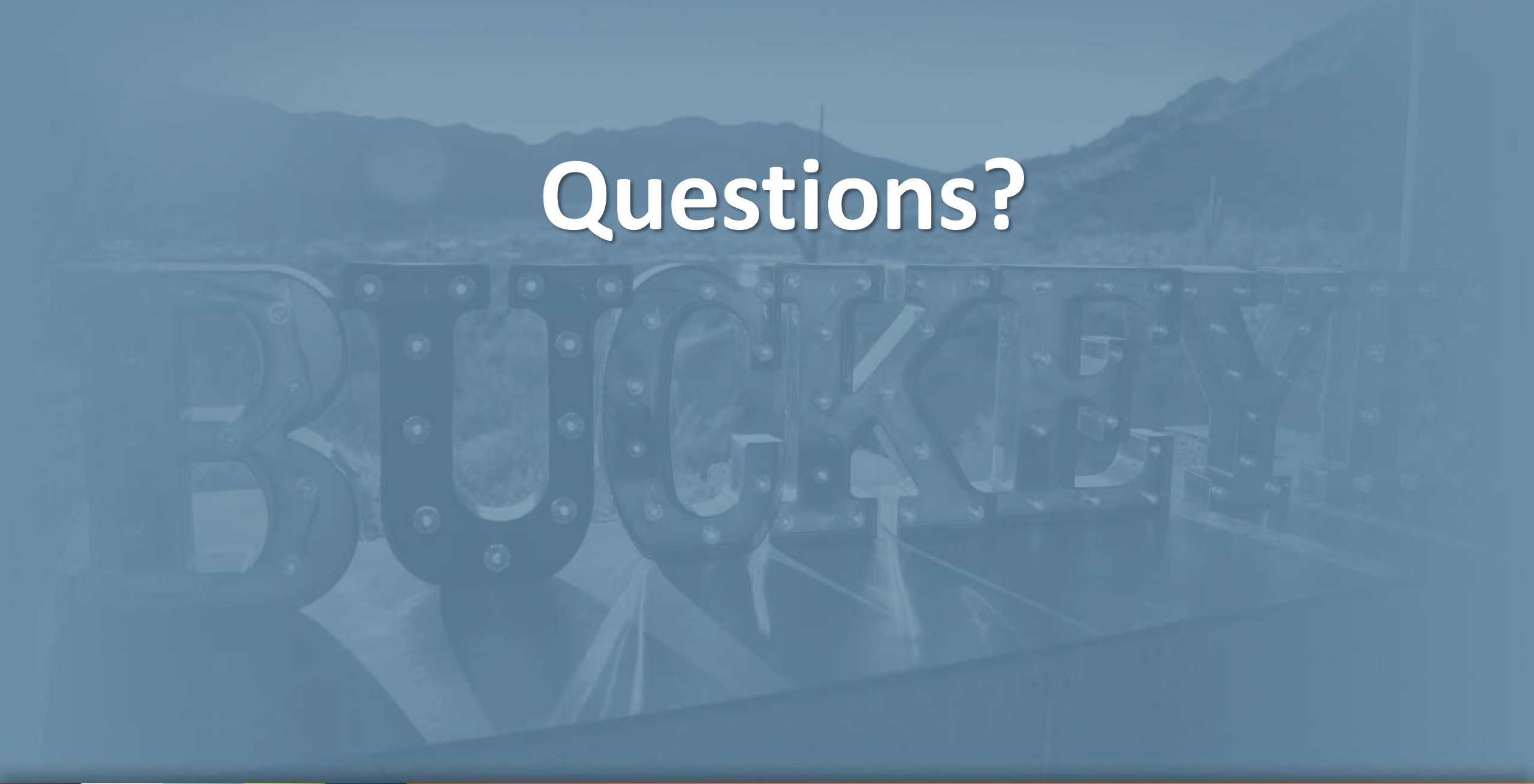
City Code Amendment

- Civil Fine-Misdemeanor
  - Conflict
- Second Response Ordinance
  - Modify Noise Ordinance
  - Warning
  - Homeowner Responsibility
  - Disorderly Conduct

TO THE RESPONSIBLE PARTY:

A complaint has been received by the Buckeye Police Department alleging excessive noise and/or loud or offensive language coming from your party, gathering or event. Section 10-1-18 of the Buckeye City Code states that in the event a second response is necessary (usually within a 24-hour period) at a party, gathering or event in which you are the responsible party and/or person in charge, and you are found to be in violation of A.R.S. 13-2904, a Class 1 Misdemeanor.

Questions?



The City Code is amended with additions in bolded capital letters and deletions in strikethrough:

Section 10-1-2 Disturbing and Unnecessary Noise Prohibited

A. Creation of unreasonably loud and disturbing noises prohibited. Subject to the provisions of this section the creating of any unreasonable loud, disturbing and unnecessary noises within the corporate limits of the city is hereby prohibited.

B. Noises detrimental to the life and health or public peace and welfare are prohibited. Noises of such character, intensity or duration as to be detrimental to the life or health of any individual or in disturbance of the public peace and welfare are hereby prohibited.

C. Enumeration of loud, disturbing and unreasonable noises; enumeration not exclusive. The following acts are declared to be loud, disturbing and unreasonable noises and noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:

1. Blowing horn or signal devices. The sounding or blowing of any horn or signal device or any automobile, truck, bus, motorcycle or other vehicle while not in motion, except as a danger signal if another vehicle is approaching, apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonable loud or harsh sound; and the sounding of such devices of any unnecessary and unreasonable period of time.

2. Sound production or reproduction devices. The playing of any radio, phonograph, stereo, television set, compact disc player, musical instrument, loud speaker(s), or any similar machines or devices for the producing or reproducing sound in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of persons on adjoining property or property within the vicinity.

   a. In addition to the provisions in section 10-1-2(C)(2), above, in residential subdivisions, any continuous sound production from devices such as those described in section 10-1-2(C)(2), above shall not emanate beyond the property boundary between the hours of 10:00 p.m. and 6:00 a.m. in such volume as to be heard on any adjoining residential property. A police officer may elect to issue a citation for violation of this section 10-1-2(C)(2)(a), if at least two (2) unrelated complainants from separate residences and with independent knowledge of the acts have signed a complaint. No person shall be found guilty of a misdemeanor for violating the provisions of this section 10-1-2(C)(2)(a), unless such complainants have made themselves available to testify in any court proceedings related to the complaint.

3. Yelling, shouting, etc., on streets. Yelling, shouting, hooting, whistling or singing in the public streets so as to annoy or disturb the quiet, comfort or repose of persons in any hospital, dwelling, hotel or other type of residence, or of persons in the vicinity.

4. Pets. The keeping of any animal, bird, or fowl which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person in the vicinity.

5. Use of vehicle.

   a. It shall be unlawful for any person within any residential area of the city to repair, rebuild or test any motor vehicle (1) between the hours of 10:00 p.m. of one day and 7:00 a.m. of the next day or (2) in such a manner that a reasonable person of normal sensitivity residing in the area is caused discomfort or annoyance.

b. No person shall operate or cause to operate any motor vehicle unless the exhaust system of such vehicle:

i Is free from defects which may cause sound level magnification.

ii. Is equipped with a muffler.

iii. Has not been modified in such a manner which will amplify or increase the sound level emitted by the motor of such vehicle above that emitted by a muffler originally installed on the vehicle as manufactured for initial sale.

6. Exhaust discharge. To discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or motorboat engine, except through a muffler or other device, which will effectively prevent loud or explosive noises therefrom.

7. Noise from landscape and golf course maintenance operations; construction activities; excavation of streets. Noise resulting from construction, erection, excavation, demolition, alteration or repair of any infrastructure, building, street or highway in any residential zoned area or district or that can be heard in any residential zoned area or district within the city shall take place only during that period of time which begins one hour prior to sunrise and ends at sunset, Monday through and including Saturday, subject to the following exceptions:

a. In the event of urgent necessity affecting the interest of public health and safety, the police chief or authorized designee may issue a written permit exempting a party from the time restrictions contained in this subsection for a period not to exceed thirty (30) days to resolve such emergency situation.

b. Upon application to the development services director or authorized designee prior to the initiation of the erection, excavation, demolition, alteration or repair of any building, street or highway in or near any residential zoned area or district within the city that the applicant wishes to perform at times other than those specified in this section and upon a determination by the city manager or authorized designee that (i) the public health and safety will not be impaired by the noise ordinance variance created by such erection, demolition, alteration or repair of any building or excavation of streets and highways and (ii) loss or inconvenience would not result to any party in interest, the city manager or authorized designee may grant a written permit for such noise ordinance variance.

8. Noises near hospitals, churches, etc. The creation of any excessive noise on any street adjacent to any institution of learning, church or court while the same is in session, or adjacent to any hospital, which unreasonably interferes with the workings or session thereof.

9. Loading and unloading operations. The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

10. Noises to attract attention. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise.

11. Loudspeakers or amplifiers on vehicles. The use of mechanical loudspeakers or amplifiers on automobiles, trucks, busses or other moving or standing vehicles for advertising or other purposes.

12. FIREWORKS. THE USE OF ANY FIREWORK, AS DEFINED BY A.R.S. § 36-1601, EXCEPT FOR THOSE USES AUTHORIZED BY SECTION 10-2-8 OR A.R.S. 36-1601, ET AL.

D. Exemptions. None of the terms or prohibitions of this section shall apply to or be enforced against:

1. Any vehicle of the city while engaged in necessary public business.
2. Excavation or repairs of bridges, streets or highways by or on behalf of the city, at night, when the public welfare and convenience renders it impossible to perform such work during the day.
3. Emergency vehicles.

E. No person shall operate a motor vehicle in such a manner which creates the squealing of tires in the roadway.

F. No person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle based on a distance of fifty (50) feet from the center of the lane or travel within the speed limits specified in this section:

	Speed Limit of 35 MPH or Less	Speed Limit of More than 35 MPH
1. Any motor vehicle with a manufacturer's gross vehicle weight rating of 6,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motor-cycle other than a motor-driven cycle.	88 DB(A)	92 DB(A)
2. Any other motor vehicle and any combination of vehicles towed by such motor vehicle.	82 DB(A)	86 DB(A)

(Ord. No. 34-10, § 2, 11-16-2010; Ord. No. 03-21, § 3, 1-19-2021)

Section 10-2-8 Discharge or Ignition of Fireworks

A. Definitions. The following words, terms and phrases, when used in this Section 10-2-8, shall have the meanings ascribed to them in this subsection 10-2-8(A), except where the context clearly indicates a different meaning:

1. "Consumer firework" means those fireworks defined by A.R.S. § 36-1601.
2. "Display firework" means those fireworks defined by A.R.S. § 36-1601.
3. "Expenses of an emergency response" means reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.
4. "Fireworks" means any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework, display firework or permissible consumer firework as defined by A.R.S. § 36-1601.

5. "Novelty items" means federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys as defined in A.R.S. § 36-1601.

6. "Permissible consumer fireworks" means those fireworks of the same title as defined by A.R.S. § 36-1601.

7. "Reasonable costs" includes the costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

8. "Supervised public display" means a monitored performance of display fireworks open to the public and authorized by permit issued by the city manager or authorized designee.

B. Fireworks prohibited; exceptions.

1. It shall be unlawful for any person, other than those parties engaged in a supervised public display, to use, discharge or cause the ignition of fireworks within the corporate limits of the city, except that the use of permissible consumer fireworks shall be allowed from May 4 through May 6, from June 24 through July 6, from December 24 through January 3, and on the second and third days of Diwali each year.

2. It shall be unlawful for any person to use permissible consumer fireworks between the hours of 11:00 p.m. and 8:00 a.m. on any day of the year, except that the use of permissible consumer fireworks shall be allowed between the hours of 11:00 p.m. on December 31 through 1:00 a.m. on January 1, and between the hours of 11:00 p.m. through July 4 and 1:00 a.m. on July 5.

3. It shall be unlawful, on all days during a stage one or higher fire restriction, for any person to use permissible consumer fireworks within a one-mile radius of the border of any municipal or county mountain preserve, desert park, regional park, designated conservation area, national forest, or wilderness area.

4. Nothing in this Section 10-2-8 shall be construed to prohibit the use, discharge or ignition of novelty items or the occurrence of a supervised public display of fireworks pursuant to a permit issued by the city.

5. Upon written application to the city on a form approved by the city, permits may be granted by the city manager or authorized designee for conducting a supervised public display of fireworks. Application to the city for a permit shall be made in writing not less than ten days prior to the date of the display. Every display shall be handled by a competent operator, and shall be of a character and located, discharged and fired so that it will not be hazardous to property or endanger any person. Before a permit is granted, the operator, location and handling of the display shall be approved, after investigation, by the city manager or authorized designee. After a permit is granted, the sale, possession, use and distribution of fireworks for the display shall be lawful for that purpose only. No permit is transferable or assignable. A permit shall not be issued, and may be revoked, during time periods of high fire danger warnings. The city manager or authorized designee has authority to impose conditions on any supervised public display permit granted.

~~6. Penalty. A violation of this section 10-2-8(B) shall be a class 3 misdemeanor.~~

C. Sale of fireworks.

1. No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under 16 years of age.

2. No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

3. Except as otherwise provided in this section and under state law, it shall be unlawful for any person to sell fireworks within the corporate limits of the city, except that the sale of permissible consumer fireworks is allowed from April 25 through May 6, from May 20 through July 6, from December 10 through January 3, and from two days before the first day of Diwali through the third day of Diwali each year.

D. Posting of signs by persons engaged in the sale of fireworks; civil penalty.

1. Prior to the sale of permissible consumer fireworks, every person engaged in such sales shall prominently display signs indicating the following:

State of Arizona
Consumer Fireworks Regulations
Arizona Revised Statutes section 36-1601, et al.

The use of permissible consumer fireworks as defined under state law is allowed:
May 4—May 6, June 24—July 6, December 24—January 3, and [insert relevant dates for Diwali]

The sale of permissible consumer fireworks as defined under state law is allowed:
April 25—May 6, May 20—July 6, December 10—January 3, and [insert relevant dates for Diwali]

All other fireworks are prohibited, except as authorized by local fire department permit.

The sale and use of novelties known as snappers (pop-its), party poppers, glow worms, snakes, toy smoke devices and sparklers are permitted at all times.

Permissible consumer fireworks may not be sold to persons under 16 years of age.

Check with your local fire department for additional regulations and dates before using.

2. Signs required pursuant to this section shall be eight and one-half inches by eleven inches in size, on cardstock paper in landscape orientation, and placed by each retail sales display of permissible consumer fireworks.

3. Every person who sells permissible consumer fireworks to the public shall comply with rules adopted pursuant to A.R.S. § 36-1609 relating to the storage of consumer fireworks and relating to the retail sale of consumer fireworks before selling permissible consumer fireworks to the public.

~~4. A violation of subsection 10-2-8(D)(1) or (D)(2) shall be a civil offense punishable by base fine of up to $500.00.~~

E. Enforcement.

1. The city manager or authorized designee, a city police officer or marshal, or the city attorney may issue civil complaints to enforce those provisions of this Section 10-2-8 designated as civil offenses.

2. Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

3. ~~A city police officer or marshal or the city attorney may issue criminal complaints to enforce this article.~~

F. Liability for emergency responses related to use of fireworks; definitions.

1. A person who uses, discharges or ignites permissible consumer fireworks, fireworks or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, shall be strictly liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this Section 10-2-8 shall be prima facie evidence of liability under this section.

2. The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection 10-2-8(F)(1). The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

G. Penalty. The penalty for violating any prohibition or requirement imposed by this Section 10-2-8 is a civil penalty of $1,000.00.

(Ord. No. 34-10, § 2, 11-16-2010; Ord. No. 08-14, §§ 1—5, 7-1-2014; Ord. No. 16-23, § 2, 4-18-2023)

WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 02-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AMENDING THE BUCKEYE CITY CODE BY AMENDING CHAPTER 10, MISCELLANEOUS OFFENSE REGULATIONS, ARTICLE 10-1 GENERAL OFFENSES, OFFICERS IN GENERAL, SECTION 10-1-2, DISTURBING AND UNNECESSARY NOISE PROHIBITED, TO INSERT "FIREWORKS" AS SUBSECTION 12; CHAPTER 10, MISCELLANEOUS OFFENSE REGULATIONS, ARTICLE 10-2, PUBLIC SAFETY OFFENSES, SECTION 10-2-8, DISCHARGE OR IGNITION OF FIREWORKS, TO DELETE SUBSECTION B.6., D.4., AND E.3.;AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Council of the City of Buckeye, Arizona ("City") are authorized by City Code Chapter 2, Article 2-5, Section 2-5-4 to adopt and/or amend all ordinances necessary or proper for the carrying into effect of the powers vested in the City; and,

WHEREAS, the Mayor and Council believe that it is in the best interest of the City to amend particular sections of the City Code applicable to fireworks to include fireworks in the list of Disturbing and Unnecessary Noise Prohibited and to clarify the penalty for violations for unlawful discharge or ignition of fireworks.

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

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

Section 2. The City Code is hereby amended by amending Chapter 10, Miscellaneous Offense Regulation, Article 10-1, General Offenses, Section 10-1-2, Disturbing and Unnecessary Noise Prohibited, to add Subsection 12. Fireworks, as follows:

12. Fireworks. The use of any firework, as defined by A.R.S. § 36-1601, except for those uses authorized by Section 10-2-8 or A.R.S. 36-1601, et al.

Section 3. The City Code is hereby amended by amending Chapter 10, Miscellaneous Offense Regulation, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, Subsection B. Fireworks prohibited; exceptions, is amended to delete sub-subsection 6., which states:

6. Penalty. A violation of this section 10-2-8(B) shall be a class 3 misdemeanor.

Section 4. The City Code is hereby amended by amending Chapter 10, Miscellaneous Offense Regulation, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, Subsection D. Posting of signs by persons engaged in the

sale of fireworks; civil penalty, is amended to delete sub-subsection 4 is amended to delete sub-subsection 6., which states:

4. A violation of subsection 10-2-8(D)(1) or (D)(2) shall be a civil offense punishable by base fine of up to $500.00.

Section 5. The City Code is hereby amended by amending Chapter 10, Miscellaneous Offense Regulation, Article 10-2, Public Safety Offenses, Section 10-2-8, Discharge or Ignition of Fireworks, Subsection E. Enforcement, is amended to delete sub-subsection 3., which states:

3. A city police officer or marshal or the city attorney may issue criminal complaints to enforce this article.

Section 6. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 8. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 7th day of January, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

Fireworks Ordinance Update and Clarification

GOALS:

- Correct Conflicting Ordinance Language
    - Currently the ordinance classifies a noise violation as a class 3 misdemeanor and a civil fine of $500 in another section

- Classify the use of illegal fireworks as a civil penalty/fine of $1000 consistent with other municipalities

- Continuing philosophy of education first and enforcement only when necessary

- Provide an additional enforcement alternative by adopting a Second Response Program utilized by other municipalities to hold property owners responsible for violations

- Continuing to allow law enforcement an option of citing violators for disorderly conduct

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.M. WR - Reliable Water Solutions Professional Services Agreement
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Professional Services Agreement (Contract No. 2025220) between the City of Buckeye, an Arizona municipal corporation, and Reliable Water Solutions, LLC, a California limited liability company, for required maintenance, training, calibration, process control, and reporting of laboratory equipment and flow measurement meters within the City of Buckeye's wastewater facilities; and to authorize the City Manager to execute said Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Through the Professional Services Agreement, Reliable Water Solutions will perform the maintenance, training, calibration, process control, and reporting of laboratory equipment and flow measurement meters within the City of Buckeye's wastewater facilities. Specifically, these required services will be performed at the Festival Ranch, Tartesso, Central, and Sundance Water Reclamation Facilities (WRFs), as well as the collection system's Lift and Booster Stations. This is a multi-year PSA for an annual service cost starting at $69,003.00 in Year 1 and ending at $83,873.58 in Year 5. The year over year fiscal impact is in the Financial Impact Statement section.

BENEFITS:
Maintaining the city's major assets and ensuring a secure and safe water supply through proper maintenance and training.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
The total contract amount is $381,285.13 across five years. The costs per year are as follows:

- Year 1 = $69,003.00
- Year 2 = $72,453.15
- Year 3 = $76,075.81
- Year 4 = $79,879.60
- Year 5 = $83,873.58

CURRENT FISCAL YEAR TOTAL COST:
$69,003.00

BUDGETED:
Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:
40013229-520543

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
4M PSA 2025220 with RWS.pdf

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
RELIABLE WATER SOLUTIONS, LLC
CONTRACT NO. 2025220

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Reliable Water Solutions, LLC, a California limited liability company (the "Contractor").

RECITALS

A. The City issued an Invitation for Bids, "IFB No. 2025220 Annual Training, Calibration and Quarterly Maintenance and Repairs of Laboratory Equipment and Process Control and Flow Measurement Meters," (the "IFB"), a copy of which is on file in the City's Finance Department and incorporated herein by reference, seeking bids from contractors for professional services.

B. The Contractor submitted a bid in response to the IFB (the "Bid"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor to provide Annual Training, Calibration and Quarterly Maintenance and Repairs of Laboratory Equipment and Process Control and Flow Measurement Meters (the "Services").

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 City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for one (1) year (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four (4) successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interest of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the

"Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Contractor. Prior to commencing the Services, the Contractor shall tour the Project site and become familiar with existing conditions, including utilities, and notify the City of any constraints associated with the Project site.

3. Compensation. The City shall pay the Contractor an amount not to exceed **Three Hundred Eighty-One Thousand Two Hundred Eighty-Five Dollars and Thirteen Cents ($381,285.13)** for the Services at the rates set forth in the Bid, attached hereto as a part of Exhibit A and outlined in the table below.

Description	NTE Amounts
Festival Ranch	$8,071.00
Tartesso	$4,435.00
Central Beloat	$40,433.00
Sundance WRF	$8,891.00
Lift & Booster Stations	$1,053.00
Annual Training	$6,120.00
YEAR 1 TOTAL	**$69,003.00**
YEAR 2 TOTAL	**$72,453.15**
YEAR 3 TOTAL	**$76,075.81**
YEAR 4 TOTAL	**$79,879.60**
YEAR 5 TOTAL	**$83,873.58**
Total	**$381,285.13**

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City. The City may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

7. Contractor Personnel. The Contractor shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. The Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during the Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses. The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide the Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Contractor shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Contractor warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee, or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance

coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing

applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Contractor. The Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Contractor shall provide the City with the necessary endorsements to ensure the City is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance

is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If the Contractor employs anyone who is required by law to be covered by workers' compensation insurance, the Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. The Contractor shall provide at least 30 days prior written notice to the City before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The City may, by written notice to the Contractor as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, the Contractor shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of

such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to the Contractor in the event that the Services are permanently abandoned. If the Contractor abandons the Services without the consent of the City, the Contractor shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Contractor to complete the Services and the contract price for the Contractor under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the City as a result of delays caused by abandonment of the Services by the Contractor. The City shall use its best efforts to replace the Contractor within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The City 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 the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City'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. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Contractor shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the City copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the City, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Contractor will be without liability or legal exposure to the Contractor. The Contractor shall appraise the work it has completed and submit the appraisal to the City for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The City may, for its convenience, order the Contractor, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the City in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided

under this Agreement so long as the Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Contractor do not intend to nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

16.3 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement 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 this 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.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.

16.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Contractor.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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

16.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts the Contractor owes to the City for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts the Contractor owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

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

If to the City: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85236
Email: contracts@buckeyeaz.gov

With copy to: City of Buckeye
530 E. Monroe Avenue
Buckeye, Arizona 85326
Email: legal@buckeyeaz.gov

If to Contractor: Reliable Water Solutions, LLC
22400 Barton Road, #21-526
Grand Terrace, CA 92313
Attn: Ohm Kongtang, Principal
Email: ohm@reliablewatersolutions.com

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

16.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all City policies, standards, regulations, and restrictions regarding access and usage of the City's information and communication technology resources. The Contractor shall enforce all such policies, standards, regulations, and restrictions with all the Contractor's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Contractor's employees, agents, and subcontractors must receive prior, written approval from the City before being granted access to the City's information and communication technology resources and data. The

City, in its sole discretion, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All City data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor in connection with this Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use City data and information.

D. Data Security. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When City information, regardless of its format, is no longer required by the Contractor to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall immediately notify the City Manager, or authorized City designee. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data by the Contractor and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

G. Survival. The obligations of the Contractor under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 16.18, the Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent

necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the City to audit Records as set forth in this subsection, the Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor'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.

16.19 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, or the Bid, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the City.

16.22 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

16.25 Clickwrap Terms Excluded. In the event the Contractor's terms of sale or service were provided to the City only upon "acceptance" of a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City issued or approved contract or the terms of this Professional Services Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"	"**Contractor**"
CITY OF BUCKEYE, an Arizona municipal corporation	RELIABLE WATER SOLUTIONS, LLC, a California limited liability company
	Ohm Kongtang
Dan Cotterman, City Manager	Ohm Kongtang, Principal

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAN98v1PLm7Lv3ue6C_XzbrqZt0wSZlMy1

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
RELIABLE WATER SOLUTIONS, LLC

[Bid]

See following pages.

November 15, 2024

Travis Stewart
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326

RE: Request for Bids Dated October 21, 2024
Annual Training, Calibration, and Quarterly Maintenance and Repairs of Laboratory Equipment and Process Control and Flow Measurement Meters

Dear Mr. Stewart,

Reliable Water Solutions, LLC (RWS) is excited to present our understanding and approach in response to your Request for Bids for the annual training, calibration, quarterly maintenance, and reports of laboratory equipment and process control and flow measurement meters within the City of Buckeye's service area. With a deep commitment to excellence and a track record of successful partnerships, we are confident in our ability to meet and exceed your expectations.

Our understanding and approach encompass the following key points, tailored to address the specific requirements and priorities of the City of Buckeye:

1. Local Dedicated Technicians: We take pride in our team of dedicated local technicians, who comprehensively understand the unique challenges and intricacies of water quality management within the city's region. Their proximity allows for quick response times and ensures efficient service delivery.

2. Experience with Instruments: Our technicians are highly experienced in operating and maintaining all the instruments specified in the bid. Whether it be spectrophotometers, chlorine analyzers, turbidimeters, flow meters, or any other equipment, we have the expertise to ensure accurate and reliable results.

3. Proven Track Record: As evidenced by our recent contract within the City of Buckeye and the surrounding areas, we have established ourselves as a

trusted partner in providing analytical calibration and verification services. Our successful track record speaks to our ability to meet the needs of our clients consistently.

4. Fast Response Times: We understand the importance of prompt attention to any issues or inquiries that may arise. With our local presence and dedicated support team, we guarantee fast response times to address any concerns and minimize downtime in your operations.

5. Full Qualifications for the Bid: RWS possesses all the qualifications outlined in the bid requirements, including certifications, licenses, and insurance coverage. We are fully equipped and prepared to fulfill all contractual obligations with the highest level of professionalism and competence.

In summary, Reliable Water Solutions is fully committed to delivering exceptional analytical calibration and verification services to the City of Buckeye. Our local presence, experienced technicians, proven track record, fast response times, and comprehensive qualifications position us as the ideal partner for your water quality management needs.

Thank you for considering our proposal. We eagerly anticipate the opportunity to discuss further how we can support your objectives and contribute to the continued success of the City of Buckeye.

Best regards,

Ohm Kongtang
Principal
Direct: 909-645-6441
Email: ohm@reliablewatersolutions.com

Vicki Ayala
Business Manager
Direct: 951-441-9391
Email: vicki@reliablewatersolutions.com

Reliable Water Solutions, LLC
22400 Barton Rd., #21-526
Grand Terrace, CA 92313
Office: 833-293-4224
Website: www.reliablewatersolutions.com
Sales Email: sales@reliablewatersolutions.com
Service Email: service@reliablewatersolutions.com
Accounting Email: accounting@reliablewatersolutions.com

TABLE OF CONTENTS

RWS Service Group Mission Statement	Page 4
Section 4 Bid Forms	Pages 5-6
Section 5 Bid Certification/Conflict of Interest Certification	Page 7
Cost Estimate Detail	Pages 8-15
Statement of No Deviations for IFB No. 2025220	Page 16

MISSION STATEMENT

Reliable Water Solutions' mission is to develop long-term partnerships by consistently delivering prompt, reliable, and cost-effective solutions for our clients. We aim to be a trusted partner in providing expert advice, service, training, and support to help our clients optimize performance, maximize productivity, maintain compliance, and achieve their objectives.

SECTION 4 BID FORMS

SECTION 4
BID FORMS
BASE BID:

The undersigned proposes to complete all of the Work as specified in the Scope of Work of IFB No. 2025220 and all associated amendments for the sum of:

Sixty-nine thousand and three Dollars Zero Cents
($69,003.00). Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

Annual Calibration and Quarterly Maintenance of Laboratory Equipment and Process Control and Flow Measurement Meters				
Location	**Address**	**Qty**	**Price**	**Total**
Festival Ranch WRF	18940 North 287th Ave, Buckeye, AZ 85396	4	$8,071.00	$8,071.00
Tartesso WRF	31550 West McDowell Road, Buckeye, AZ 85396	4	$4,435.00	$4,435.00
Central Beloat WRF	915 South 7th Street, Buckeye, AZ 85326	4	$40,433.00	$40,433.00
Sundance WRF	21760 West Watkins Street, Buckeye, AZ 85326	4	$8,891.00	$8,891.00
Parcel 7 Lift Station	23867 West Jefferson Street, Buckeye, AZ 85326	4	$351.00	$351.00
Northeast Lift Station	20100 West Yuma Road, Buckeye, AZ 85326	4	$351.00	$351.00
Tract A Booster Station	22625 West Durango Street, Buckeye, AZ 85326	4	$351.00	$351.00
Water Production Annual Training				
Jackie Meck Water Campus	23945 West Broadway Road, Buckeye, AZ 85326	1	$6,120.00	$6,120.00
			Total	$69,003.00
			Annual Escalation Rate for Pricing	5%

*** Any needed repairs identified, either during the annual calibrations or quarterly inspections, will be addressed via a separate formal quotation within three (3) business days.**

IFB 2025220: Annual Training, Calibration and Quarterly Maintenance and Repairs of Laboratory Equipment and Process Control and Flow Measurement Meters

Company Name: Reliable Water Solutions, LLC

Authorized Representative: Ohm Kongtang

Title: Principal

Address: 22400 Barton Rd., #21-526, Grand Terrace, CA 92313

Phone Number: 833-293-4224 Email Address: sales@reliablewatersolutions.com

Website Address: www.reliablewatersolutions.com

The undersigned Offeror's declares to have read and fully understand the IFB and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if this bid is submitted and accepted, company will contract to perform in accordance with the Scope of Work.

Signature of Authorized Representative:

Printed Name of Authorized Representative: Ohm Kongtang

Date: 11/15/2025

END OF SECTION 4

SECTION 5 BID CERTIFICATION / CONFLICT OF INTEREST CERTIFICATION

SECTION 5

BID CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

(✓) There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with **IFB No. 2025220**, for Annual Training, Calibration and Quarterly Maintenance and Repairs of Laboratory Equipment and Process Control and Flow Measurement Meters in the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

AMENDMENTS: Receipt of the following Amendments is acknowledged, and the provisions are included in this IFB:

Amendment No._____ Dated_____
Amendment No._____ Dated_____
Amendment No._____ Dated_____
Amendment No._____ Dated_____

Firm Name: Reliable Water Solutions, LLC

Address: 22400 Barton Rd., #21-526

City: Grand Terrace, State: CA Zip: 92313

(Signature Required)

Ohm Kongtang
(Print name)

Principal
(Print title)

(Federal Taxpayer ID Number)

11/15/2024
(Date)

END OF SECTION 5

COST ESTIMATE DETAIL

Festival Ranch WRF

Manufacturer	Instrument	Serial Number	Ann. Visits	Annual Service Cost
Hach	HQ440D	TBD	4	616.00
Hach	DR900	TBD	4	416.00
Hach	2100Q	TBD	4	679.00
Hach	HQ30D	232342100038	4	616.00
Krohne	Flow Meter	007/06	4	$351.00
Krohne	Flow Meter	3317/05	4	$351.00
Krohne	Flow Meter	0111/06	4	$351.00
McCrometer	Flow Meter	UP21-0579	4	$351.00
Hach	TU5300sc	2274687	4	1,055.00
Hach	SC200	210466011885	4	476.00
Siemens	Flow Meter	JN03259	4	$351.00
Hach	LDO	TBD	4	624.00
Hach	SC4500	TBD	4	605.00
Hach	LDO	TBD	4	624.00
Hach	SC4500	TBD	4	605.00
			TOTAL ANNUAL COST:	**8,071.00**

Tartesso WRF

Manufacturer	Instrument	Serial Number	Ann. Visits	Annual Service Cost
Hach	DR900	TBD	4	416.00
Hach	HQ440D	TBD	4	616.00
Hach	2100Q	TBD	4	679.00
HF Scientific	MTOL+	TBD	4	1,055.00
Hach	HQ1130	210981130064	4	616.00
Toshiba	Flow Meter	044041259	4	$351.00
Toshiba	Flow Meter	054041658	4	$351.00
Toshiba	Flow Meter	044041491	4	$351.00
		TOTAL ANNUAL COST:		**$4,435.00**

Central Beloat WRF

Manufacturer	Instrument	Serial Number	Ann. Visits	Annual Service Cost
Hach	HQ30D	TBD	4	616.00
Hach	2100Q	TBD	4	679.00
Hach	DR3700	TBD	4	$1,253.00
Hach	TU5300	TBD	4	1,055.00
Hach	CL17	TBD	4	$1,800.00
A&D	GR120	14206459	4	$267.00
Hach	DR3900	2214562	4	$1,253.00
Hach	HQ30D	170100009603	4	616.00
Thermo Scientific	Orion Star A200	X48016	4	616.00
Hach	DRB200	1172102	4	$1,071.00
Hach	Sigma 900	070300054811	4	$1,648.00
A&D	MX-50	TBD	4	$267.00
Hach	TL2300	2022110C0215	4	$388.00
Teledyne	Flow Meter	220M00788	4	$351.00
Flexim	Flow Meter	N1HN280067	4	$351.00
Flexim	Flow Meter	UP21-1139	4	$351.00
Siemens	Flow Meter	UP21-1140	4	$351.00
McCrometer	Flow Meter	UP21-1142	4	$351.00
McCrometer	Flow Meter	UP21-1547	4	$351.00
McCrometer	Flow Meter	72107862	4	$351.00
McCrometer	Flow Meter	UP21-1454	4	$351.00
Flexim	Flow Meter	UP21-1137	4	$351.00
McCrometer	Flow Meter	UP21-1137	4	$351.00
McCrometer	Flow Meter	UP21-1141	4	$351.00
McCrometer	Flow Meter	FD37782A	4	$351.00
McCrometer	Flow Meter	FD31809A	4	$351.00

Kurz	Flow Meter	FD242004	4	$351.00
Kurz	Flow Meter	FD37781A	4	$351.00
Kurz	Flow Meter	FD42351A	4	$351.00
Kurz	Flow Meter	FD42353A	4	$351.00
Kurz	Flow Meter	FD42352A	4	$351.00
Kurz	Flow Meter	FD42347A	4	$351.00
Kurz	Flow Meter	FD42349A	4	$351.00
Kurz	Flow Meter	FD42348A	4	$351.00
Kurz	Flow Meter	FD42354A	4	$351.00
Kurz	Flow Meter	FD42355A	4	$351.00
Kurz	Flow Meter	FD37782A	4	$351.00
Kurz	Flow Meter	FD31809A	4	$351.00
Hach	LDO	290000067	4	624.00
Hach	LDO	22700001	4	624.00
Hach	LDO	20210000032	4	624.00
Hach	LDO	17170000051	4	624.00
Hach	LDO	171700000042	4	624.00
Hach	LDO	14090000053	4	624.00
Hach	LDO	203010000029	4	624.00
Hach	LDO	171700000056	4	624.00
Hach	LDO	171700000050	4	624.00
Hach	LDO	171700000041	4	624.00
Hach	LDO	171700000045	4	624.00
Hach	LDO	171700000048	4	624.00
Hach	LDO	203280000004	4	624.00
Hach	LDO	203200000006	4	624.00
Hach	LDO	202200000008	4	624.00
Hach	LDO	203140000011	4	624.00
Hach	LDO	290000046	4	624.00
Hach	TU5300sc	1927360	4	1,055.00

Hach	TU5300sc	TBD	4	1,055.00
Hach	TU5300sc	TBD	4	1,055.00
Hach	SC200	2116053	4	476.00
Hach	TU5300sc	1907C0179638	4	1,055.00
Hach	SC200	1927360	4	476.00
Hach	TU5300sc	TBD	4	1,055.00
Hach	SC200	2105532	4	476.00
Hach	TSS	2172541	4	$509.00
Hach	TSS	2172341	4	$509.00
Hach	CL17	220700016619	4	$1,800.00
			TOTAL ANNUAL COST:	**$40,433.00**

Sundance WRF

Manufacturer	Instrument	Serial Number	Ann. Visits	Annual Service Cost
Hach	DR3900	TBD	4	$1,253.00
Hach	DO	TBD	4	624.00
YSI	pH	TBD	4	$803.00
Hach	HQ411D	TBD	4	616.00
Hach	2100Q	2406D000237	4	679.00
Hach	TU5300sc	2319689	4	1,055.00
Endress Hauser	Flow Meter	A602BE16000	4	$351.00
Endress Hauser	Flow Meter	A602BD16000	4	$351.00
Endress Hauser	Flow Meter	A602BC16000	4	$351.00
Khrone	Flow Meter	S15304091	4	$351.00
Endress Hauser	Flow Meter	W2096516000	4	$351.00
Endress Hauser	Flow Meter	TBD	4	$351.00
Endress Hauser	Flow Meter	L2019B12000	4	$351.00
Endress Hauser	Flow Meter	W106B216000	4	$351.00
Endress Hauser	Flow Meter	P9243A19000	4	$351.00
Endress Hauser	Flow Meter	A602BA16000	4	$351.00
Endress Hauser	Flow Meter	A602F416000	4	$351.00
			TOTAL ANNUAL COST:	**$8,891.00**

Lift & Booster Stations

Manufacturer	Instrument	Serial Number	Ann. Visits	Annual Service Cost
PLANT: PARCEL 7 LIFT STATION				
McCrometer	Flow Meter	TBD	4	$351.00
PLANT: NORTHEAST LIFT STATION				
McCrometer	Flow Meter	TBD	4	$351.00
PLANT: TRACT A BOOSTER STATION				
McCrometer	Flow Meter	TBD	4	$351.00
			TOTAL ANNUAL COST:	**$1,053.00**

Water Production Annual Training

Service	Ann. Visits	Annual Service Cost
PLANT: JACKIE MECK WATER CAMPUS		
Annual training services: Up to 24 hours (3 days)	1	$6,120.00
TOTAL ANNUAL COST:		**$6,120.00**

Statement of No Deviations
for IFB No. 2025220

Reliable Water Solutions, LLC hereby certifies that it takes no exceptions to this IFB No. 2025220, including the Sample Professional Service Agreement attached to the IFB as Attachment A.

Vicki Ayala
Business Manager
Reliable Water Solutions, LLC

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.N. WR - BWCDD Irrigation Water IGA
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6102	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Intergovernmental Agreement (IGA) for Irrigation Water between the City of Buckeye, an Arizona municipal corporation, and the Buckeye Water Conservation and Drainage District (BWCDD), a political subdivision of the state of Arizona; to authorize the Mayor to execute and deliver said IGA; and to authorize and direct the Mayor, City Manager, City Attorney, and City Clerk to take all steps necessary to carry out the purpose and intent of the IGA.

SUMMARY

PROJECT DESCRIPTION:
Over the last decade or more, the Water Resources Department (WRD) has annually purchased up to 1,500-acre feet of irrigation water from the BWCDD. This water is specifically used to service the city's irrigation customers. Previously, the purchase of this water was done via direct pay. The execution of this IGA memorializes the arrangement between the City and BWCDD, and allows subsequent irrigation water purchases pursuant to the IGA to conform to the City's standard purchase order (PO) process. The Intergovernmental Agreement does not increase WRD's spending.

BENEFITS:
Formalizing WRD's relationship with BWCDD for the purchase of irrigation water.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
The annual cost detailed in the Intergovernmental Agreement is the same as is currently spent by WRD on BWCDD's irrigation water.

CURRENT FISCAL YEAR TOTAL COST:
As budgeted, the total annual cost will not exceed $97,500.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
40003211-526026

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

Review.
ATTACHMENTS:
IGA COB and BWCDD.pdf

INTERGOVERNMENTAL AGREEMENT

FOR IRRIGATION WATER

BETWEEN

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

AND

THE CITY OF BUCKEYE, ARIZONA

CONTRACT NUMBER _____

PREAMBLE

This Intergovernmental Agreement ("Agreement" or "IGA") is made and entered into this _____ day of _____, 20_____, by and between Buckeye Water Conservation Drainage District, a political subdivision of the State of Arizona ("BWCDD") and the City of Buckeye, Arizona, an Arizona municipal corporation ("City) (collectively, the "Parties").

RECITALS

WHEREAS, BWCDD owns and operates the Buckeye Irrigation Canal;

WHEREAS, BWCDD, pursuant to its authority under A.R.S. § 45-411.01 and otherwise supplies a total of nearly 130,000 acre-feet of water for irrigation annually to its customers; and

WHEREAS, pursuant to Article 13, Section 5 of the Arizona Constitution, City is a water provider to properties within its municipal boundaries, including flood irrigation properties;

WHEREAS, City has purchased water from BWCDD, for City's delivery to residential flood-irrigation properties within City's municipal boundaries; and

WHEREAS, BWCDD and City desire to enter into an intergovernmental agreement (a/k/a IGA) to identify the general terms and conditions to be considered in connection with the sale of irrigation water; and

WHEREAS, BWCDD and City are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.*; and

NOW, THEREFORE, in consideration of the mutual performance of services by BWCDD and payment by City as set forth herein, BWCDD and City agree as follows:

AGREEMENT

1. Authority

The above Recitals are incorporated into this Agreement and all rights and obligations of the Parties shall be governed by the terms of this Agreement.

2. Definitions

As used throughout this Agreement, defined and capitalized terms set out in the body of this Agreement are synonymous with the definitions set out in this Section 2. Ambiguity as to a defined term in the body of this Agreement shall be resolved in favor of the definition of the term below.

Acre-feet or **Acre-foot** means 325,851 gallons of water.

Agreement means this document and all exhibits, attachments and appendices, including all subcontracts or amendments, attached hereto.

Applicable Law means any federal, state, or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, or license requirement or other Governmental Entity requirement or restriction, or any interpretation or administration of any of the foregoing by any Governmental Entity.

Fiscal Year means July 1 to June 30.

Governmental Entity or **Governmental Entities** means any governmental or quasi-governmental entity, agency, authority, board, commission, or governing body authorized by federal, state, or local laws or regulations as having jurisdiction over the subject matter hereof.

Irrigation Water means water for flood irrigation residential real properties situated in the City that are eligible to receive water from BWCDD.

3. Term of Agreement

The initial term of this Agreement shall be for two (2) years from the date executed by both Parties (the "Term"). The Term of this Agreement shall be automatically extended and renewed annually without further action of the Parties after the initial term expires, unless either Party exercises its right to terminate this Agreement during the extended term. A Party may terminate this Agreement any time during the extended term by providing the other Party ninety (90) days' prior written notice.

4. Performance; Rates; Compensation to BWCDD by City; Invoicing

4.1. BWCDD agrees to transfer and physically deliver to the City, Irrigation Water in an amount not to exceed one thousand five hundred (1,500) acre-feet per Fiscal Year ("Irrigation Water Delivery").

4.2. The Parties will evaluate and identify any legal limitations associated with Irrigation Water Delivery to residential properties in the City.

4.3. The Parties shall work cooperatively to schedule Irrigation Water Deliveries requested by City.

4.4. In consideration of such transfer and physical delivery of Irrigation Water to the City, the City agrees to remit payment to BWCDD in the sum of sixty-five dollars ($65.00) per acre-foot of Irrigation Water, subject to periodic reasonable adjustments and not less than sixty (60) days' advance written notice to the City of any such adjustment.

4.5. BWCDD will invoice City quarterly for all sums due to BWCDD per Section 4 of this Agreement. City shall pay BWCDD invoiced charges within thirty (30) days of the invoice date.

4.6. BWCDD may terminate this Agreement pursuant to Section 16, Termination, for failure or refusal by City to pay any balance due under this Agreement. Notwithstanding termination, the Parties agree that all sums not in dispute will be paid. Costs and credits in dispute will be addressed pursuant to Sub-section 4.7 until such costs and credits are not in dispute, which at such time will be paid, accordingly.

4.7. City may request a credit or adjustment of any portion of an invoice that City believes is in error, provided satisfactory written documentation is received within (90) days from the invoice date. Credits or adjustments that have not been requested in writing within the ninety-(90) day period shall be deemed waived, and an adjustment or credit will not be given.

5. Audit

The Parties must give thirty (30) calendar days' prior written notice to each other prior to conducting an audit of records The Parties agree that the ability to conduct audits survives the termination of this Agreement for up to three (3) years, consistent with the provisions in Records, Sub-section 18.7.

6. No Warranties as to Quality

The irrigation water shall be provided to City on an 'as-is' basis, and any necessary treatment shall be the responsibility of City. City shall be responsible at its cost and expense, for causing Irrigation Water provided to City to meet all water quality standards required by any governmental entity having jurisdiction. BWCDD makes no covenants, guarantees, or warranties as to the quality of irrigation water or the suitability of that water for such use.

7. Suspension of Delivery

If either Party receives notice from a Governmental Entity that the delivery of Irrigation Water contemplated by this Agreement violates any law or regulation, the Parties shall promptly meet and consult, pursuant to Section 14, Meet and Confer, to evaluate how to remedy the situation. Either Party shall have the right to suspend Irrigation Water Delivery, in whole or part, until the matter has been resolved to the satisfaction of both Parties. In the event the Parties are unable to agree upon or arrive at a solution that will remedy the situation, this Agreement will be terminated by either Party by giving written notice to other Party thirty (30) days in advance of the date of termination.

8. Permits

City shall apply for and obtain from all Governmental Entities all required permits for City's use of irrigation water. BWCDD shall cooperate with City concerning any such permit application.

9. Uses Subject to Applicable Law

All delivery and uses of the Irrigation Water for the benefit of City shall be subject to Applicable Law.

10. Facilities

Under the terms of this Agreement, City shall not be responsible for any maintenance, repair, or replacement of BWCDD's facilities.

11. Effective Date

This Agreement shall be effective as of the date it is approved by the governing bodies of each Party; fully executed by City and BWCDD. Pursuant to A.R.S. §11-952(H), as amended, the Parties shall attach to this Agreement copies of appropriate action by ordinance, resolution, or otherwise authorizing the respective Party to enter into this Agreement.

12. Authorized Representatives

For purposes of Sections 13 to 15 hereof, the authorized representatives of City shall be the City Manager, Water Resources Director, or an appropriate alternate. The authorized representatives of BWCDD shall be the Superintendent of the BWCDD, or an appropriate alternate.

13. Notice and Opportunity to Cure

In the event of default or breach of this Agreement, either Party shall provide the other with written notice specifically identifying the nature of a default or breach and what is necessary in the non-defaulting Party's opinion to cure the default or breach. No termination of this Agreement shall occur without such notice. Each Party shall have ten (10) days after receipt of written notice of such default or breach, to cure such default or breach, provided, that if the nature of the breach or default is such that more than ten (10) days are reasonably required for its cure, the notified Party shall not be deemed in breach if it commences such cure within ten (10) days and thereafter continues to cure to completion. If the default or breach is material, and the notified Party fails to cure such default or breach within the time provided above, the notifying Party may terminate this Agreement upon written notice pursuant to Section 16 of this Agreement.

14. Meet and Confer

Upon belief that a dispute exists, a Party may notify the other Party in writing of the specific nature of such dispute. Within three (3) business days of such notice, the authorized representatives of each Party shall in good faith meet and confer (by telephone if necessary, but preferably in person) to see if the matter can be resolved. If they cannot resolve the dispute, the authorized representatives shall promptly give notice to their respective Party that a dispute exists, and that the matter cannot be resolved and the provisions of Section 15 shall thereafter apply.

15. Mandatory Alternative Dispute Resolution

The Parties to this Agreement agree to exercise commercial reasonable efforts to resolve any disputes that arise regarding the terms of this Agreement through informal settlement communications, with the goal of expedient, amicable resolution. If any dispute relating to this document cannot be resolved expediently on an informal level, then the parties will resolve the dispute according to a process that is reasonably similar to, as agreed to by the Parties, the

arbitration provisions in A.R.S. §12-1501 et. seq., and Rules 72 through 77, Arizona Rules of Civil Procedure.

16. Termination

Either Party may terminate this Agreement, in whole or in part, as follows:

16.1. Upon delivery of a written notice of termination to the other Party not less than one hundred eighty (180) calendar days prior to the termination date.

16.2. Upon delivery of at least a ninety- (90) day written notice of termination to the other Party during any extended term, as described in Section 3 hereof.

16.3. Upon one Party's default of the material terms, including financial terms, of this Agreement and failure to cure the default, as provided in Section 13 of this Agreement.

16.4. The Parties shall continue to perform their respective obligations until the Agreement has terminated.

17. Insurance and Indemnity

17.1. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought in any state or federal court against either Party.

17.2. The Parties will secure and maintain adequate insurance coverage **[What is this?]** for any and all risks that may arise under this Agreement. The Parties may fulfill this insurance obligation by acquiring commercial insurance or by maintaining and operating a self-insurance program. Upon request, the Parties shall exchange certificates of insurance or self-insurance.

17.3. Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as the "Indemnitee") for, 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, agents, officials, employees or volunteers. This general indemnity shall extend to the fullest extent permitted by law. If any such injury, damage or death shall arise in part, but not in whole, out of both Parties' negligence, then contribution rights shall apply in accordance with applicable Arizona law.

18. Miscellaneous

18.1. **Integration.** This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any change, modification or extension of this Agreement must be in the form of a written amendment and signed by the Parties.

18.2. **Records.** The Parties shall maintain and upon request furnish to each other such records and documents pertaining to the services provided pursuant to this Agreement for a period of three (3) years after the end of the Fiscal Year in which such records or documents are created or received. Such retention complies with Arizona State Library, Archives and Public Records (AZLAPR) General Record Retention Schedule for all Public Bodies related to Finance Records.

18.3. **Non-Discrimination and Equal Employment Opportunity.** Each Party shall not discriminate against anyone because of race, age, disability, color, religion, gender or national origin and will take action to insure that applicants are employed and that employees are treated fairly during employment without regard to their race, age, disability, color, religion, gender or national origin. Such action shall include, but not be 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. The Parties shall comply with applicable federal, state or local laws or regulations that mandate equal access for all persons to employment opportunities. Such applicable laws and regulations include the following: Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; The Immigration Reform and Control Act of 1986 (IRCA); The Americans with Disabilities Act; the Legal Arizona Workers Act, and Arizona Executive Order 99-4.

18.4. **Notice.** Unless otherwise expressly provided herein, legal notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless a later effective date is indicated in said notice.

For City:

City of Buckeye
Attn: Dan Cotterman, City Manager
530 E Monroe Ave
Buckeye AZ 85326

With a copy to:

City of Buckeye
Attn: K. Scott McCoy, City Attorney
530 E Monroe Ave
Buckeye AZ 85326

For BWCDD:

_____
205 E Roosevelt Ave
PO Box 1726
Buckeye AZ 85326

18.5. **Time is of Material Importance**. Time is of material importance to each and every provision of this Contract.

18.6. **Severability.** In the event competent authority finds that the law prohibits any term or provision of this Agreement, such a finding shall not render the remaining portions of this Agreement invalid or inoperative.

18.7. **Records.** The Parties shall maintain and upon request furnish to each other such records and documents pertaining to the goods and services provided pursuant to this Agreement for a period of three (3) years after the end of the fiscal year in which such records or documents are created or received. Such retention complies with Arizona State Library, Archives and Public Records (AZLAPR) General Record Retention Schedule for all Public Bodies related to Finance Records.

18.8. **No Waiver of Strict Compliance.** A Party's failure to insist in any one or more instances upon the other Party's full and complete performance of this Agreement or to take any action permitted as a result of such non-performance, shall not be construed as waiving or relinquishing the right to demand full and complete performance of the same or any other covenant or condition in the past or in the future.

18.9. **Accord and Satisfaction.** The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

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

18.11. **Forced Labor of Ethnic Uyghurs.** o the extent applicable under A.R.S. § 35-394, the parties warrant and certify that they do not currently, and agree that they will not use for the duration of this Agreement the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Should a Party become aware that it is not in compliance with this paragraph, it shall notify the other party of the noncompliance within five (5) business days of becoming aware of it. If the notifying party fails to provide a written certification that it has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate automatically unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

18.12. **Applicable Law.** This Agreement shall be interpreted in accordance with Arizona law, and subject to A.R.S. § 38-511. Any litigation arising from the agreement, or the performance thereof, will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this Agreement. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.

18.13. **Appropriations.** Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligation. Continuation of this Agreement after the close of the Fiscal Year of the City, is subject to the approval of the budget of the City providing an appropriation covering this item as an expenditure. The City does not represent that such budget item will be actually adopted, as that determination is made by the City Council at the time of the adoption of the budget. If funds are not appropriated for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision.

18.14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

18.15. **No Waiver**. This Agreement is the product of negotiations between the Parties, and no Party is deemed the drafter of this Agreement.

18.16. **Authorizations**. Subject to the requirements of A.R.S. §11-952(H), as amended, the signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Agreement.

18.17. **Signatures**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. E-signed, faxed, copied and scanned signatures are acceptable as original signatures.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the date set forth above.

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT, a political subdivision	**CITY OF BUCKEYE,** a municipal corporation
BY: WT gladden W.T. Gladden, Board President	BY: Eric W. Orsborn, Mayor
BY: Noel Carter Noel Carter, General Manager	
ATTEST:	**ATTEST:**
BY: Clerk of the Board	BY: Lucinda J. Aja, City Clerk

This Agreement has been reviewed by the undersigned attorney, who has determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona, per A.R.S. §§ 11-951 *et.* seq.

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT'S ATTORNEY	**CITY OF BUCKEYE'S ATTORNEY**
BY: Sheryl Sweeney Sheryl A. Sweeney, District's Attorney	BY: K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAALiFf5xt_B3unouhQriK3nEU1_amR3P70

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.O. CIP No. 100630 Roadway Intersection Improvements: Durango Street, Miller Road to Yuma Road - Kimley Horn Task Order #25 Phase II Design
DATE PREPARED: 01/02/25	**DISTRICT NO.:** 3
STAFF LIAISON: Rodrigo Nemi, Interim CIP Project Manager, rnemi@buckeyeaz.gov, (623) 204-8442	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Task Order No. 25 of the On-Call Consulting for Engineering and Architectural Services Contract (No.2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn Associates, Inc., a North Carolina corporation, relating to the roadway intersection improvements for Capital Improvement Project (CIP) No. 100630, Durango Street, Miller Road to Yuma Road project; and authorize the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
The Contract under consideration is for the design of the future Durango and Yuma intersection. Once design is completed and construction is underway, the project will involve substantial improvements to Durango Street and the surrounding area. The scope includes widening Durango Street from approximately 500 feet east of Miller Road to Yuma Road and extending along Yuma Road approximately 1,200 feet north. Key upgrades include intersection improvements at Yuma and Durango Roads, featuring the addition of curb and gutter, a new sidewalk, and a signalized intersection to enhance traffic flow and safety.

BENEFITS:
This project aims to improve mobility, accommodate increased traffic, and create a safer, more accessible transportation corridor for both vehicles and pedestrians.

FUTURE ACTION:
Construction of the complete Durango and Yuma intersection improvements as reflected on the redesign plans.

FINANCIAL IMPACT STATEMENT:
The project is programmed in the CIP program in FY25. The total cost of this Task Order #25 is not to exceed (NTE) $379,611.25.

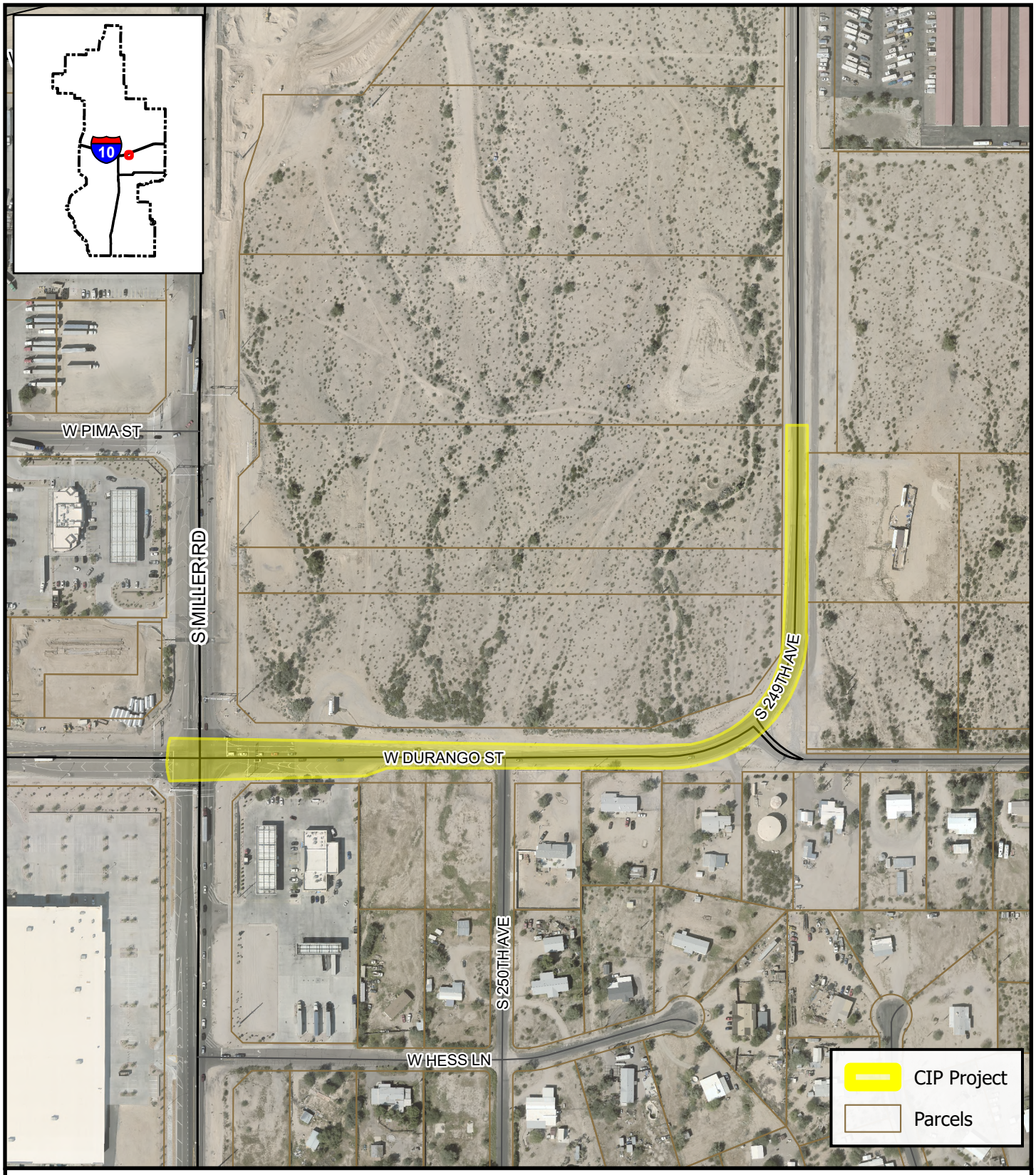
CURRENT FISCAL YEAR TOTAL COST:
The project is programmed in the CIP program in FY25. The total cost of this Task Order #25 is not to exceed (NTE) $379,611.25.

BUDGETED:
Yes

FISCAL YEAR:
FY 25

FUND/DEPARTMENT:
50213170-543073

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP100630_8x10_2.pdf
4O TO 25 to 2022003.22 Kimley Horn.pdf



BUCKEYE, AZ

CIP 100630 Roadway/Intersection Improvements: Durango Street, Miller Road to Yuma Road

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 150 300 600 Feet

N

Date: 12/

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

THIS TASK ORDER #25 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant")[illegible]This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the "Contract").

[illegible]

[illegible]

Consultant shall provide final design plans for the left in left out (LILO) intersection for the Durango Street & Yuma Road intersection, including utility coordination, roadway, drainage, signing and pavement markings, traffic signal, ITS, and street lighting for the Durango Street & Yuma Road Intersection Phase II Design project, as more fully set forth in the Consultant's Proposal, which is attached hereto as [illegible] and incorporated as if fully set forth herein (the "Work").

[illegible]

[illegible]

The Consultant shall commence work upon the effective date of a Notice to Proceed, and complete the services and deliverables on or before [illegible], unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

[illegible]

[illegible]

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed [illegible] as set forth in [illegible].

[illegible]

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and [illegible] to this Task Order, the documents shall govern in that order.

[illegible]

This Task Order includes and incorporates the following Exhibit:

[illegible] – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____

Dan Cotterman, City Manager

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Brian Smalkoski, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

[illegible]

[illegible]

[illegible]

[illegible]

Kimley»Horn

September 4, 2024

Mr. Rodrigo Nemi
Construction Project Management Division
City of Buckeye
945 N 215th Ave
Buckeye, AZ 85326

Re: ***Durango Street – Miller Road to 249th Avenue***
Intersection Analysis and Roadway Design
Phase 2 Improvements
Scope of Services and Fee Proposal (Revision 1)

Dear Mr. Nemi:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Buckeye (the "City" or "Client") to provide final design services at the Durango Street and 249th Avenue (Yuma Road) intersection.

This scope and fee document has been revised based on comments received via email on August 29, 2024, and via a phone call on September 4th, 2024.

Project Understanding and Purpose

The City has requested an intersection analysis comparing a roundabout and a Left In Left Out (LILO) signalized layout at the intersection of Durango Street and 249th Avenue. The roundabout layout was designed to a 90% design level by Stanely Consultants and documented in the *Final Design Concept Report Durango Street, Miller Road to Yuma Road, June 2020*. The LILO layout has been conceptually designed in an exhibit provided to Kimley-Horn by the City. The comparison analysis will consist of a traffic analysis, alternatives refinement, identification of major design considerations, preparing conceptual roll plots, itemized estimate of probable costs, and a recommendation for the intersection design.

This contract is separated into two phases. Phase 1 will consist of the intersection comparison analysis. The City will decide on either the roundabout or the signalized LILO intersection. If the City decides to move forward with the LILO intersection, the City will activate Phase 2 of this contract. Phase 2 will consist of final design plans for the LILO intersection, including utility coordination, roadway, drainage, signing and pavement marking, traffic signal, ITS, and street lighting.

If the City decides to move forward with the roundabout, Stanley Consultants will finalize their roundabout design and Phase 2 of this contract will not be activated.

This scope and fee document covers the Phase 2 portion of the project.

Project Assumptions

The following assumptions were made during the development of this scope and fee. If any of these assumptions are not accurate, a contract modification, including a modification to the fee and schedule, will be required for additional services:

- The City will provide CAD files for both the LILO and roundabout alternatives.
- Kimley-Horn will review and update the LILO layout for the Phase 1 services. Kimley-Horn will not modify or update Stanley's roundabout design as a part of this scope of services. New design layouts or alternatives will not be provided.
- Kimley-Horn will reference Stanley's *Final Design Concept Report Durango Street, Miller Road to Yuma Road, June 2020* in the Intersection Analysis Summary Report where applicable.
- Topographic survey is available from the Stanley project and the only additional survey required is localized survey pick-ups.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Phase 2 Services

Kimley-Horn will proceed with Phase 2 Services only when directed in writing by the City Project Manager.

Project Management and Coordination

Task 1. – Project Management and Meetings

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

Kimley-Horn will attend the following meetings during Phase 2:

- Comment resolution meetings (up to three)
- Design coordination meetings (up to four)

Kimley-Horn will prepare agendas, sign-in sheets, presentations, handout materials, and meeting notes for all meetings.

Kimley-Horn will perform a field review to verify the topographic survey and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

For the purposes of this contract, Phase 2 is assumed to have a 127 working day (6.4 month) duration. See **Appendix B** for the detailed project schedule.

Task 2. – Utility Coordination

Kimley-Horn will identify readily apparent utility conflicts with the proposed improvements and will communicate those potential utility conflicts to the City and the private utility companies.

Kimley-Horn will prepare utility clearance letters to send to the utility companies following each submittal stage. Kimley-Horn will coordinate with the utility companies to request signed utility clearance letters. Obtained signed clearance letters will be provided to the City prior to the Final submittal.

Kimley-Horn will review private utility relocation designs prepared by the private utility companies for the purpose of reviewing general compliance with Kimley-Horn's design and City standards. In-depth engineering reviews of private utility relocation plans is not included in this contract. Kimley-Horn will not design private utility relocations.

Kimley-Horn will schedule and lead two (2) general utility coordination meetings. The purpose of these meetings will be to inform the companies of the proposed roadway layout, to identify potential utility conflicts, to discuss potential relocation concepts, and to identify if additional right-of-way or utility easements will be needed. The utility coordination meetings will be held following the 60% and 90% design submittal stages.

Task 3. – Roadway Plans

Kimley-Horn will prepare final design roadway plans for the LILO intersection in accordance with City of Buckeye design standards and Maricopa Association of Governments (MAG) design standards.

The proposed paving plans will be shown on combined plan and profiles sheets at 1 inch = 20 feet (horizontally) and 1 inch = 2 feet (vertical) along Durango Street and 249th Avenue. Profiles will detail the curb & gutter flow lines, edges of pavement, and roadway crown line (if applicable). Removals will be shown on the paving plans and separate sheets will not be provided.

Roadway plan sheets anticipated for this project consist of the following:

- Cover Sheet (1 Sheet)

- Legend & General Note Sheet (1 Sheet)
- Summary of Quantities Sheet (1 Sheet)
- Geometric Control Sheet (1 Sheet)
- Typical Section Sheets (2 Sheets)
- Miscellaneous Detail Sheet (1 Sheet)
- Paving Plan & Profile Sheets Updates (1"=20' scale) (9 Sheets)
- Driveway Connection Detail (1 Sheet)
- Curb Ramp Detail Sheets (2 Sheets)
- Intersection Staking Plan (1 Sheet)

Kimley-Horn will prepare a 3D model in AutoCAD for the purposes of developing cut/fill lines and approximating earthwork quantities. Roadway cross-sections and roadway cross-section sheets are not included as a part of this contract.

Task 4. – Drainage Plans

Kimley-Horn will prepare final design drainage plans showing the proposed drainage improvements that will include catch basins, storm drain, headwalls, retention basins, and pipe culvert crossings. The proposed drainage design will be in accordance with City of Buckeye and Maricopa Association of Governments (MAG) design standards. Plan sheets anticipated for the project are the following:

- Drainage Plan Sheets (4 Sheets)
- Drainage Detail Sheets (2 Sheets)

Kimley-Horn will prepare a Drainage Report to document the drainage design. Kimley-Horn will prepare a Draft Drainage Report for 60% submittal. Kimley-Horn will respond to comments and submit the Final Drainage Report at 90%. A Sealed Drainage Report will be provided with sealed plan sheet documents.

Task 5. – Signing and Marking Plans

Kimley-Horn will prepare signing and marking plans in accordance with the City of Buckeye standards and the Arizona Supplement to the Manual on Uniform Traffic Control Devices (MUTCD).

Kimley-Horn will perform a field investigation and document the existing signs for the project limits (included in **0**).

Kimley-Horn will develop signing and pavement marking plans at 1 inch = 40 feet scale (double stacked) and will include the following sheets:

- General Signing and Pavement Marking Notes (1 Sheet)
- Sign Summary Sheets (8 Sheets)

- Durango Street Signing Removal and Pavement Marking Obliteration Plans (3 Sheets)
- 249th Avenue Signing Removal and Pavement Marking Obliteration Plans (1 Sheet)
- Durango Street Pavement Marking Plans (3 Sheets)
- 249th Avenue Pavement Marking Plans (1 Sheet)
- Durango Street Signing Plans (3 Sheets)
- 249th Avenue Signing Plans (1 Sheet)

Task 6. – Traffic Signal Plans

Kimley-Horn will prepare traffic signal plans for the intersection of Durango Street and 249th Avenue in accordance with the City of Buckeye and ADOT design standards and the Arizona Supplement to the MUTCD.

Kimley-Horn will perform a field investigation and document the existing conditions at the intersection of Durango Street and 249th Avenue (included in **0**).

Kimley-Horn will prepare the traffic signal plans sheets at a 1 inch = 20 feet scale. Traffic signal plans will be submitted at the 60%, 95%, and Final submittal stages.

The following traffic signal plan sheets are anticipated:

- General Notes (1 Sheet)
- Durango Street and 249th Avenue Traffic Signal Plan (1 Sheet)
- Durango Street and 249th Avenue Pole Schedule (1 Sheet)
- Durango Street and 249th Avenue Conductor Schedule/Internally Illuminated Street Name Sign Formats (1 Sheet)

This contract assumes there will be no design improvements for the traffic signal at Durango Street and Miller Road. If any traffic signal design improvements are required for the traffic signal at Durango Street and Miller Road, Kimley-Horn will inform the City and a contract modification will be prepared for additional services.

Task 7. – Intelligent Transportation System (ITS) Plans

Kimley-Horn will prepare ITS plans in accordance with the City of Buckeye Standards. ITS plans will be provided within the roadway improvement limits.

Kimley-Horn will prepare the ITS sheets at a 1 inch = 40 feet scale (double stacked). ITS plan sheets will be submitted at 60%, 95%, and Final submittal stages.

The following ITS plan sheets are anticipated:

- General Notes Sheet (1 Sheet)
- Detail Sheets (3 Sheets)
- Durango Street ITS Plan (3 Sheets)

Fiber design is not included with this scope of work.

Task 8. – Street Lighting Plans

Kimley-Horn will provide street lighting design for the limits of the project described above. Street lighting design will be based on applicable requirements for arterial roadways as described in the City of Buckeye Design Standards, Section 7-2. The design will utilize standard details, as provided by the City of Buckeye Design standards, and shall be included in the plans. A supplemental photometric analysis plan set will also be included.

The proposed street lighting design and photometric plans will be shown on sheets at 1 inch = 40 feet (horizontally), double-stacked.

Individual sheets anticipated with this task include:

- Legend & General Note Sheet (1 Sheet)
- Miscellaneous Detail Sheets (2 Sheets)
- Street Lighting Plan Sheet (4 Sheets)
- Watson Road Photometric Plan Sheets (4 Sheets)

Task 9. – Legal Descriptions and Exhibits

Kimley-Horn will develop a Right-of-Way Strip map showing the existing ROW and easement acquisitions. Kimley-Horn will prepare up to four (4) legal descriptions and exhibits for new ROW and easement acquisitions.

Task 10. – Engineer's Opinion of Probable Cost

An engineer's opinion of probable cost (EOPC) will be developed at each submittal stage. Quantities will be compiled in a list and will be labeled using City bid item numbers. Unit prices will be derived using readily available bid data from projects with similar improvements.

Task 11. – Technical Specifications

Kimley-Horn will prepare technical specifications for the proposed design elements based on a City of Buckeye technical specifications boilerplate template and MAG standard specifications.

Draft project technical specifications will be provided starting with the 60% design submittal and final project technical specifications will be provided at the 100% design submittal.

Task 12. – Submittals and QA/QC

Three submittals are included as part of this contract: 60%, 90%, and 100%/Final. The 100% review is assumed to be verification that the 90% comments were adequately addressed in the 100% submittal. If new direction is provided and additional revisions to the plans not previously requested are necessary, the Consultant will notify the City and request additional

services. The following table provides a summary of the design elements that will be provided at each submittal stage:

Design Element	60%	90%	Final
Roadway/Paving Plans	X	X	X
Drainage Plans	X	X	X
Signing & Marking Plans	X	X	X
Traffic Signal Plans	X	X	X
ITS Plans	X	X	X
Street Lighting Plans	X	X	X
Landscape & Irrigation Plans	X	X	X
Drainage Memorandum	X	X	X
EOPC	X	X	X
Technical Specifications	X	X	X

Each submittal will consist of electronic PDF versions of the documents listed above.

Following each submittal, Kimley-Horn will compile received comments into a Summary of Comments form. Kimley-Horn will provide comment responses and will address comments prior to the subsequent submittal.

Kimley-Horn will perform internal quality control interdisciplinary reviews prior to each submittal which will included compiling a preliminary set of plans for review which can be provided to the City if requested for a preview of the upcoming submittal package.

Allowances

All allowances are to be used at the discretion of the City of Buckeye and require approval by the City's Project Manager in writing prior to work being performed or billed.

Task 13. – Owner's Design Allowance

An owner's design allowance is included in the amount of $25,000.00. This allowance will be utilized as directed by the City to cover additional tasks not included in this scope of services. The City will provide notice to Kimley-Horn in writing authorizing use of this allowance for any tasks for services.

Task 14. – Landscape and Irrigation Plans

Kimley-Horn will prepare final landscape and landscape irrigation plans in accordance with City of Buckeye and Maricopa Association of Governments (MAG) design standards. Landscape and landscape irrigation plans will be provided at 1 inch = 20 feet. Landscape and landscape irrigation plans will be submitted at each stage beginning with the 60% submittal. The following list of sheets is anticipated for this project:

- Landscape and Irrigation General Notes (1 Sheet)
- Materials Summary Sheet (1 Sheet)
- Landscape Plan Sheets (9 Sheets) (1" = 20' scale)
- Landscape Details (2 Sheets)
- Landscape Irrigation Plan Sheets (9 Sheets) (1" = 20' scale)
- Landscape Irrigation Details (2 Sheets)

Direct Expenses

Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in **Appendix A** of this document.

Subconsultant Services

Task 15. – Geotechnical Investigation

Kimley-Horn's subconsultant, Ethos Engineering, will provide geotechnical engineering services. Ethos Engineering's scope of services and fee proposal is included in **Appendix C**.

Task 16. – Survey Pick-Ups

If required, Kimley-Horn will partner with a subconsultant to obtain survey pick-ups.

Services Not Included

Any other services, including but not limited to the following, are not included in this Task Adjustment:

- Environmental Services
- Pothole investigations
- Post-design or construction phase services
- Public involvement
- Cross-section plan sheets
- Title reports, appraisals, negotiations, or other land & title services
- Right-of-way acquisition

- Legal descriptions and exhibits
- Any other services not specifically listed above

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

This contract assumes the design schedule included in **Appendix B**. Phase 2 is assumed to have a 127 working day duration.

Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the final design this schedule.

Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 - 16** on a labor fee plus expense basis with the maximum labor fee shown in **Appendix A**.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

APPENDIX A
FEE SUMMARY

Summary of Consultant's Compensation

Kimley»Horn

Project Location: Durango Street - 249th Avenue to Miller Road
Project Description: Intersection Analysis and Roadway Design
Phase 2 Improvements

1001 W Southern
Avenue, Suite 131
Mesa, AZ 85210
480.207.2666

9/4/2024

PHASE 2 CONTRACT LABOR

Classification	Man Hours	Billable Rates		Labor Costs
Senior Professional II	201	$ 240.00		$ 48,240.00
Senior Professional I	167	$ 225.00		$ 37,575.00
Professional	462	$ 170.00		$ 78,540.00
Analyst/ Designer	833	$ 135.00		$ 112,455.00
Admin	22	$ 100.00		$ 2,200.00
			Subtotal Phase 2 Contract Labor	**$ 279,010.00**

EXPENSES AND ALLOWANCES

Classification	Man Hours	Billable Rates		Labor Costs
Senior Professional II	42	$ 240.00		$ 10,080.00
Senior Professional I	0	$ 225.00		$ -
Professional	67	$ 170.00		$ 11,390.00
Analyst/ Designer	163	$ 135.00		$ 22,005.00
Admin	0	$ 100.00		$ -
			Allowance Subtotal	**$ 43,475.00**
Owner's Design Allowance				$ 25,000.00
Expenses				$ 156.00
			Subtotal Allowances and Expenses	**$ 68,631.00**

SUBCONSULTANT SERVICES

Task	Subconsultant		Fee
Geotechnical Investigations	Ethos Engineering		$ 11,970.25
Survey Pick-Ups			$ 20,000.00
		Subtotal Subconsultant Allowances	**$ 31,970.25**

TOTALS

Subtotal Phase 2 Contract Labor	$ 279,010.00
Subtotal Contract Labor	**$ 279,010.00**
Subtotal Allowances and Expenses	$ 68,631.00
Subtotal Subconsultant Allowances	$ 31,970.25
Subtotal Allowances, Expenses, Subconsultants	**$ 100,601.25**
Total Contract Fee & Allowances	**$ 379,611.25**

Detail of Consultant's Compensation
City of Buckeye
Durango Street - 249th Avenue to Miller Road

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	**SUBTOTAL**	**$ 240.00**	**$ 225.00**	**$ 170.00**	**$ 135.00**	**$ 100.00**
PHASE 2 SERVICES						
TASK 1 - PROJECT MANAGEMENT AND MEETINGS	**$ 11,860.00**	**16**	**14**	**14**	**14**	**6**
Project Management/Coordination	$ 2,625.00	6	3	3		
Invoicing	$ 1,320.00	3				6
Comment resolution meetings (up to three) (includes agenda and notes)	$ 2,715.00	3	3	3	6	
Design coordination meetings (up to four meetings) (includes agenda and notes)	$ 3,620.00	4	4	4	8	
Project Field Review	$ 1,580.00		4	4		
TASK 2 - UTILITY COORDINATION	**$ 7,835.00**	**6**	**9**	**19**	**4**	**6**
Coordinate with Utility Companies	$ 3,785.00	4	5	10		
Prepare and Distribute Utility Conflict Letters (3 Submittals)	$ 1,110.00			3		6
Utility Coordination Meetings (up to 2 meetings)	$ 1,360.00	2		2	4	
Utility Relocation Design Reviews	$ 1,580.00		4	4		
TASK 3 - ROADWAY PLANS	**$ 80,165.00**	**32**	**71**	**145**	**236**	**-**
Cover Sheet (1 Sheet)	$ 1,595.00	1		4	5	
Legend & General Notes Sheet (1 Sheet)	$ 1,595.00	1		4	5	
Summary of Quantities Sheet (1 Sheet)	$ 2,295.00	1	1	6	6	
Geometric Control Sheet (1 Sheet)	$ 1,650.00	1	1	3	5	
Typical Section Sheets (2 Sheet)	$ 4,680.00	4		6	20	
Miscellaneous Details Sheet (1 Sheet)	$ 1,595.00	1		4	5	
Paving Plan and Profile Sheets (9 Sheets)	$ 44,100.00	18	36	72	144	
Driveway Connection Detail Sheet (1 Sheet)	$ 4,900.00	2	4	8	16	
Curb Ramp Detail Sheets (2 Sheets)	$ 6,570.00	2	6	12	20	
Intersection Staking Plan Sheet (1 Sheet)	$ 3,285.00	1	3	6	10	
3D modeling and grading	$ 7,900.00		20	20		
TASK 4 - DRAINAGE PLANS	**$ 40,165.00**	**16**	**39**	**62**	**126**	**-**
Drainage Plan Sheets (4 Sheets)	$ 19,600.00	8	16	32	64	
Drainage Detail Sheets (2 Sheets)	$ 6,420.00	4	8	12	12	
Draft Drainage Memorandum	$ 8,480.00	2	10	10	30	
Final Drainage Memorandum	$ 5,665.00	2	5	8	20	
TASK 5 - SIGNING AND MARKING PLANS	**$ 44,090.00**	**29**	**-**	**58**	**202**	**-**
General Notes Sheet (1 Sheet)	$ 850.00	1		2	2	
Sign Summary Sheets (8 Sheets)	$ 9,760.00	4		20	40	
Durango Street Removal Sheets (3 Sheets)	$ 7,020.00	6		9	30	
249th Avenue Removal Sheets (1 Sheet)	$ 2,340.00	2		3	10	
Durango Street Pavement Marking Sheets (3 Sheets)	$ 9,045.00	6		9	45	
249th Avenue Pavement Marking Sheets (1 Sheet)	$ 3,015.00	2		3	15	
Durango Street Signing Sheets (3 Sheets)	$ 9,045.00	6		9	45	
249th Avenue Signing Sheets (1 Sheet)	$ 3,015.00	2		3	15	

Detail of Consultant's Compensation
City of Buckeye
Durango Street - 249th Avenue to Miller Road

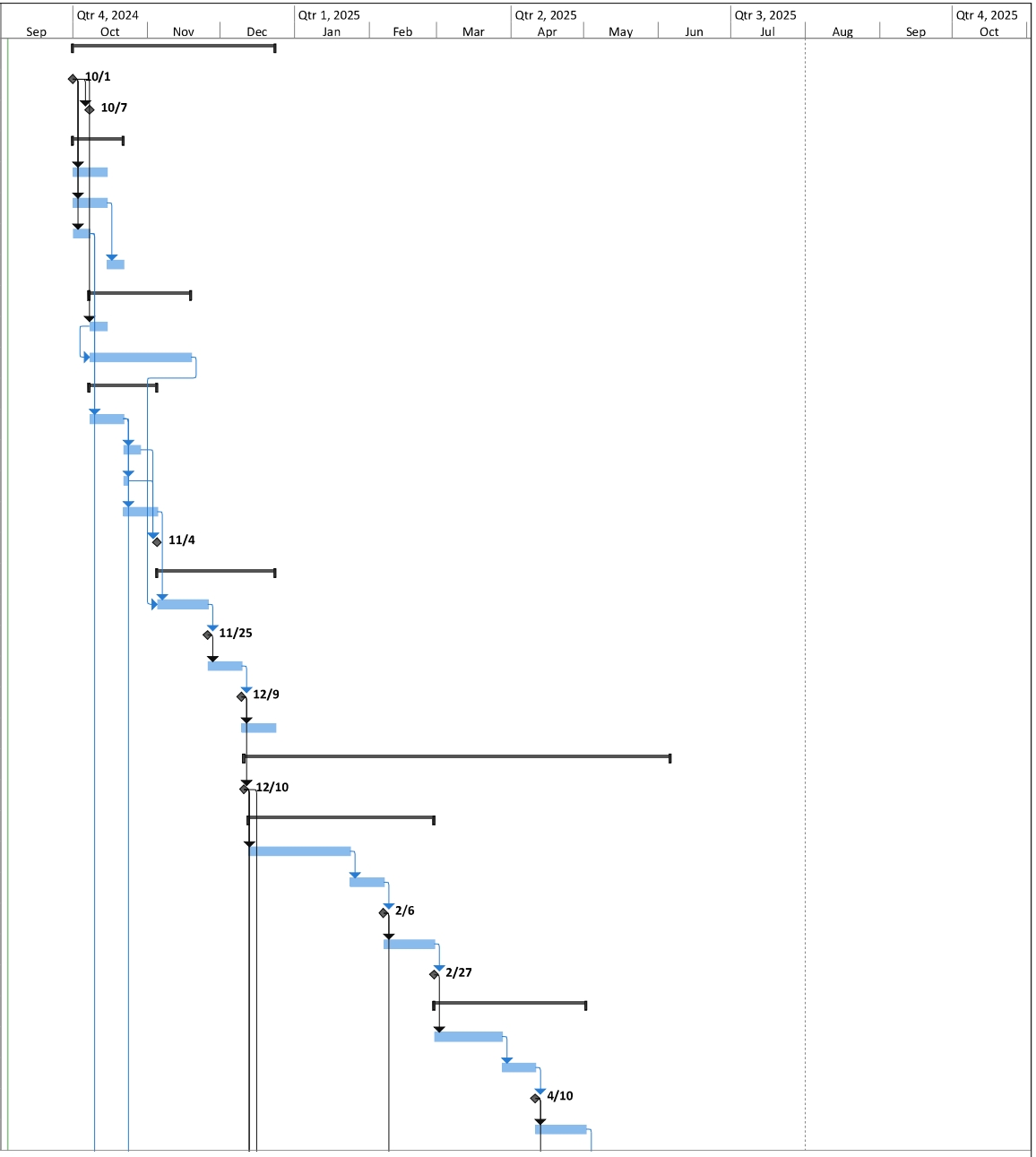
TASK DESCRIPTION	SUBTOTAL	Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
		$ 240.00	$ 225.00	$ 170.00	$ 135.00	$ 100.00
TASK 6 - TRAFFIC SIGNAL PLANS	**$ 23,930.00**	**10**	**-**	**52**	**94**	**-**
General Notes (1 Sheet)	$ 1,120.00	1		2	4	
Durango Street & 249th Avenue Traffic Signal Plan (1 Sheet)	$ 8,170.00	3		20	30	
Durango Street & 249th Avenue Pole Schedule (1 Sheet)	$ 9,520.00	3		20	40	
Durango Street & 249th Avenue Conductor Schedule (1 Sheet)	$ 5,120.00	3		10	20	
TASK 7 - ITS PLANS	**$ 13,180.00**	**14**	**-**	**26**	**40**	**-**
General Notes Sheet (1 Sheet)	$ 1,835.00	2		4	5	
Detail Sheets (3 Sheets)	$ 1,495.00	2		2	5	
Durango Street ITS Plan (3 Sheets)	$ 9,850.00	10		20	30	
TASK 8 - STREET LIGHTING PLANS	**$ 18,075.00**	**11**	**10**	**18**	**75**	**-**
Street Lighting General Notes Sheet (1 Sheet)	$ 915.00	1			5	
Street Lighting Detail Sheets (2 Sheets)	$ 3,160.00	2	2	2	14	
Street Lighting Design Plans (4 Sheets)(1'=40' Scale, Double Stacked)	$ 7,000.00	4	4	8	28	
Street Lighting Photometric Plans (4 Sheets)(1'=40' Scale, Double Stacked)	$ 7,000.00	4	4	8	28	
TASK 9 - LEGAL DESCRIPTIONS AND EXHIBITS	**$ 4,080.00**	**8**	**-**	**-**	**16**	**-**
Legal Descriptions and Exhibits (up to 4)	$ 4,080.00	8			16	
TASK 10 - ENGINEER'S OPINION OF PROBABLE COST	**$ 8,830.00**	**8**	**-**	**20**	**26**	**-**
60% Quantities & EOPC	$ 4,010.00	4		10	10	
90% Quantities & EOPC	$ 2,580.00	2		6	8	
100% Quantities & EOPC	$ 2,240.00	2		4	8	
TASK 11 - TECHNICAL SPECIFICATIONS	**$ 10,070.00**	**20**	**-**	**31**	**-**	**-**
60% Technical Specifications	$ 4,950.00	10		15		
90% Technical Specifications	$ 3,140.00	6		10		
100% Technical Specifications	$ 1,980.00	4		6		
TASK 12 - SUBMITTALS AND QA/QC	**$ 16,730.00**	**31**	**24**	**17**	**-**	**10**
Submittal Preparation (3 Submittals)	$ 2,850.00	3		9		6
Summary of Comments (2 Submittals)	$ 2,720.00	4		8		4
QA/QC (3 Submittals)	$ 11,160.00	24	24			
SUBTOTAL PHASE 2 DIRECT LABOR	**$ 279,010.00**	**201**	**167**	**462**	**833**	**22**
DESIGN ALLOWANCES						
TASK 13 - LANDSCAPE AND IRRIGATION PLANS	**$ 43,475.00**	**42**	**-**	**67**	**163**	**-**
Landscape and Irrigation General Notes (1 Sheet)	$ 985.00	1		2	3	
Materials Summary Sheet (1 Sheet)	$ 1,290.00	1		3	4	
Landscape Plan Sheets (1" = 20') (9 Sheets)	$ 18,630.00	18		27	72	
Landscape Details (2 Sheets)	$ 1,970.00	2		4	6	
Irrigation Plans Sheets (1" = 20') (9 Sheets)	$ 18,630.00	18		27	72	
Irrigation Details (2 Sheets)	$ 1,970.00	2		4	6	
TASK 14 - OWNER'S DESIGN ALLOWANCE	**$ 25,000.00**	**-**	**-**	**-**	**-**	**-**
Allowance for Miscellaneous Tasks or Services	$ 25,000.00					
SUBTOTAL ALLOWANCES	**$ 68,475.00**	**42**	**0**	**67**	**163**	**0**

Detail of Consultant's Compensation
City of Buckeye
Durango Street - 249th Avenue to Miller Road

TASK DESCRIPTION	SUBTOTAL	Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
		$ 240.00	$ 225.00	$ 170.00	$ 135.00	$ 100.00
DIRECT EXPENSES						
EXPENSES	**$ 156.00**					
Vehicular Mileage (1 site visit @ 112 miles/visit @ $0.50/mile)	$ 56.00					
Miscellaneous Expenses (Deliveries, Plotting, Etc.)	$ 100.00					
SUBCONSULTANT ALLOWANCES						
TASK 15 - GEOTECHNICAL INVESTIGATIONS	**$ 11,970.25**					
Ethos Engineering	$ 11,970.25					
TASK 16 - SURVEY PICK-UPS	**$ 20,000.00**					
Survey Pick-Ups	$ 20,000.00					
SUBTOTAL SUBCONSULTANT ALLOWANCES	**$ 31,970.25**					
TOTAL CONTRACT FEE - NOT TO EXCEED	**$ 379,611.25**					

APPENDIX B
DESIGN SCHEDULE

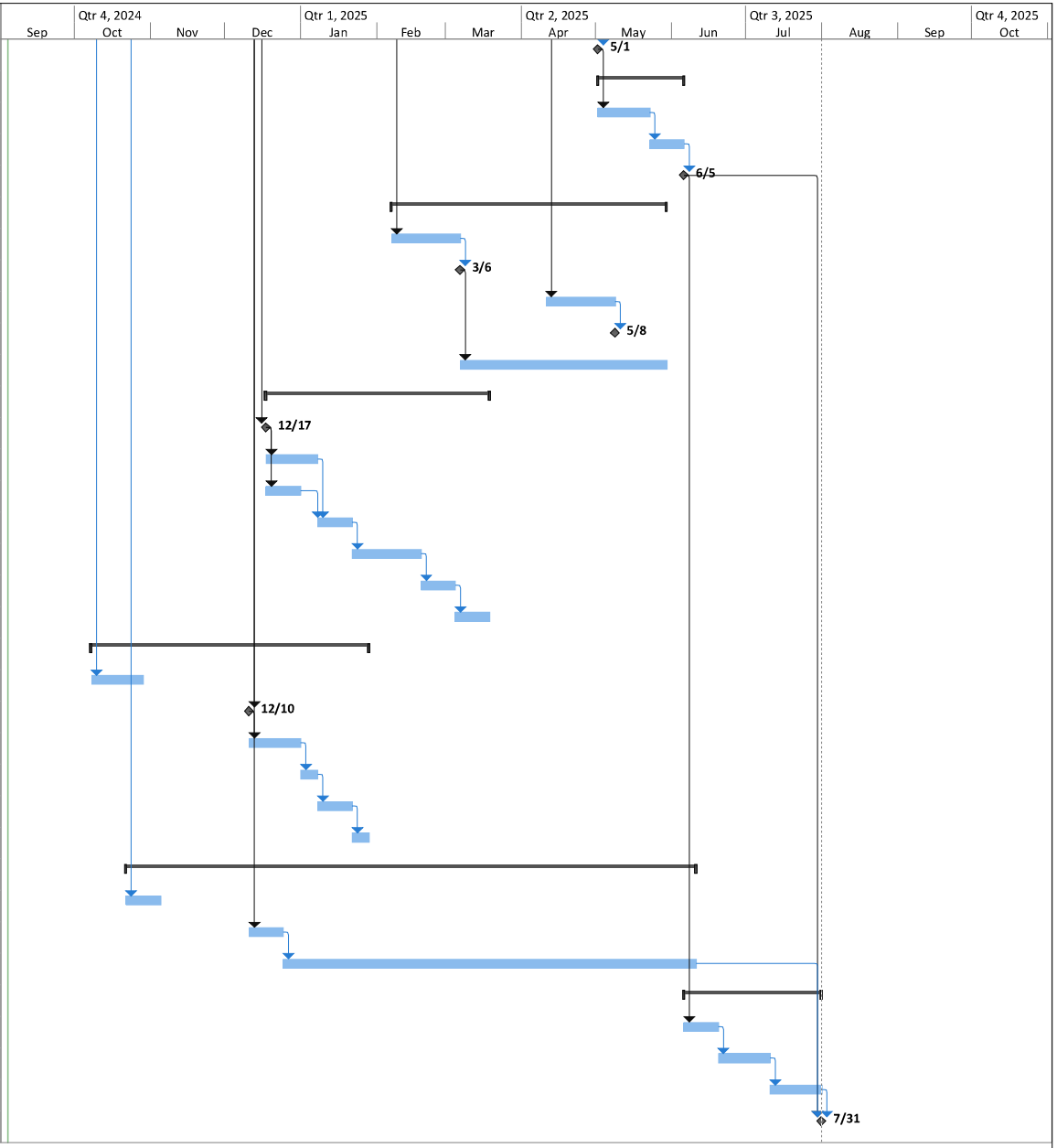
ID	Task Name	Duration	Start	Finish
1	**Phase 1**	**60 days**	**Tue 10/1/24**	**Mon 12/23/24**
2	Phase 1 NTP	0 days	Tue 10/1/24	Tue 10/1/24
3	Project Kickoff Meeting	0 days	Mon 10/7/24	Mon 10/7/24
4	**Data Collection**	**15 days**	**Tue 10/1/24**	**Mon 10/21/24**
5	City As-Built Collection, Drainage Reports, Developer Plan	2 wks	Tue 10/1/24	Mon 10/14/24
6	Utility Blue Stake & Map Collection	2 wks	Tue 10/1/24	Mon 10/14/24
7	Review CAD Files, Update Topo Base Map	1 wk	Tue 10/1/24	Mon 10/7/24
8	Update Utiltiy Base Map	1 wk	Tue 10/15/24	Mon 10/21/24
9	**Intersection Comparison Analysis**	**30 days**	**Tue 10/8/24**	**Mon 11/18/24**
10	Traffic Counts	1 wk	Tue 10/8/24	Mon 10/14/24
11	Traffic Analysis	6 wks	Tue 10/8/24	Mon 11/18/24
12	**Alternatives Development**	**20 days**	**Tue 10/8/24**	**Mon 11/4/24**
13	Refine LILO Alternative	2 wks	Tue 10/8/24	Mon 10/21/24
14	Develop Alternative Roll Plots	1 wk	Tue 10/22/24	Mon 10/28/24
15	Develop ROW Strip Map	2 days	Tue 10/22/24	Wed 10/23/24
16	Alternatives Comparison Analysis	2 wks	Tue 10/22/24	Mon 11/4/24
17	Neighborhood Meeting	0 wks	Mon 11/4/24	Mon 11/4/24
18	**Intersection Analysis Summary Report**	**35 days**	**Tue 11/5/24**	**Mon 12/23/24**
19	Prepare Intersection Analysis Summary Report	3 wks	Tue 11/5/24	Mon 11/25/24
20	Submit Intersection Analysis Summary Report	0 days	Mon 11/25/24	Mon 11/25/24
21	City Review of Summary Report	2 wks	Tue 11/26/24	Mon 12/9/24
22	Summary Report Review Meeting	0 days	Mon 12/9/24	Mon 12/9/24
23	Refine and Submit Final Intersection Summary Report	2 wks	Tue 12/10/24	Mon 12/23/24
24	**Phase 2**	**127 days**	**Tue 12/10/24**	**Thu 6/5/25**
25	Phase 2 NTP	0 days	Tue 12/10/24	Tue 12/10/24
26	**60% Design Phase**	**55 days**	**Fri 12/13/24**	**Thu 2/27/25**
27	60% Plans Preparation	6 wks	Fri 12/13/24	Thu 1/23/25
28	60% QA/QC	2 wks	Fri 1/24/25	Thu 2/6/25
29	60% Plans Submittal	0 days	Thu 2/6/25	Thu 2/6/25
30	*City Review of 60% Plans*	3 wks	Fri 2/7/25	Thu 2/27/25
31	60% Comment Resolution Meeting	0 days	Thu 2/27/25	Thu 2/27/25
32	**90% Design Phase**	**45 days**	**Fri 2/28/25**	**Thu 5/1/25**
33	90% Plans Preparation	4 wks	Fri 2/28/25	Thu 3/27/25
34	90% QA/QC	2 wks	Fri 3/28/25	Thu 4/10/25
35	90% Plans Submittal	0 days	Thu 4/10/25	Thu 4/10/25
36	*City Review of 90% Plans*	3 wks	Fri 4/11/25	Thu 5/1/25



Project: Durango St- 249th Ave to Miller Rd
Intersection Analysis & Roadway Design Improvement
Date: Wed 9/4/24

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

ID	Task Name	Duration	Start	Finish
37	90% Comment Resolution Meeting	0 days	Thu 5/1/25	Thu 5/1/25
38	**100%/Final Design Phase**	**25 days**	**Fri 5/2/25**	**Thu 6/5/25**
39	100%/Final Plans Preparation	3 wks	Fri 5/2/25	Thu 5/22/25
40	100%/Final QA/QC	2 wks	Fri 5/23/25	Thu 6/5/25
41	100%/Final Plans Submittal	0 days	Thu 6/5/25	Thu 6/5/25
42	**Utility Coordination**	**80 days**	**Fri 2/7/25**	**Thu 5/29/25**
43	Utiltiy 60% Plans Review	4 wks	Fri 2/7/25	Thu 3/6/25
44	60% Utility Coordination Meeting	0 days	Thu 3/6/25	Thu 3/6/25
45	Utility 90% Plans Review	4 wks	Fri 4/11/25	Thu 5/8/25
46	90% Utility Coordination Meeting	0 days	Thu 5/8/25	Thu 5/8/25
47	Utility Relocation Design	3 mons	Fri 3/7/25	Thu 5/29/25
48	**Geotechnical Investigation**	**65 days**	**Tue 12/17/24**	**Tue 3/18/25**
49	Geotech NTP	0 days	Tue 12/17/24	Tue 12/17/24
50	Field Inventory Plan, Permitting	3 wks	Wed 12/18/24	Tue 1/7/25
51	Blue Stake, Utility Clearance	2 wks	Wed 12/18/24	Tue 12/31/24
52	Field Work	2 wks	Wed 1/8/25	Tue 1/21/25
53	Draft Report	4 wks	Wed 1/22/25	Tue 2/18/25
54	Review Draft Report	2 wks	Wed 2/19/25	Tue 3/4/25
55	Finalize Report	2 wks	Wed 3/5/25	Tue 3/18/25
56	**Survey Pick-Ups (If Needed)**	**81 days**	**Tue 10/8/24**	**Tue 1/28/25**
57	Determine Need for Survey Pickup-Ups	3 wks	Tue 10/8/24	Mon 10/28/24
58	Survey NTP	0 days	Tue 12/10/24	Tue 12/10/24
59	Permitting, Field Prep	3 wks	Wed 12/11/24	Tue 12/31/24
60	Field Work	1 wk	Wed 1/1/25	Tue 1/7/25
61	Office Work	2 wks	Wed 1/8/25	Tue 1/21/25
62	Survey Delivered	1 wk	Wed 1/22/25	Tue 1/28/25
63	**Right-of-Way**	**166 days**	**Tue 10/22/24**	**Tue 6/10/25**
64	Identify ROW Needs	2 wks	Tue 10/22/24	Mon 11/4/24
65	Prepare Legal Descriptions and Exhibits	2 wks	Wed 12/11/24	Tue 12/24/24
66	ROW Acquisition	6 mons	Wed 12/25/24	Tue 6/10/25
67	**Bidding & Procurement**	**40 days**	**Fri 6/6/25**	**Thu 7/31/25**
68	Prepare Bid Documents	2 wks	Fri 6/6/25	Thu 6/19/25
69	Bidding	3 wks	Fri 6/20/25	Thu 7/10/25
70	Contracting	3 wks	Fri 7/11/25	Thu 7/31/25
71	Begin Construction	0 days	Thu 7/31/25	Thu 7/31/25



Project: Durango St- 249th Ave to Miller Rd
Intersection Analysis & Roadway Design Improvement
Date: Wed 9/4/24

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	
Split	External Tasks	Inactive Summary	Manual Summary	Progress	
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	
Summary	Inactive Task	Duration-only	Finish-only		

APPENDIX C
ETHOS ENGINEERING
GEOTECHNICAL INVESTIGATIONS
SCOPE OF SERVICES AND FEE PROPOSAL

August 29, 2024

Joel Varner, PE
Kimley-Horn & Associates, Inc.
1661 East Camelback Road, Suite 400
Phoenix, AZ 8516

RE: Proposal for Geotechnical Investigation
Durango Street and Yuma Road Intersection
Buckeye, Arizona

Dear Joel:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this scope of work, work-hour estimate, and fee proposal for professional geotechnical engineering services for the referenced project to the Kimley-Horn & Associates, Inc. (KHA) design team.

1.0 Purpose

The project will design and re-construct the Durango Street and Yuma Road intersection located in the City of Buckeye (City). The intersection will be built to City standards including 1,200 feet west to Miller Road, 1,000 feet north of the intersection, and 500 feet east of the intersection. Additionally, the project will install three new pipe culvert crossings and install storm drain and retention basins (assumed 6-ft deep).

The purpose of the geotechnical engineering services will be to evaluate the physical properties of the existing subgrade conditions to establish engineering criteria for the final design and construction of the roadway improvements. Our proposed scope of work for geotechnical services is based on the discussion documented herein.

2.0 Geotechnical Scope of Services

Based on the information provided, we understand geotechnical borings are needed for the intersection and roadway improvements. Ethos will supervise the drilling of roadway and drainage borings to generally meet the exploration requirements for final investigation. No previous geotechnical reports within the project area were made available.

Ethos will perform a subsurface investigation of the existing site soils with as-needed investigative support to be provided by ACS Services, LLC (ACS). The following describes the geotechnical scope of work planned and assumptions made to form the basis of our proposal. In general, the scope of work will include field exploration including soil borings followed by laboratory testing, engineering analyses, and reporting.

2.1 Project Initiation

Ethos will prepare a Geotechnical Field Investigation Plan (FIP) showing intended boring locations, equipment access and equipment information for submittal to the City to obtain an environmental clearance, as needed. All work will be completed within City right-of-way, and we will coordinate with the City to obtain a permit, as needed. We have assumed that no permit fees from the City or right-of-way permits from additional entities (e.g. Union

Pacific Railroad) will be required. Our proposal does not include any permit costs or effort associated with permits other than the City.

We have assumed that traffic control consisting of shoulder work signs be required. We will coordinate the drilling to schedule the field work. Ethos will mark the boring locations and coordinate with Arizona 811 to locate public underground utilities that may be present on the site.

2.2 Geotechnical Field Investigation

Ethos will conduct geotechnical explorations for the roadway elements to evaluate the subsurface soil conditions at the site. Ethos will subcontract a drilling company for the field exploration.

The project is anticipated to include up to three (3) 10-foot-deep roadway borings along the roadway shoulders. The borings will be located at approximate 1000-foot intervals along the roadway approaches to the intersection to characterize the subgrade soils. The borings will be completed with a truck-mounted drill rig advancing hollow-stem auger to evaluate subgrade and existing pavement conditions for the proposed pavement and pipes. It is assumed that all borings will be off from existing pavement. Upon completion of the field activities, the borings will be backfilled with drill cuttings.

Additionally, the project is anticipated to include up to two (2) 6-foot-deep percolation borings. The drill depth will be coordinated with the drainage engineer. These borings will be conducted within existing City right-of-way. In order to safely test to a depth of 5 feet, we plan to drill this test boring with 16-inch diameter hollow stem auger (HSA) and insert into the open hole an unslotted 12-inch inside diameter (ID) Schedule 40 PVC pipe. Ethos will perform a falling head percolation test in accordance with current Arizona Department of Environmental Quality procedures. The borings will be backfilled with soil cuttings.

Standard penetration test (SPT) samples, ring (brass-sleeved), and bulk samples at selected depths will be obtained from the test borings to conduct laboratory testing. Ring and/or SPT sampling intervals will generally be at intervals of 5 feet or less. An Ethos field engineer will oversee the drilling operations and log the test borings. Soil samples will be obtained from the test borings in order to conduct laboratory testing.

This proposal assumes the site can be accessed with two-wheel drive vehicles during normal daytime hours and does not include services associated with site clearing or private location of on-site underground utilities.

2.3 Laboratory Testing

We estimate the laboratory testing in Table 2.1 will be performed for samples collected as part of this project, by ACS as assigned by Ethos.

Table 2.1 – Summary of Proposed Lab Testing Program

Item/Description	Estimated Number
Grain Size Analysis (Total - Coarse and Fine) - ASTM C136 & C117	5
Atterberg Limits (Plasticity Index) - ASTM D4318	5
Moisture/Density of Rings (ASTM D2937)	3
Moisture Content (ASTM D2216)	2
pH and Resistivity (AZ Method 236e)	2
Sulfates and Chlorides (AZ Method 733b)	2

2.4 Engineering Analysis & Reporting

Ethos will perform engineering analyses of the data obtained from the explorations to prepare design reports for the project. The reports will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona. We plan on preparing a draft and final Geotechnical Roadway Report addressing pavement and site grading.

Generally, the Geotechnical reports will include the following data:

- Description of the area covered by the report and existing site conditions, including vicinity map.
- Description of the geology and topography of the area, including soil types, and drainage characteristics and estimated depth to groundwater.
- A site plan showing boring locations and a description of procedures and equipment used in the subsurface investigation program. Field investigations will include descriptions of the soil types, penetration test results, in situ test results.
- Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil strata encountered within the borings.
- A discussion of geological and geotechnical conditions and results with reference to specific locations on the project site.
- Recommendations for:
    - Temporary and permanent slope recommendations;
    - Evaluation of shrink/swell potential and the impact on pavements, where applicable;
    - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations;
    - Results of percolation testing;
    - Construction considerations;
    - Discussion of corrosion and degradation potential; and
    - Pavement design recommendations.
- Report will also include the following items in the appendix:
    - Plan view locations of field sampling/testing;

- Copies of the boring logs and field/laboratory test data used for the analysis and design; and
- Summary of laboratory testing results.

2.5 Project Meetings and Management

Our understanding is that the Ethos project manager will attend the project kickoff meeting. We have assumed that two additional meetings will be required. All meetings are assumed as teleconferences. We have assumed regular attendance at the monthly progress meetings will not be necessary.

3.0 Schedule

We will develop our FIP upon notice to proceed. Once approved, we (or KHA, as directed) will forward the FIP for environmental clearance. Once we receive the environmental clearance and a permit from the City, we will schedule our field investigation activities. When the boring locations are staked, we will clear underground utilities by coordinating with the Arizona 811. We anticipate starting to drill within 5 days after utility clearance within our work areas.

We plan on conducting our field work with a single crew, comprised of a drill crew, an Ethos field engineer and traffic control. We anticipate conducting the field work with 1 crew and will require up to 2 working days to complete.

Geotechnical analyses will be performed, and preparation of our reports will begin once the field investigation is completed. We anticipate submitting our draft reports for the design team and ADOT to review approximately 4 weeks after the completion of the field investigation. Final reports will be finalized within 2 weeks of resolution of comments.

4.0 Project Fees

The attached tables present the workhours for the various tasks anticipated to complete geotechnical design services for the project. The labor rates and unit costs used in this proposal are in conformance with our 2024 rates.

The total lump-sum cost based on the workhour estimate is **$11,970.25.**

Assumptions / Exclusions:
The following assumptions/exclusions are summarized below:

- Traffic volumes to be provided by others.
- Dust control and SWPPP permits or abatements are not required.
- Private utility location services will not be required.
- Unrestricted daytime work hours.

We appreciate the opportunity to submit this work scope and estimate of costs and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,
ETHOS ENGINEERING, LLC

Francisco J. Garza, PE
Principal/Senior Geotechnical Engineer

Reviewed By:

Keith Dahlen, PE
Principal/Senior Geotechnical Engineer

t:\2024xxx - kha - durango street and yuma road\scope and fee proposals\rev0\durango st and yuma road_geotechnical scope and fee estimate_ethos r0.docx

Attachments:

- Work-hour Estimate
- Derivation of Cost Summary
- Subcontractor Quotes

Durango Street and Yuma Road Intersection
Ethos Engineering, LLC - Work-Hour Estimate

Project Work Task	Project Manager - Sr.	Engineer - Sr.	Engineer	Designer	CADD Technician	Administration	Total Hours
Project Set Up and Management	1	0	0	0	0	1	2
Permitting and Boring Plan Preparations	0	1	0	4	0	0	5
Site Layout and Utility Clearances	0	1	0	4	0	0	5
Field Investigation	0	1	0	6	0	0	7
Percolation Testing	0	1	0	6	0	0	7
Laboratory Testing	0	1	0	1	0	0	2
Engineering Analyses	0	0	2	4	0	0	6
Draft and Final Geotech Reports	2	8	0	16	2	2	30
Initial and Final PDS and MDR	0	0	0	0	0	0	0
Project Meetings	2	2	0	0	0	0	4
TOTAL	5	15	2	41	2	3	68

DERIVATION OF COST SUMMARY

DIRECT LABOR

Classification	Hours	Rate	Labor Costs
Project Manager - Sr.	5	$210.32	$1,051.60
Engineer - Sr.	15	$177.38	$2,660.70
Engineer	2	$108.68	$217.36
Designer	41	$81.50	$3,341.50
CADD Technician	2	$78.87	$157.74
Administration	3	$76.97	$230.91
Total Hours:	68		
		Total Direct Labor	$7,659.81

DIRECT EXPENSES

Vehicle Mileage (Personal) (4 trips at 94 miles roundtrip)	376 mi. @	$0.655 /mi.	$246.28
		Total Direct Expenses:	$246.28

OUTSIDE SERVICES

ACS Services - Drilling (See Attached) DBE	$1,826.76
ACS Services - Laboratory Testing (See Attached) DBE	$1,627.13
Roadsafe - Traffic Control (See Attached)	$610.27
Total Estimated Outside Services:	$4,064.16
TOTAL LUMP-SUM COST:	**$11,970.25**

By:

Francisco J. Garza

Francisco J. Garza, Project Manager

8/29/2024
Date

ACS SERVICES LLC
DBE SBE WBE

Page: 1 of 1
Proposal #: 2460119
Proposal Date: 8/28/2024

Thank you for the opportunity to provide a quote for one of your potential jobs.

Ethos
Pancho Garza
9180 S Kyrene Rd, #104
Tempe, AZ 85284

Project Name: Durango St & Yuma Rd
Location: Durango St & Yuma Rd Intersection
Buckeye, AZ 85326

Subject: Advance Five 4 1/4" HSA borings (Three to 10' for a total of 30'), Advance Two 16" SSA borings (two to 6' for a total of 12'). All borings are on unpaved roads and will not need to be patched, only backfilled with cuttings. Ethos will call in utilities and provide any permits and TC needed.

Item	Quantity	Unit	Cost	Price
Drilling				
Mob/Demob	2	HR	$ 225.00	$ 450.00
Auger Drilling (0'-51')	42	FT	$ 32.78	$ 1,376.76
			Drilling Total	**$ 1,826.76**
Lab				
Grain Size Analysis	5	EA	$ 93.15	$ 465.75
Atterberg Limits (placticity Index)	5	EA	$ 85.96	$ 429.80
Moisture Content	2	EA	$ 23.56	$ 47.12
Undisturbed Ring Density/Moisture	3	EA	$ 40.32	$ 120.96
pH and Minimum Resistivity	2	EA	$ 166.75	$ 333.50
Sulfates and Chlorides	2	EA	$ 115.00	$ 230.00
			Lab Total	**$ 1,627.13**
			Total Lump Sum Costs	**$ 3,453.89**

Charles Johnson "Eddie"

Charles Johnson "Eddie"

RoadSafe TRAFFIC SYSTEMS
Life on the road

QUOTATION

3015 E Illini
Phoenix, AZ 85040
602-243-1218
Fax 602-243-3470

Quote Date	Quote ID
9/7/2023	09072023MG02
Payment Terms	Net 30 Days

Valid Through: 10/7/2023

ETHOS ENGINEERING LLC
Accounts Payable
9180 S KYRENE ROAD SUITE 104
TEMPE, AZ 85284
Phone: 480-203-9252

Email: pgarza@ethosengineers.com

Job Location:
Bullard and Celebrate Life Way
Goodyear
Quote Created By: Mike Gillen
Estimated Days: 1

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck *	$62.00	Per Hour	8	1	8	$496.00
Sandbags *	$1.01	Per Each	4	1	4	$4.04
Medium Sign *	$0.84	Per Day	2	1	2	$1.68
Small Sign *	$0.64	Per Day	2	1	2	$1.28
Spring Stand *	$2.10	Per Day	2	1	2	$4.20
Sign Stand 4 ft *	$0.60	Per Day	2	1	2	$1.20
TCP	$50.00	Per Hour	1	1	1	$50.00
Vertical Panel Side VP *	$0.50	Per Day	15	1	15	$7.50

Note: The * indicates taxable items.

EQUIPMENT	$15.86
ONE TIME CHARGES	$54.04
LABOR	$496.00
SUBTOTAL	$565.90
SALES TAX (8.6%)	$44.37
QUOTE TOTAL	$610.27

Quote to set a 1 50ft shoulder closures on Bullard s/b between Roosevelt and Celebrate Life Way , standby and move closure to 3 different spots 2 hours at each location

Mike Gillen — 8/29/2024

Mike Gillen
RoadSafe Traffic Systems, Inc.
Date

Accepted By:

Signature — Date

Print Name

Title

Company

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.P. CA - Legal- Settlement Agreement between City of Buckeye and Zachary Thompson
DATE PREPARED: 01/02/25	**DISTRICT NO.:**
STAFF LIAISON: Scott McCoy, City Attorney, smccoy@buckeyeaz.gov, (623) 349-6982	
DEPARTMENT: Legal	**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 Settlement Agreement between the City of Buckeye and Zachary Thompson; and authorize the City Manager to execute and deliver the Settlement Agreement on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:
In 2024, former city employee Zachary Thompson filed a complaint with the Arizona Civil Rights Division and cross-filed that complaint with the Equal Employment Opportunity Commission asserting various employment related claims against the City. The City has responded to Thompson's complaint denying any wrongdoing with respect to Mr. Thompson's employment at the City. After consultation with the City's insurer and with Mr. Thompson, the City and Mr. Thompson have reached a resolution resolving all claims of Mr. Thompson lodged against the City as reflected in the accompanying Settlement Agreement. The material terms of the settlement agreement require Mr. Thompson to release the City from any and all liability from any claim against the City and requires Mr. Thompson to request the withdrawal of his EEOC complaint in exchange for a one-time payment to Mr. Thompson in the amount of $25,000.00.

BENEFITS:
This settlement agreement will resolve a disputed claim, provide certainty to the City, limit the City's financial exposure and eliminate the need to direct city resources (financial and personnel) in defense of the claim.

FUTURE ACTION:
There are no future actions.

FINANCIAL IMPACT STATEMENT:
There is no direct financial impact to the City as the settlement proceeds are provided through the City's insurer.

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: 01/07/25	**AGENDA ITEM:** 4.Q. CC - Liquor License Application for Tacos Barbon (Series 12 Restaurant)
DATE PREPARED: 01/02/25	**DISTRICT NO.:** 2
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 315402) for Tacos Barbon, located at 343 East Monroe Avenue in Buckeye.

SUMMARY

PROJECT DESCRIPTION:
Tacos Barbon is requesting approval for a Series 012 Restaurant Liquor License Application for their business located near Monroe Avenue. The application and public notice were legally posted and approved by staff. The business is located in the Buckeye Planning area and will pay Buckeye taxes. The business has an established business location in Goodyear, Arizona.

BENEFITS:
The City will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:
After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

FINANCIAL IMPACT STATEMENT:
The City will continue to collect sales tax and revenue from liquor sales.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
JOB #315402 REDACTED.pdf
TacosBarbon GIS Map.pdf

Received in the Buckeye City Clerk's office November 25, 2024 at 11:45 a.m. by LCA

State of Arizona
Department of Liquor Licenses and Control

Created 11/19/2024 @ 04:29:30 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	TACOS BARBON		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	343 E MONROE AVENUE STE 105 & 110 BUCKEYE, AZ 85326 USA		
Mailing Address:	[redacted] PHOENIX, AZ 85004 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	[redacted] PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

60th day 01/18/2025
105th day
03/04/2025

Name: BARBON ASADERO LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23741661 State of Incorporation: AZ
Incorporation Date: 10/17/2024
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

Officers / Stockholders

Name:	Title:	% Interest:
TACOS BARBON LLC	Member	100.00

BARBON ASADERO LLC - Member

Name: TACOS BARBON LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23038391 State of Incorporation: AZ
Incorporation Date: 11/19/2019
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

TACOS BARBON LLC - Member

Name: ISAI HOYOS MARTINEZ
Gender: Male
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

TACOS BARBON LLC - Member

Name: CLAUDIA KARINA DOMINQUEZ CANO
Gender: Female
Correspondence Address: [redacted]
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 315402
Application Type: New Application
Created Date: 10/31/2024

QUESTIONS & ANSWERS

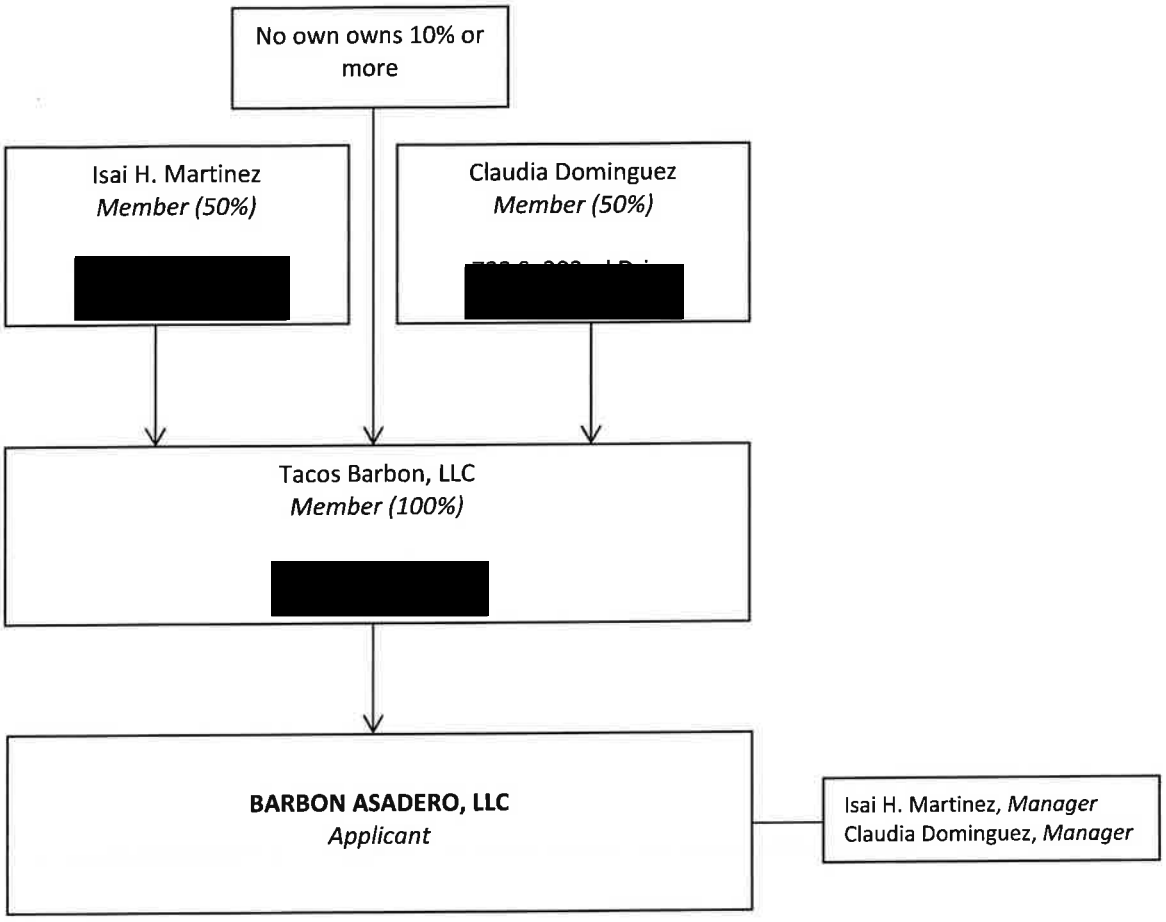
012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   TERMINATION AND MONETARY DAMAGES
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $0.00
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Tacos Barbon_Agt Ctzn - ADL.pdf	10/31/2024
QUESTIONNAIRE	Tacos Barbon_Agt Q - ADL.pdf	10/31/2024
RECORDS REQUIRED FOR AUDIT	Tacos Barbon_Audit Form.pdf	10/31/2024
QUESTIONNAIRE	Tacos Barbon_CP Q - Claudia.pdf	10/31/2024
QUESTIONNAIRE	Tacos Barbon_CP Q - Isai.pdf	10/31/2024
DIAGRAM/FLOOR PLAN	Tacos Barbon_Diagram.pdf	10/31/2024
MENU	Tacos Barbon_Menu - drinks.pdf	10/31/2024
MENU	Tacos Barbon_Menu - food.pdf	10/31/2024
ORGANIZATIONAL DOCUMENTS	Tacos Barbon_Ownership Chart.pdf	10/31/2024

BARBON ASADERO, LLC
Ownership Chart | October 22, 2024



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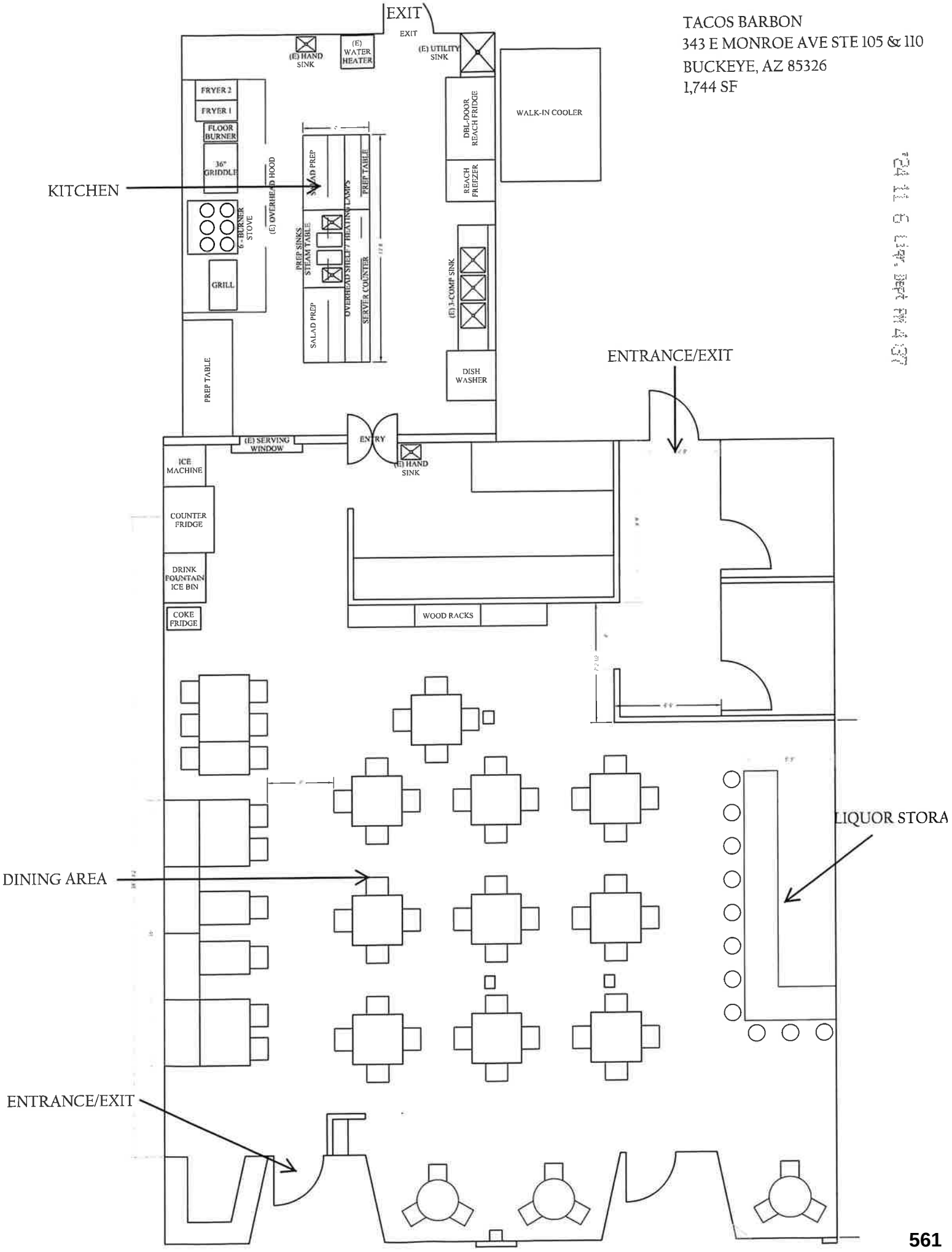
TACOS BARBON
343 E MONROE AVE STE 105 & 110
BUCKEYE, AZ 85326
1,744 SF



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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): TACOS BARBON

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	MOTAK FLAT TOP GAS GRIDDLE 36" (MGR36-T) WOLF RANGE 36" (WX366BN)
Oven	SOUTHBEND 36" RANGE S-SERIES WITH OVEN
Freezer	1 - REACH-IN FREEZER
Refrigerator	DELFIELD MEGA COMBO REFRIGERATED BASE (4448NP + 4424NP) TRUE REACH-IN REFRIGERATOR (T-49-HC) CUSTOM WALK-IN COOLER
Sink	3-COMPARTMENT SINK + 1 DISHWASHER MACHINE
Dish Washing Facilities	3 - HAND SINKS | 1- UTILITY SINK
Food Preparation Counter (Dimensions)	DUKE STEAM TABLE (21-E2DLSS120) CUSTON PREP TABLES (x5)
Other	2- PITCO SOLSTIC GAS FRYER (169-SG18SNG) TURBO AIR PREP COOLER (MST-72-N)

3. Attach a copy of your FULL menu with pricing **INCLUDING ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 65 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(**If yes, what percentage of the public floor space does this area cover?**) _____ %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [70]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 10]

TOTAL [= 80]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions,** or **any other entertainment?** ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

1 - TV's

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	5
Bartenders	2
Hostesses	1
Managers	2
Servers	8
Other ( )	
Other ( )	
Other ( )	

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

Barbon's Cantina

MARGARITAS

- **HOUSE**
  House Tequila, orange liqueur, lime juice, agave nectar – **12**
- **BARBON HOUSE**
  El Tesoro Blanco, orange liqueur, lime juice, agave nectar – **15**
- **JALAPENO**
  Our House Margarita w/ muddled jalapeno slices – **13**
- **POMEGRANATE**
  Our House Margarita w/ cranberry juice, pomegranate puree – **14**
- **CHAMOYADA**
  Tequila, orange liqueur, lime juice, chamoy, mango puree, Tapatio, Tajin – **13**
- **LA PALOMA**
  Tequila, orange liqueur, lime juice, Orange Juice, Grapefruit juice, Grapefruit Soda – **13**

ADD FLAVORING +1.50

SPECIALTY COCKTAILS

- **SANGRIA REFINADA**
  Gin, Merlot, orange juice, agave nectar, lime juice, fresh berries, basil – **14**
- **AGAVE MULE**
  Jack Daniels, cranberry juice, pomegranate puree, lime juice, agave nectar, mint, fresh berries – **17**
- **LA ANTIQUADA** *"Mexican Old Fashioned"*
  Rancho Tepua Bacanora, Casa Noble Reposado, orange bitters, sugar – **22**
- **LA TOXICA**
  Tamarindo Smirnoff Vodka, orange liquor, lime juice, agave nectar, watermelon puree – **12**
- **SEX IN SONORA**
  Vodka, Gin, Coconut Rum, peach Schnapps, pineapple & cranberry juice – **13**
- **BARBON'S MOJITO**
  Bacardi Rum, fresh mint, agave nectar, soda water – **13**
- **CARAJILLO**
  Liquor 43, espresso shot – **10**
- **MAZAPAN MARTINI**
  Malibu Rum, Mazapan candy, evaporated milk – **10**
- **DESIERTO SONORA**
  Rancho Tepua Bacanora, Chile Poblano Liqueur, agave nectar, pineapple juice, sal de gusano – **19**

FLIGHTS

- **MARGARITA FLIGHT**
  House, Jalapeno, Pomegranate, Chamoyada – **24**
- **BARBON'S FLIGHT** *Agua Frescas*
  Cucumber-lime, Vodka / Pineapple, Malibu Rum / Horchata, Rum Chata – **26**
- **MIMOSA FLIGHT** Cranberry, Orange, Pineapple – **25**

ON TAP

- **DOS EQUIS** – 7
- **MODELO ESPECIAL** – 6.50
- **805** – 6.50
- **COORS LIGHT** – 5

ASK YOUR SERVER ABOUT OUR BEER BOTTLE SELECTION

MICHELADAS

- **REGULAR** – 11
- **PREPARADA** Served w/ Shrimp, Carne Seca (Jerky), Cucumber Stick – **21**

NON-ALCOHOLICS

- **VIRGIN BERRY MOCKTAIL**
  Orange juice, agave nectar, fresh berries, basil – **10**
- **CORONA NON-ALCOHOLIC** – 5
- **VIRGIN MICHELADA**
  Served w/ Topo Chico mineral water – **11**

SPIKED AGUA FRESCAS

Cucumber-lime, Vodka / Pineapple, Malibu Rum / Horchata, Rum Chata – **9**

BREAKFAST MENU

(DAILY 7-10AM)

BURRITOS

- **POTATO, EGG & CHEESE** – 6.95
- **PROTEIN, EGG & CHEESE** Chorizo, Bacon, Sausage – 8.95
- **ASADA, EGG & CHEESE** – 10.95 MP
- **BARBON BURRITO** Ribeye Steak & eggs, cheese, fresh guac – 16 MP

DESAYUNOS

- **BRUNCH STYLE RED TACOS**
  Two over easy eggs served over two Red Tacos, topped w/ pickled onion, cilantro, cotija cheese & sour cream drizzle – **14**
- **CHILAQUILES**
  Picked Red onion, cilantro, sour cream, cotija, Choice of Protein, Two eggs any style – **16**
- **BARBON STEAK & EGGS**
  Ribeye Steak, two eggs any style, potatoes, choice of bread, chimichurri – **28 MP**
- **EL CLASICO**
  Two eggs any style, bacon or sausage, potatoes, choice of bread – **10**
- **FRENCH TOAST** Served w/ fresh fruit – **12**

BEBIDAS

- **COFFEE** – 3
- **JUICE** Orange or Apple – 3.75

*All Tacos Available for Breakfast

DAILY BAR SPECIALS

- **FROZEN MARGARITA**
  ADD FLAVORING +1.50 – **6**
- **FROZEN MANGO SHOTS (3)** – 10
- **BEER BUCKET** – 25

TEQUILA LIST

*Premium Small Batch Artisanal Tequila
100% Additive Free, 100% Agave

- PEDRO MORALES Gold – WELL
- HORNITOS Blanco
- CASAMIGOS Blanco, Reposado
- PATRON Silver, Reposado
- *EL TESORO Blanco, Reposado, Anejo
- *EL TEQUILENO Blanco Platinum, Reposado Cristalino
- *CASA NOBLE Anejo
- *CIERTO TEQUILA Reposado
- DON JULIO Blanco, 1942 Reposado, 70 Anejo
- CASAMIGOS Blanco, Reposado
- ESPOLON Blanco
- *CAZCANES Blanco, Reposado

All Prices subject to change w/o notice. **18% auto-gratuity will be applied to all parties of 8 or more**MP= Market Price / V= Vegetarian / VG= Vegan / All our meats, salsas, corn tortillas are gluten free.
Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increases your risk of foodborne illness, especially if you have certain medical conditions
If you use a Credit Card, we will charge an additional 3% to help offset processing costs. This amount is not more than what we pay in fees. Sales tax also applies. Thank you for your understanding

Menu

TACOS BARBON

PARA LA MESA

- QUESO FUNDIDO
  Oaxaca cheese topped w/ beef chorizo, flour tortillas - **15**
- RIBEYE CHICHARRONES
  Pan Fried ribeye bites, served over fresh guac - **14 MP**
- SALSA TATEMADA served w/ chips - **5**
- FRESH GUAC served w/ chips - **8**
- SALSA TATEMADA & FRESH GUAC served w/ chips - **12**
- BIRRIA NACHOS
  Nacho Cheese, red onion, cilantro, jalapeno, fresh guac, house made chipotle sauce - **16**
- STUFFED JALAPENOS
  Roasted Jalapenos stuffed w/ carne asada,, melted cheese, pickled onion, guac sauce - **15 MP**

TACO PLATTERS

- TACO PLATTER
  3 tacos, Rice, Ranchero Beans. Choose: Asada, chicken, Al Pastor, Birria - **18**
- RIBEYE TACOS **(Barbon Style or Regular)**
  3 Ribeye Tacos topped w/ choice of Barbon's signature chimichurri "Barbon Style" or regular garnish "onion, cilantro & guac". Ranchero Beans, grilled onion & pepper - **22 Mp**
- SONORAN TACOS
  3 Sonoran style carne asada tacos on flour. Ranchero Beans, grilled onion & pepper - **22 MP**

Plates Include Ranchero BeansAsk About our Taketo Style (Keto friendly)***

A LA CARTE TACOS

- CHICKEN, AL PASTOR - **3.25 EA / ORDER OF THREE - 9**
- BIRRIA, POTATO - **3.95 EA / ORDER OF THREE - 11**
- LOADED POTATO TACO - **6.95 EA**
  Our signature potato taco loaded w/ your favorite protein!
- CARNE ASADA, RED TACO, RIBEYE CHICHARRON - **4.95 EA**
- RIBEYE, BARBON STYLE, SONORAN - **6.95 EA**
- BARBONCITOS
  Toasted tortilla, beans, melted cheese, choice of protein
  - BEAN & CHEESE - **2.95 EA**
  - CHICKEN, AL PASTOR, BIRRIA - **4.95 EA**
  - CARNE ASADA, RIBEYE - **6.95 EA**

TACOS AVAILABLE ALL DAY Ask About our Taketo Style (Keto friendly)***

TACO TUESDAY (ALL DAY)
HAPPY HOUR (M-F 4-6PM)

- CHICKEN & AL PASTOR TACOS - **2.50**
- BIRRIA & POTATO TACOS - **2.95**
- CHIPS & SALSA TATEMADA - **2.95**

PLATILLOS DE CASA

- BARBON PLATTER
  A Sampling of our Premium Taco selection - **25**
- RED TACOS Y CONSOME
  3 Quesabirria tacos - beef birria & melted cheese, side of consomé - **16**
- PARRILLADA
  Mesquite Grilled Ribeye, Skirt Steak Asada, Chicken, Rice, Ranchero Beans, Grilled Quesadilla, garnishes, Tortillas - **72 MP**
- RIBEYE
  Mesquite Grilled Ribeye, Ranchero Beans, Grilled Quesadilla, Chimichurri, tortillas - **38 MP**
- TOMAHAWK
  Mesquite grilled Angus Ribeye Steak, Ranchero Beans, Chimichurri & garnishes, Tortillas - **120 MP**
- BURRITO SONORA
  Mesquite grilled Skirt Steak Asada, fresh guac, pico, green cabbage - **16 MP**
- CARNE ASADA FRIES
  Nacho cheese, asada, onion, cilantro, pico, Guac sauce, house made chipotle sauce, cotija - **19 MP**
- PROTEIN BOWL
  Choose: Chicken, Al Pastor, Birria, Asada Rice, Ranchero Beans, pico, red cabbage, cilantro Fresh guac, sour cream drizzle - **12**
- BIRRIA RAMEN
  Beef Birria served over noodles in consome broth, Pickled red onion, cilantro - **15**
- CHIMI FRIES
  French Fries topped w/ sliced ribeye steak & chimichurri - **18 MP**
- BIRRIA GRILLED CHEESE
  Toasted Brioch bread filled w/ our signature Beef Birria, melted cheese. Served w/ side of consome for dipping, garnish - **12**
- LOADED BAKED POTATO
  Baked potato, topped w/ butter, cheese, choice of protein, sour cream, pickled onion, cilantro - **16**

QUESADILLAS

- BARBON'S QUESADILLA
  Oaxaca cheese, ribeye steak, our signature chimichurri - **20 MP**
- MINI-DILLA Corn tortilla & cheese
  Cheese only - **3** / Choice of protein - **6.75**
- SONORAN QUESADILLA Flour tortilla & cheese
  Cheese only - **8.95** / Choice of Chicken, Al Pastor, Birria - **11.95** / Carne Asada - **13.95** / Ribeye - **18 MP**

BEBIDAS

- FOUNTAIN Coke Products - **4**
- BOTTLED MEXICAN COKE - **4.75**
- TOPO CHICO MINERAL WATER - **3.75**
- JARRITOS BOTTLED SODA - **3.25**

AGUAS FRESCAS

- HORCHATA - **4 / 6.50**
- CUCUMBER-LIME - **4 / 6.50**
- PINEAPPLE - **4 / 6.50**

POSTRE

- CHURROS - **6**
- CHURROS & ICE CREAM - **8**
- FRESAS CON CREMA (Strawberries & cream) - **8**
  / Add Ice cream or a churro - **10**

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All Prices subject to change w/o notice. **18% auto-gratuity will be applied to all parties of 8 or more** MP= Market Price / V= Vegetarian / VG= Vegan / All our meats, salsas, corn tortillas are gluten free.
Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increases your risk of foodborne illness, especially if you have certain medical conditions
If you use a Credit Card, we will charge an additional 3% to help offset processing costs. This amount is not more than what we pay in fees. Sales tax also applies. Thank you for your understanding

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RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): TACOS BARBON
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales

    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: _____

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	
Job #:	315402
Date Accepted:	11/6/24
CSR:	JT

fp current 8/29/25

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 04 / 01 / 1961
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING - SERIES 12
2. Business Name (doing business as): TACOS BARBON
3. Business Address: 343 E MONROE AVE STE 105 & 110, BUCKEYE, AZ 85326

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☒Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: ~~ASAI~~ Isai MARTINEZ

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
   Yes ☐ No ☒

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 10/30/2024

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Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	315402
Date Accepted:	11/06/24
CSR:	JT

Personal Information Questionnaire

805-340 fp current 3-31-23

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Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: DOMINGUEZ (Last) CLAUDIA (First) CANO (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 31 / 2014
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: TBD - SERIES 12
2. Business Name (doing business as): TACOS BARBON
3. Business Address: 343 E MONROE AVE STE 105 & 110, BUCKEYE, AZ 85326

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SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: ISAI MARTINEZ

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1.	Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years?	Yes ☑ No ☐
2.	Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years?	Yes ☐ No ☑
3.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D*	Yes ☐ No ☑
4.	Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*	Yes ☐ No ☑
5.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐ No ☑

I, (Print Full Name) CLAUDIA CANO DOMINGUEZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 10/31/2024

'24 11 6 Liqr. Dept PM 4 37

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 – YES

Name Claudia Dominguez

I am a controlling person for Az license no. [redacted] Tacos Barbon, at 1188 N. Dysart Rd. in Goodyear.

Signature

'24 11 6 Liq. Dept PM 4 37

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Fee:	
Job #:	315402
Date Accepted:	11/06/24
CSR:	JT

fp current 3/31/25

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A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: MARTINEZ (Last) ISAI (First) HOYOS (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12/08/1982
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: TBD - SERIES 12
2. Business Name (doing business as): TACOS BARBON
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Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☑Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: ISAI MARTINEZ

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) ISAI HOYOS MARTINEZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 10/31/24

'24 11 6 Liq. Dept PM 4:37

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 – YES

Name Isai Martinez

I am a controlling person for Az license no. [redacted] Tacos Barbon, at 1188 N. Dysart Rd. in Goodyear.

Signature

Certificate #640463

"24 11 6 Liq. Dept #437

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Isai Martinez
Full Name (please print)

Signature

03-24-2023
Training Completion Date

03-23-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

24 / 03 / 2023
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate #640463

'24 11 6 Liq. Dept PM 4:37

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Isai Martinez
Full Name (please print)

Signature

03-24-2023
Training Completion Date

03-23-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

24 / 03 / 2023
Day Mo Year

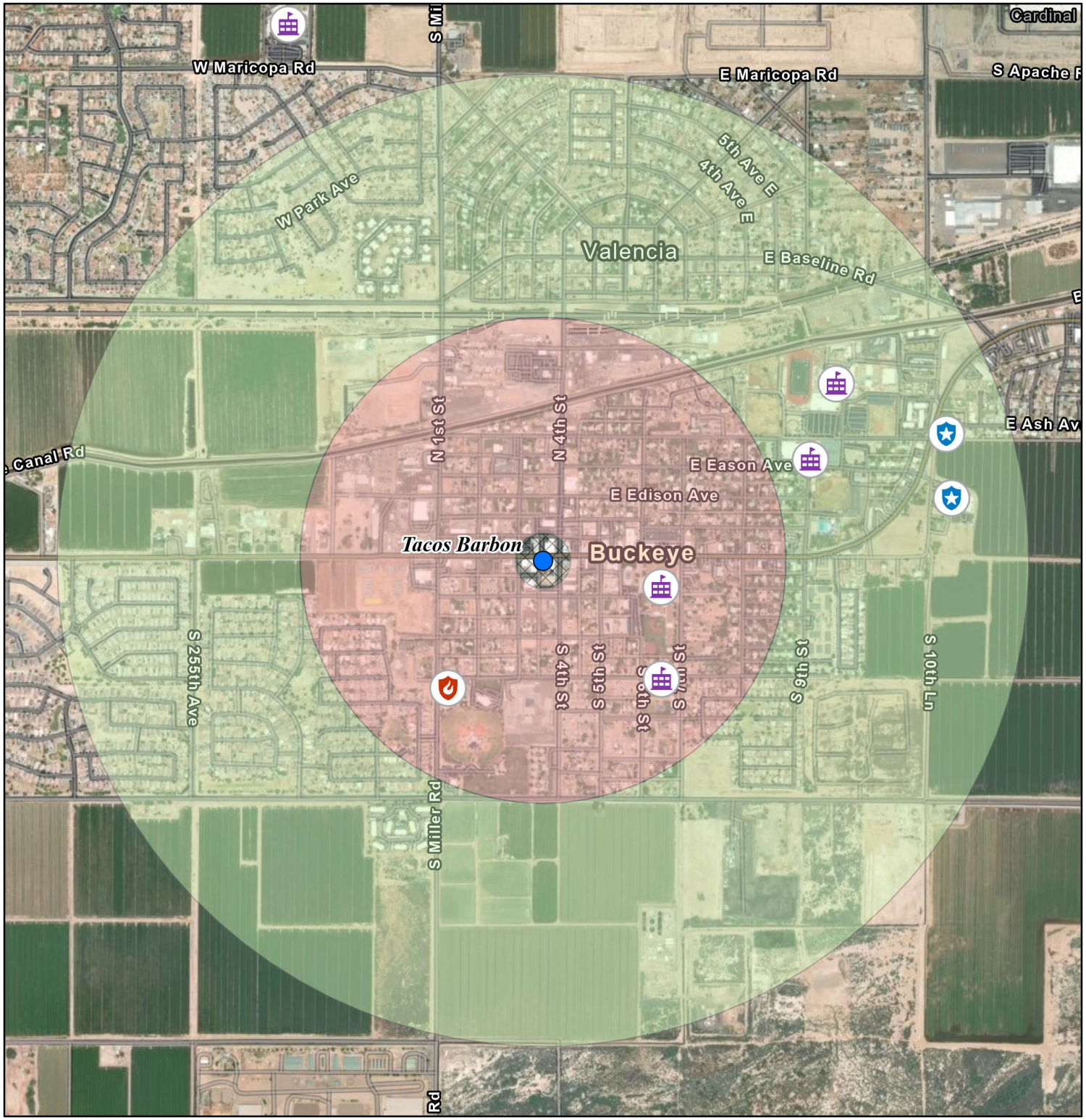
Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

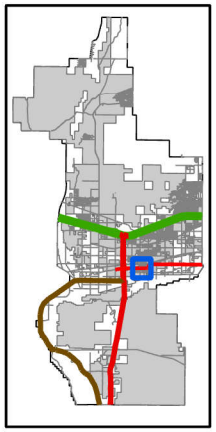
July 11, 2013



City of Buckeye
Business Licensing

Series: 012 Restaurant
Name: Tacos Barbon
Address: 343 E. Monroe Avenue #105 & 110
Buckeye, AZ 85326
AZ License App # 315402

- Tacos Barbon
- Schools
- Fire Stations
- Police Stations
- 300 ft. Radius
- 1/2 Mile
- 1 Mile



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BUCKEYE, AZ

The data depicted hereon are for reference purposes only.
The City of Buckeye does not warrant the accuracy or
integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 4.R. CC - Approval of Minutes
DATE PREPARED: 01/02/25	**DISTRICT NO.:** ALL
STAFF LIAISON: Summer Stewart, Deputy City Clerk, sstewart@buckeyeaz.gov, (623) 349-6914	
DEPARTMENT: City Clerk	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the October 15, 2024 Regular Council Meeting Minutes, November 5, 2024 Regular Council Meeting Minutes, November 19, 2024 Council Workshop Minutes, November 19, 2024 Regular Council Meeting Minutes, and December 17, 2024 Special Council Meeting and Council Executive Session Minutes.

SUMMARY

PROJECT DESCRIPTION:
Council to take action on the October 15, 2024 Regular Council Meeting Minutes, November 5, 2024 Regular Council Meeting Minutes, November 19, 2024 Council Workshop Minutes, November 19, 2024 Regular Council Meeting Minutes, and December 17, 2024 Special Council Meeting and Council Executive Session Minutes.

Minutes of all Council meetings are drafted in accordance with Arizona's Open Meeting Law, are reviewed and approved by Council at a future meeting, and then filed with the City's permanent records. All approved meeting minutes are posted on the City's website and maintained in the Office of the City Clerk.

FINANCIAL IMPACT STATEMENT:
No Financial Impact

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
10.15.2024 Regular Council Meeting Minutes.pdf
11.05.2024 Regular Council Meeting Minutes.pdf
11.19.2024 Council Workshop Minutes.pdf
11.19.2024 Regular Council Meeting Minutes.pdf
12.17.2024 Special Council Meeting and Council Executive Session Minutes.pdf

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
OCTOBER 15, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

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

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call
Mayor Orsborn called the meeting to order at 6:00 p.m.; Neighborhood Services Coordinator Janene Van Leeuwen led the invocation; Councilmember Hess led the Pledge of Allegiance.

Members Present: Councilmember Youngker (via Microsoft Teams), Councilmember HagEstad (via Microsoft Teams), Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Assistant to the Mayor Christine Grundy, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Community Services Director Miranda Gomez, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Aviation Director Scott Gray, Senior Traffic Engineer John Willett, and Acting Public Works Director Amy Murray.

2. Comments from the Public

Mary McKinney presented statements and concerns regarding the Monroe Avenue restriping project.

Deanna Moreno presented statements and concerns regarding the Monroe Avenue restriping project.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Mayor Orsborn declared a conflict of interest and recused himself from discussion and voting on Items *4.I and *4.J and requested discussion be held regarding Items *4.D, *4.E., *4.F, and *4.G.

After discussion was held regarding Items *4.D, *4.E., *4.F, and *4.G., a motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.K, *4.L, *4.M, and *4.N. Motion passed unanimously.

A motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve Items *4.I and *4.J. Councilmember Youngker, Councilmember HagEstad, Vice Mayor Goodman, Councilmember Hess, Councilmember Guy, and Councilmember Heustis voted aye; Mayor Orsborn recused. Motion carried.

***4.A Council to take action on Resolution No. 65-24 adopting a Title VI Plan for the City of Buckeye's Transit Services with Federal Transit Authority; and authorize the City Manager to sign and deliver said Plan on behalf of the City of Buckeye.**
Staff Liaison: Amy Murray, Acting Public Works Director

Council adopted Resolution No. 65-24 adopting a Title VI Plan for the City of Buckeye's Transit Services with Federal Transit Authority; and authorize the City Manager to sign and deliver said Plan on behalf of the City of Buckeye.

***4.B Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025182 between the City of Buckeye, an Arizona municipal corporation, and Tartan Oil, LLC, a Delaware limited liability company, for the purchase of fuel, including both diesel and unleaded, for all City vehicles and equipment; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Amy Murray, Acting Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025182 between the City of Buckeye, an Arizona municipal corporation, and Tartan Oil, LLC, a Delaware limited liability company, for the purchase of fuel, including both diesel and unleaded, for all City vehicles and equipment; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.C Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025192 between the City of Buckeye, an Arizona municipal corporation, and Altec Industries, Inc., an Alabama corporation, for the purchase of an Articulating Telescopic Aerial Device; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.**
Staff Liaison: Amy Murray, Acting Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2025192 between the City of Buckeye, an Arizona municipal corporation, and Altec Industries, Inc., an Alabama corporation, for the purchase of an Articulating Telescopic Aerial Device; and authorizing the City Manager to execute and deliver said CCPA on behalf of the City of Buckeye.

***4.D Council to take action on the submission of a $750,000 Fiscal Year 2023-2024 Railroad Crossing Elimination (RCE) Program grant application for the planning and design of a bridge over the Union Pacific Railroad (UPRR) crossing on Miller Road.**
Staff Liaison: Rob Roach, Grant Program Manager

Mayor Orsborn requested further information regarding the grant application. Mr. Roach stated staff is submitting multiple applications for grant funding related to transportation. The City desires to develop a comprehensive planning project that will lead to construction for the grade separation of an existing railroad crossing along Miller Road just south of Baseline Road in an underserved community. The planning project is for a bridge over a railroad crossing that will be sufficiently developed to support

future project development and construction. The goal is to improve safety and mobility of people and goods. The grant funds the planning effort for two years. The Federal grant portion is $600,000, with a $150,000 match from the City. The total project cost is $750,000.

Council approved the submission of a $750,000 Fiscal Year 2023-2024 Railroad Crossing Elimination (RCE) Program grant application for the planning and design of a bridge over the Union Pacific Railroad (UPRR) crossing on Miller Road.

***4.E Council to take action on the submission of a $750,000 Fiscal Year 2023-2024 Railroad Crossing Elimination (RCE) Program grant application for the planning and design of the relocation of Baseline Road around the Union Pacific Railroad (UPRR) crossing, eliminating the railroad crossing at Baseline Road.**
Staff Liaison: Rob Roach, Grant Program Manager

Mayor Orsborn requested further information regarding the grant application. Mr. Roach stated staff is submitting multiple applications for grant funding related to transportation. The City desires to develop a comprehensive planning project that will lead to construction for the grade separation of an existing railroad crossing along Baseline Road in an underserved community. The planning project is for the relocation of Baseline Road to eliminate the railroad crossing that currently exists at Baseline Road. The planning project will be sufficiently developed to support future project development and construction. The goal is to improve safety and mobility of people and goods. The grant funds the planning effort for two years. The Federal grant portion is $600,000, with a $150,000 match from the City of Buckeye. The total project cost is $750,000.

Council approved the submission of a $750,000 Fiscal Year 2023-2024 Railroad Crossing Elimination (RCE) Program grant application for the planning and design of the relocation of Baseline Road around the Union Pacific Railroad (UPRR) crossing, eliminating the railroad crossing at Baseline Road.

***4.F Council to take action to ratify and approve the submission of a $18,74,250 United States Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Program grant application for the planning, design, and construction of a multi-modal bridge and road over the irrigation canal on Rooks Road.**
Staff Liaison: Rob Roach, Grant Program Manager

Mayor Orsborn requested further information regarding the grant application. Mr. Roach stated staff is submitting multiple applications for grant funding related to transportation. The City seeks to construct a multi-modal bridge and road connecting Rooks Road from Baseline Road to MC85. The bridge over the irrigation canal will connect the downtown area to employment (KORE Power) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Rooks Road over the irrigation canal will also improve air pollution, reduce environmental harm, and improve community accessibility, economic development, and safety. The grant will cover a three-year period, if awarded. The Federal grant portion is $9,337,125 with a $9,337,125 match from the City of Buckeye. The total project cost is $18,674,250.

Council ratified and approved the submission of a $18,74,250 United States Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Program grant application for the planning, design, and construction of a multi-modal bridge and road over the irrigation canal on Rooks Road.

***4.G Council to take action to ratify and approve the submission of a $64,953,000 United States Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Program for the planning, design, and construction of a multi-modal bridge over the irrigation canal and railroad tracks on Watson Road.**

Staff Liaison: Rob Roach, Grant Program Manager

Mayor Orsborn requested further information regarding the grant application. Mr. Roach stated staff is submitting multiple applications for grant funding related to transportation. The City seeks to construct a multi-modal bridge and road connecting Watson Road from Southern to MC85. The bridge over the railroad tracks and irrigation canal will connect the downtown area to employment (Walmart Distribution Center and Ross Warehouse) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Watson Road over the railroad and irrigation canal will also improve air pollution, reduce environmental harm, provide additional commercial traffic routes, and improve community accessibility and safety. If awarded, the grant will cover a three-year period. The Federal grant portion is $32,476,500 with a $32,476,500 match from the City of Buckeye. The total project cost is $64,953,000.

Council ratified and approved the submission of a $64,953,000 United States Department of Transportation (DOT) Reconnecting Communities Pilot (RCP) Program for the planning, design, and construction of a multi-modal bridge over the irrigation canal and railroad tracks on Watson Road.

***4.H Council to take action on Resolution No. 67-24 repealing Chapter 1, Section 1-2 Plan Submittal Requirements, dated March, 2012 of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled "City of Buckeye Engineering Design Standards Chapter 1: General Information, Section 1-1: Engineering Submittal Requirements," "City of Buckeye Engineering Design Standards Chapter 1: General Information, Section 1-2: As-Built Requirements," "City of Buckeye Engineering Design Standards Chapter 5: Stormwater Management, Section 5-3: Low Impact Development Manual;" and approving and adopting the same by reference.**
Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 67-24 repealing Chapter 1, Section 1-2 Plan Submittal Requirements, dated March, 2012 of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled "City of Buckeye Engineering Design Standards Chapter 1: General Information, Section 1-1: Engineering Submittal Requirements," "City of Buckeye Engineering Design Standards Chapter 1: General Information, Section 1-2: As-Built Requirements," "City of Buckeye Engineering Design Standards Chapter 5: Stormwater Management, Section 5-3: Low Impact Development Manual;" and approving and adopting the same by reference.

***4.I Council to take action on a final plat of Verrado Victory District Phase 10B, generally located east of Verrado Way and north of Victory Phases 7 and 8 within the Verrado Victory District.**
Staff Liaison: Sean Banda, Senior Planner

Mayor Orsborn declared a conflict of interest and recused himself from discussion and voting on this Item. Council approved a final plat of Verrado Victory District Phase 10B, generally located east of Verrado Way and north of Victory Phases 7 and 8 within the Verrado Victory District.

***4.J Council to take action on a Map of Dedication (MOD) for a section of Verrado Way from Canyon Drive to Lost Creek Drive, within the Verrado Heritage District.**
Staff Liaison: Sean Banda, Senior Planner

Mayor Orsborn declared a conflict of interest and recused himself from discussion and voting on this Item. Council to take action on a Map of Dedication (MOD) for a section of Verrado Way from Canyon Drive to Lost Creek Drive, within the Verrado Heritage District.

***4.K Council to take action on consenting to the Assignment and Assumption of Development Agreement (Verrado Marketplace) between the City of Buckeye, an Arizona municipal corporation, and Vestar Verrado Manager, LLC, an Arizona limited liability company, and Vestar Verrado, LLC, an Arizona limited liability company, and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.**
Staff Liaison: Suzanne Boyles, Economic Development Director

Council to take action on consenting to the Assignment and Assumption of Development Agreement (Verrado Marketplace) between the City of Buckeye, an Arizona municipal corporation, and Vestar Verrado Manager, LLC, an Arizona limited liability company, and Vestar Verrado, LLC, an Arizona limited liability company, and authorizing the Mayor to execute and deliver said Agreement on behalf of the City of Buckeye.

***4.L Council to take action on the Water Services Agreement between the City of Buckeye, an Arizona municipal corporation, and Highstreet West Fillmore (2024) Apartments, Ltd, an Arizona corporation.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved the Water Services Agreement between the City of Buckeye, an Arizona municipal corporation, and Highstreet West Fillmore (2024) Apartments, Ltd, an Arizona corporation.

***4.M Council to take action on Ordinance No. 25-24 amending the Buckeye City Code, by amending Chapter 8, Article 8-11, Section 8-11-6, Transfer, to delegate authority to the City Clerk to make recommendations regarding the acquisition of control; to include authority to make recommendations regarding extending premises to delegate that authority to the City Clerk; providing for repeal of conflicting ordinances; and providing for severability.**
Staff Liaison: Lucinda Aja, City Clerk

Council adopted Ordinance No. 25-24 amending the Buckeye City Code, by amending Chapter 8, Article 8-11, Section 8-11-6, Transfer, to delegate authority to the City Clerk to make recommendations regarding the acquisition of control; to include authority to make recommendations regarding extending premises to delegate that authority to the City Clerk; providing for repeal of conflicting ordinances; and providing for severability.

***4.N Council to take action on the September 17, 2024 Council Workshop Minutes and September 17, 2024 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the September 17, 2024 Council Workshop Minutes and September 17, 2024 Regular Council Meeting Minutes.

5. Public Hearings / Non-Consent - New Business

5.A Council to hold a public hearing only to review and discuss the proposed Land Use Assumptions and Infrastructure Improvement Plans referencing the Draft Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) provided by Tischler Bise.
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented information regarding the proposed Land Use Assumptions and Infrastructure Improvement Plans referencing the Draft Land Use Assumptions (LUA) and Infrastructure Improvements

Plan (IIP). In compliance with Arizona State Law, A.R.S. 9-463.05, and in alignment with the City of Buckeye's Finance Department Strategic Plan, this public hearing is being held to present the updated Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP). These updates aim to enhance the value-added services provided to the City's residents and business partners. As part of Arizona State Statute, these documents are required to be revised at least every five years, and the City is currently within the designated timeframe for these updates. The proposed Land Use Assumptions and Infrastructure Improvement Plan were advertised on August 1, 2024, in preparation for this public hearing. To ensure a funding source for future growth-related infrastructure, it is crucial to clearly communicate fees to all stakeholders, including staff, residents, customers, and the development community. The revisions to the Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) aim to better define these fees. The LUA and IIP are critical steps in updating the City's impact fees. This process, which began over a year ago, has involved extensive collaboration across City departments. The goal is to ensure the City's growth is funded sustainably, adhering to state regulations requiring periodic updates to these fees. The land use assumptions include a 10-year growth forecast, projecting the population to rise from 119,000 in 2024 to over 204,000 by 2034, along with significant employment growth. These projections were refined based on stakeholder feedback and recent trends to ensure they reflect current and anticipated development patterns. Mr. Kauppi detailed how fees are calculated and allocated. While police, fire, and library fees apply citywide, parks and recreation fees are split into northern and southern regions to reflect localized needs. A new arterial service area was introduced, targeting specific regions with tailored fees. Additionally, water and wastewater fees now rely on actual usage rather than meter size, providing a more precise and fair method of calculation. Several key changes were addressed, including a reduction in estimated daily water and wastewater usage, which will lower costs for most residents. Certain fees, such as those for pools, were eliminated, and northern park fees were adjusted by extending cost recovery over fifteen years. Examples illustrated how these changes would impact projects, emphasizing that the updated calculations aim to balance growth demands with sustainable infrastructure funding. Mr. Kauppi emphasized that these revisions are designed to reflect more accurate resource use, support future development, and ensure the City remains ahead of schedule in updating its fees. The adoption process will begin in November, with final approval anticipated by February, moving the city closer to implementing these adjustments by May 2025. Mayor Orsborn opened a public hearing at 6:47 p.m. to hear citizen input regarding the proposed Land Use Assumptions and Infrastructure Improvement Plans. James Ashley with Home Builders Association of Central Arizona presented statements regarding the public and community outreach during the process of drafting the proposed plans and thanked staff; stated remaining concerns will be presented to staff. There being no further public comment, Mayor Orsborn closed the public hearing at 6:49 p.m. Mayor Orsborn requested clarification regarding proposed water and wastewater fees. Mr. Kauppi provided additional information and clarification regarding the proposed water and wastewater fees. Ms. Boyles presented additional information regarding proposed fees. The commercial impact fees presented are based on maximum day engineering design standards, which represent the highest potential water demand. These benchmarks are used when actual water and sewer usage data for commercial clients is unavailable. However, businesses can submit their own water and sewer reports to demonstrate actual usage, which will likely result in lower fees. Economic development teams will work closely with clients and water services to understand real demand and ensure the fees are balanced. The goal is to attract new commercial development while maintaining the necessary infrastructure to support growth. This approach aims to avoid overburdening businesses with high fees while ensuring the community's competitiveness and ability to grow sustainably. The process highlights the delicate balance between fostering economic growth and funding essential infrastructure. Mr. Craig provided additional information regarding proposed fees. Utility impact fees for water and sewer services in the City were previously among the most affordable. Comparisons showed that multi-family units paid only a small fraction of what single-family homes paid. However, with updated assessments, multi-family units will now pay closer to two-thirds to three-quarters of the fees single-family homes pay per unit. This adjustment reflects a more accurate estimate of domestic water use within multi-family units, acknowledging their lower landscape water needs compared to single-family homes.

5.B Council to take action on Ordinance No. 20-24 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye October 2024 Building and Life Safety Codes Update;" adopting the same by reference; amending Chapter 15 Building Regulations, Article 15-2, Building Codes as set forth in the "City of Buckeye October 2024 Building and Life Safety Codes Update;" declaring as public records the National Electrical Code, 2023 Edition published by the National Fire Protection Association and the following 2024 International Codes published by the International Code Council and on file with the City Clerk: Building, Residential, Mechanical, Plumbing, Fuel Gas, Existing Building, and Fire; adopting the same by reference as amended by the City Code and the "City of Buckeye October 2024 Building and Life Safety Codes Update;" establishing effective dates for compliance with the updated codes; providing for repeal of conflicting ordinances and provisions; providing for severability; and setting forth penalties for violations.
Staff Liaison: Brian Craig, Development Services Director

Mr. Craig presented information regarding Ordinance No. 20-24. The City is preparing to update its building, life safety, and fire codes, transitioning from the 2018 International Codes to the 2024 cycle, with the exception of the Energy Conservation Code. The update process, which began last year, included internal reviews, training, and extensive community engagement with developers, builders, and associations to address concerns and ensure readiness. Notable changes include the removal of a local amendment requiring fire sprinklers in all non-residential buildings, aligning instead with base International Fire Code standards. This update also permits certain structures, like large parking canopies and accessory buildings, to forgo sprinklers under specific conditions. The changes aim to balance safety requirements with cost efficiency for builders while maintaining alignment with regional and national standards. Customers, particularly in the commercial sector, have expressed support for the updates, including the removal of stricter local requirements. James Ashley with Home Builders Association of Central Arizona presented statements regarding communication with the community and stakeholders regarding the proposed updates; expressed appreciation to staff for transparency and collaboration. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Ordinance No. 20-24 declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye October 2024 Building and Life Safety Codes Update;" adopting the same by reference; amending Chapter 15 Building Regulations, Article 15-2, Building Codes as set forth in the "City of Buckeye October 2024 Building and Life Safety Codes Update;" declaring as public records the National Electrical Code, 2023 Edition published by the National Fire Protection Association and the following 2024 International Codes published by the International Code Council and on file with the City Clerk: Building, Residential, Mechanical, Plumbing, Fuel Gas, Existing Building, and Fire; adopting the same by reference as amended by the City Code and the "City of Buckeye October 2024 Building and Life Safety Codes Update;" establishing effective dates for compliance with the updated codes; providing for repeal of conflicting ordinances and provisions; providing for severability; and setting forth penalties for violations. Motion passed unanimously.

5.C Council to take action on Ordinance No. 23-24 amending the Buckeye City Code by amending Chapter 3, Administration Code, Article 3-1, Officers in General, Section 3-1-1, Officers, to clarify titles of directors; amending Chapter 3, Administration Code, Article 3-3, Personnel System, Section 3-3-1, Creation and Scope, to clarify those employees eligible to participate in the City's personnel system; amending Chapter 3, Administration Code, Article 3-3, Personnel System, Section 3-3-3, Rules and Regulations, authorizing the adoption of "policies" and "guidelines" instead of "rules" and "regulations"; amending Chapter 3, Administration Code, Article 3-5, Meet and Confer Process, Section 3-5-12, Conflicts, to insert "guidelines" instead of "rules;" providing for repeal of conflicting ordinances; and providing for severability.
Staff Liaison: Cindy Camarata, Human Resources Director

Items 5.C and 5.D were presented concurrently. Ms. Camarata presented information regarding Ordinance No. 23-24. The City is proposing a comprehensive update to its policy manual, which has not undergone a full review since 2000. The overhaul aims to improve clarity for employees and leadership, respond to changes in laws and practices, and streamline access by housing policies in an online platform, PowerDMS, with accompanying training. Policies will serve as the overarching "North Star" for the City's direction, while detailed guidelines will outline specific procedures, managed at the City management level. Key updates were reviewed and include: new hires will transition to at-will status (excluding sworn personnel), salary ranges, job classifications, and descriptions will be standardized for all roles, faster vacation accruals based on prior state service (Arizona State Retirement System (ASRS) or Public Safety Personnel Retirement System (PSPRS)), more flexibility in cashing out vacation or sick time, removing biannual restrictions, introduction of six weeks of paid parental leave for birth, adoption, or foster care, and final decisions on appeals will move in-house, with external third-party input provided as recommendations rather than binding decisions. Additional changes include adjustments to department standard operating procedures, flexibility for future leave policies, and moving the Craig Tiger Act under guidelines instead of policies. The proposed effective date for these changes is December 1, 2024, with a city-wide communication and training rollout planned. Councilmember Heustis requested further information regarding sick and vacation time accrual. Ms. Camarata clarified that not all cities and towns base sick and vacation time accruals on time in ASRS or PSPRS. Councilmember Heustis requested clarification regarding hiring practices. Ms. Camarata stated the City follows all applicable laws with regard to hiring employees. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to Council to adopt Ordinance No. 23-24 amending the Buckeye City Code by amending Chapter 3, Administration Code, Article 3-1, Officers in General, Section 3-1-1, Officers, to clarify titles of directors; amending Chapter 3, Administration Code, Article 3-3, Personnel System, Section 3-3-1, Creation and Scope, to clarify those employees eligible to participate in the City's personnel system; amending Chapter 3, Administration Code, Article 3-3, Personnel System, Section 3-3-3, Rules and Regulations, authorizing the adoption of "policies" and "guidelines" instead of "rules" and "regulations"; amending Chapter 3, Administration Code, Article 3-5, Meet and Confer Process, Section 3-5-12, Conflicts, to insert "guidelines" instead of "rules;" providing for repeal of conflicting ordinances; and providing for severability. Motion passed unanimously.

5.D Council to take action on Resolution No. 66-24 repealing the City of Buckeye "Personnel Rules and Policies Manual;" declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye Human Resources Policy Sections 1 through 12;" adopting the "City of Buckeye Human Resources Policy Sections 1 through 12" by reference; directing the City Manager to implement guidelines to administer the "Human Resources Policy Sections 1 through 12;" establishing effective dates; providing for repeal of conflicting resolutions and provisions; and providing for severability.
Staff Liaison: Cindy Camarata, Human Resources Director

Items 5.C and 5.D were presented concurrently. Ms. Camarata presented information regarding Resolution No. 66-24. The City is proposing a comprehensive update to its policy manual, which has not undergone a full review since 2000. The overhaul aims to improve clarity for employees and leadership, respond to changes in laws and practices, and streamline access by housing policies in an online platform, PowerDMS, with accompanying training. Policies will serve as the overarching "North Star" for the City's direction, while detailed guidelines will outline specific procedures, managed at the City management level. Key updates were reviewed and include: new hires will transition to at-will status (excluding sworn personnel), salary ranges, job classifications, and descriptions will be standardized for all roles, faster vacation accruals based on prior state service (Arizona State Retirement System (ASRS) or Public Safety Personnel Retirement System (PSPRS)), more flexibility in cashing out vacation or sick time, removing biannual restrictions, introduction of six weeks of paid parental leave for birth, adoption, or foster care, and final decisions on appeals will move in-house, with external third-party input provided as recommendations rather than binding decisions. Additional changes include adjustments to

department standard operating procedures, flexibility for future leave policies, and moving the Craig Tiger Act under guidelines instead of policies. The proposed effective date for these changes is December 1, 2024, with a city-wide communication and training rollout planned. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Resolution No. 66-24 repealing the City of Buckeye "Personnel Rules and Policies Manual;" declaring as a public record that certain document on file with the City Clerk entitled the "City of Buckeye Human Resources Policy Sections 1 through 12;" adopting the "City of Buckeye Human Resources Policy Sections 1 through 12" by reference; directing the City Manager to implement guidelines to administer the "Human Resources Policy Sections 1 through 12;" establishing effective dates; providing for repeal of conflicting resolutions and provisions; and providing for severability. Motion passed unanimously.

6. Comments from the Mayor and Council – None.

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

Mr. Cotterman presented a brief summary of current events.

8. Proposals for Future Agenda Items – None.

9. Adjournment
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 7:38 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on October 15, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
NOVEMBER 5, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

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

Abstention has the same meaning as Recusal in the City of Buckeye Rules of Procedure (Section 6.2)

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Environmental Operations Manager Robert van den Akker led the invocation; Councilmember Hess led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember Hess, Councilmember Guy (via Microsoft Teams), Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: Councilmember HagEstad.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Community Services Director Miranda Gomez, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Deputy Director of Communications John O-Halloran, Aviation Director Scott Gray, Public Works Director Bret Hodne, and Acting Engineering Director John Willett.

2. Comments from the Public

Carroll Reynolds presented statements regarding the City's permitting process.

3. Awards/Presentations/Proclamations – None.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Vice Mayor Goodman requested Item *4.J be removed from the Consent Agenda and heard separately. A motion was made by Councilmember Heustis and seconded by Councilmember Hess to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, *4.I, *4.K, *4.L, *4.M, *4.N, *4.O., *4.P, *4.Q, and *4.R. Motion passed unanimously.

***4.A Council to take action to ratify Task Order No. 2 to the On-Call Consulting Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review and inspection services for Fiscal Year 2023-2024; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**

Staff Liaison: Brian Craig, Development Services Director

TBF

Council ratified approval of Task Order No. 2 to the On-Call Consulting Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review and inspection services for Fiscal Year 2023-2024; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.B Council to take action on Task Order No. 3 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**

Staff Liaison: Brian Craig, Development Services Director

TBF

Council approved Task Order No. 3 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003A.48) between the City of Buckeye, an Arizona municipal corporation, and Shums Coda Associates, Inc., a California corporation, related to building plan review services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.C Council to take action on Change Order No. 1 to the Professional Services Agreement (Contract No. 2024035) between the City of Buckeye, an Arizona municipal corporation, and Matrix Design Group, Inc., a Colorado corporation, related to the Gateway Activity Center (now known as The Landing Specific Area Plan); and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.**

Staff Liaison: Sean Banda, Senior Planner

TBF

Council approved Change Order No. 1 to the Professional Services Agreement (Contract No. 2024035) between the City of Buckeye, an Arizona municipal corporation, and Matrix Design Group, Inc., a Colorado corporation, related to the Gateway Activity Center (now known as The Landing Specific Area Plan); and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.

***4.D Council to take action on Task Order No. 5 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.**

Staff Liaison: Brian Craig, Development Services Director

TBF

Council approved Task Order No. 5 to the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.34) between the City of Buckeye, an Arizona municipal corporation, and Sunrise Engineering Inc., a Utah corporation, related to Civil Plan Review Services; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.E Council to take action on a Minor Subdivision titled 'Minor Subdivision Plat for 215th Avenue & Roosevelt', located west of the southwest corner of Verrado Way and Roosevelt Street.**

Staff Liaison: Bart Wingard, Principal Planner

N/A

Council approved a Minor Subdivision titled 'Minor Subdivision Plat for 215th Avenue & Roosevelt', located west of the southwest corner of Verrado Way and Roosevelt Street.

***4.F Council to take action on Resolution No. 72-24 amending the Development User Fee Schedule to extend the expiration date of Incentive Area B of the Downtown Incentive District; repealing conflicting resolutions; and providing for severability.**

Staff Liaison: Brian Craig, Development Services Director

TBF

Council adopted Resolution No. 72-24 amending the Development User Fee Schedule to extend the expiration date of Incentive Area B of the Downtown Incentive District; repealing conflicting resolutions; and providing for severability.

***4.G Council to take action on the Cooperative Contract Purchase Addendum (CCPA No. 2025215) between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, related to the replacement of twenty-two (22) Heating, Ventilation, and Air Conditioning (HVAC) units on the 3rd Floor at Buckeye City Hall; and authorizing the City Manager to execute and deliver the Contract on behalf of the City of Buckeye.**

Staff Liaison: Amy Murray, Acting Public Works Director

TBF

Council approved the Cooperative Contract Purchase Addendum (CCPA No. 2025215) between the City of Buckeye, an Arizona municipal corporation, and Sunstate Mechanical Services, LLC, a Delaware limited liability company, related to the replacement of twenty-two (22) Heating, Ventilation, and Air Conditioning (HVAC) units on the 3rd Floor at Buckeye City Hall; and authorizing the City Manager to execute and deliver the Contract on behalf of the City of Buckeye.

***4.H Council to take action on Delivery Order No. 1 to Job Order Contract (JOC) No. 2025085 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, related to the construction of the Recreation Center Office Reconfiguration CIP No. 10326; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.**

Staff Liaison: Steve Riley, Project Manager

TBF

Council approved Delivery Order No. 1 to Job Order Contract (JOC) No. 2025085 between the City of Buckeye, an Arizona municipal corporation, and Willmeng Construction, Inc., an Arizona corporation, related to the construction of the Recreation Center Office Reconfiguration CIP No. 10326; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

***4.I Council to take action on the Contract for Materials and Services (No. 2025181) between the City of Buckeye, an Arizona municipal corporation, and NO-DES Inc., a New Mexico corporation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.**

Staff Liaison: Terry Lowe, Water Resources Director

TBF

Council approved the Contract for Materials and Services (No. 2025181) between the City of Buckeye, an Arizona municipal corporation, and NO-DES Inc., a New Mexico corporation; and authorizing the City Manager to execute and deliver said Contract on behalf of the City of Buckeye.

***4.J Council to take action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA No. 2024094) between the City of Buckeye, an Arizona municipal**

corporation, and Metro Fire Equipment, Inc., an Arizona corporation; and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye.
Staff Liaison: Terry Lowe, Water Resources Director

N/A

A motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to table action on Change Order No. 1 to the Cooperative Contract Purchase Addendum (CCPA No. 2024094) between the City of Buckeye, an Arizona municipal corporation, and Metro Fire Equipment, Inc., an Arizona corporation; and authorizing the City Manager to execute and deliver said Change Order on behalf of the City of Buckeye to the November 19, 2024 Regular Council Meeting Agenda. Motion passed unanimously.

***4.K Council to take action to approve and ratify the City's acceptance of a grant from the Federal Aviation Administration (FAA) of $450,000 for the purposes of updating the design of the Taxiway and South Apron Reconstruction Phase II project.**
Staff Liaison: Scott Lowe, Aviation Assets Director

N/A

Council approved and ratified the City's acceptance of a grant from the Federal Aviation Administration (FAA) of $450,000 for the purposes of updating the design of the Taxiway and South Apron Reconstruction Phase II project.

***4.L Council to take action on Delivery Order No. 1 to the Job Order Contract (JOC No. 2025088) between the City of Buckeye, an Arizona municipal corporation, and Brycon Corporation, a New Mexico corporation, related to Fire Station 703 Exterior Repairs, CIP No. 109280; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.**
Staff Liaison: Steve Riley, Project Manager

TBF

Council approved Delivery Order No. 1 to the Job Order Contract (JOC No. 2025088) between the City of Buckeye, an Arizona municipal corporation, and Brycon Corporation, a New Mexico corporation, related to Fire Station 703 Exterior Repairs, CIP No. 109280; and authorizing the City Manager to execute and deliver said Delivery Order on behalf of the City of Buckeye.

***4.M Council to approve the submission of Fiscal Year 2026 BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Disadvantaged Communities grant-application to the Maricopa Association of Governments in the amount of $472,110.00, for the paving of four downtown Buckeye alleyways.**
Staff Liaison: Rob Roach, Grant Program Manager

N/A

Council approved the submission of Fiscal Year 2026 BKY-26-PAVING-001, City of Buckeye Paving Unpaved Roads in Federally Designated Disadvantaged Communities grant-application to the Maricopa Association of Governments in the amount of $472,110.00, for the paving of four downtown Buckeye alleyways.

***4.N Council to take action on Resolution No. 71-24 for the approval, acceptance, and execution of a $30,000.00 Intergovernmental Agreement between Maricopa County and the City of Buckeye for High Intensity Drug Trafficking Area funding.**
Staff Liaison: Rob Roach, Grant Program Manager

PENDING

Council adopted Resolution No. 71-24 for the approval, acceptance, and execution of a $30,000.00 Intergovernmental Agreement between Maricopa County and the City of Buckeye for High Intensity Drug Trafficking Area funding.

***4.O Council to take action on the submission of a $66,710 Community Challenge Grant Application through the Arizona Department of Forestry and Fire Management.**
Staff Liaison: Rob Roach, Grant Program Manager

N/A

Council approved the submission of a $66,710 Community Challenge Grant Application through the Arizona Department of Forestry and Fire Management.

***4.P Council to take action on Resolution No. 70-24 for the approval, acceptance, and execution of a $95,000.00 Intergovernmental Agreement between Maricopa County Sheriff's Office and the City of Buckeye for the purpose of investigating or providing training relating to Unlawful Medical Marijuana Trafficking.**
Staff Liaison: Rob Roach, Grant Program Manager

TBF

Council adopted Resolution No. 70-24 for the approval, acceptance, and execution of a $95,000.00 Intergovernmental Agreement between Maricopa County Sheriff's Office and the City of Buckeye for the purpose of investigating or providing training relating to Unlawful Medical Marijuana Trafficking.

***4.Q Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 305335) for Haymaker Verrado, located at 20990 West Sentinel Drive, No. 101, in Buckeye.**
Staff Liaison: Lucinda Aja, City Clerk

N/A

Council approved the request for a new Series 12 Restaurant Liquor License (Application No. 305335) for Haymaker Verrado, located at 20990 West Sentinel Drive, No. 101, in Buckeye.

***4.R Council to take action on the October 1, 2024 Regular Council Meeting Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the October 1, 2024 Regular Council Meeting Minutes.

5. Continued / Tabled Public Hearings

5.A <u>No action</u> will be taken on this item. This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Resolution No. 68-24 is for a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.
Staff Liaison: Ken Galica, Planning Manager

No action was taken by Council. The applicant has requested a continuance to the November 19, 2024 Regular Council meeting.

5.B <u>No action</u> will be taken on this item. This item and the accompanying public hearing is continued until the November 19, 2024 Regular Council Meeting. The Public Hearing and Ordinance No. 26-24 is to amend the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and West Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).
Staff Liaison: Ken Galica, Planning Manager

No action was taken by Council. The applicant has requested a continuance to the November 19, 2024 Regular Council meeting.

6. Public Hearings / Non-Consent - New Business

6.A Council to hold a public hearing and approve or deny an appeal by Paul Gilbert, Gilbert Blilie PLLC on behalf of Miedema Produce Inc., of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan (Case No. PLZSP-23-00017) for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district.

Staff Liaison: Ken Galica, Planning Manager

Paul Gilbert, on behalf of Miedema Produce, Inc., presented information regarding the appeal of the AIM Recycling site plan. Miedema Produce owns adjacent land and intends to build a packaging plant on the property and is requesting Council approve a condition to the American Iron & Metal Recycling site plan requiring an 8-foot CMU wall be constructed along the border of the property instead of the approved chain link fence. Todd Miedema provided information regarding Miedema Produce, which is a family-owned company in the West Valley, and presented comments regarding the appeal. Mr. Galica presented information regarding the subject site plan. At the regular meeting on September 10, 2024, at the recommendation of City staff, the Buckeye Planning and Zoning Commission approved (subject to conditions a through rr) a request by Richie Poole, Cawley Architects, on behalf of property owner American Iron & Metal (AIM) Recycling Phoenix LLC, for approval of a Site Plan for Phase 1 of a rail-served recycling facility consisting of a 63-foot-tall, 61,812 square foot "downstream sorting" building, a 39-foot-tall 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on 44.3 acres located approximately 1,300 feet west of the southwest corner of Palo Verde Road and Baseline Road within the General Commerce (GC) zoning district. Buckeye process allows "any person aggrieved" to appeal a Planning and Zoning Commission determination to the City Council. On September 30, 2024, the City received a complete application appealing the Commission's approval of the AIM Recycling Site Plan filed by Paul Gilbert, Gilbert Blilie PLLC, on behalf of Miedema Produce, Inc., the owner of approximately 160.5 acres of unincorporated farmland directly west of the AIM Recycling property. Ben Graff, on behalf of American Iron and Metal (AIM), presents information regarding the subject property and site plan. The property was purchased in 2023 after receiving confirmation from the City that the recycling use was permitted and a chain link fence was appropriate. The proposed packaging plant on neighboring land is a potential future development and does not yet have an annexation application with the City. Mr. Graff asks Council to deny the appeal and uphold the site plan approval. Mr. Gilbert presents a rebuttal and again urges Council to require an 8-foot CMU wall be constructed on the AIM property. Councilmember Youngker requested clarification regarding the approved site plan. Mr. Galica confirmed the City's standard process was followed and confirmed the subject property is designated as employment in the City's General Plan. Mr. Gilbert stated the Miedema property was purchased with plans to bring a packaging plant; plans have not been submitted to the City; confirmed the property is currently used as agricultural; stated there are no specific requirements for a CMU wall and stated the concern with the chain link fence relates to rodents, pests, and other potential contaminants. Mia Mitchell with Miedema presented information regarding risk assessments and the requirement that necessary mitigation measures are taken to prevent pest intrusion. Mr. Gilbert stated his client has offered to ask for the appeal to be dismissed if AIM allowed Miedema to utilize their rail access due to its potential economic advantages. Vice Mayor requested clarification regarding the City's Code. Mr. Gilbert confirmed the City's Code provides for protection of adjacent uses, not future uses. Councilmember Hess requested clarification regarding uses allowed on the AIM property. Mr. Galica stated industrial uses are allowed in the General Commerce zone, including light manufacturing, warehousing and distribution, and heavier industrial uses; stated AIM can expand their facility by going through the site plan process; confirmed CMU wall requirements are based on location criteria. General discussion was held regarding site aesthetics and

site improvements. Mr. Graff provided information regarding AIM operations; stated his client wants to maintain good relationships with their neighbors. Mayor Orsborn opened a public hearing at 6:47 p.m. to hear citizen input regarding the appeal of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan (Case No. PLZSP-23-00017) for Phase 1 of a proposed rail-served recycling facility. There being no further comment, Mayor Orsborn closed the public hearing at 6:54 p.m. A motion was made by Councilmember Youngker and seconded by Vice Mayor Goodman to deny an appeal by Paul Gilbert, Gilbert Blilie PLLC on behalf of Miedema Produce Inc., of Buckeye Planning and Zoning Commission's September 10, 2024 approval of a Site Plan (Case No. PLZSP-23-00017) for Phase 1 of a proposed rail-served recycling facility consisting of a 61,812 square foot "downstream sorting" building, a 15,493 square foot administrative and non-ferrous processing building (expandable to 56,764 square feet), and related screened storage yards and loading areas on property located within the General Commerce (GC) zoning district. Motion passed unanimously.

6.B Council to hold a public hearing and take action on Ordinance No. 24-24 approving an Amendment to the Desert Creek Community Master Plan as Described in Case Number PLZZ-23-00014; approving the First Amended Development Agreement between the City of Buckeye, Arizona, Desert Creek MPC, LLC, Buckeye 1680, LLC, Buckeye Hassayampa, LLC, TK Cowley Investments, LLLP, Viel Gluck, LLC, Ben Fatto, LLC, LS Tyler Investments LLLP, Michael T. Cowley Living Trust, Far Marel, L.L.C., ANC-MTC Irrevocable Trust, Mt. Olympus Investments, L.L.C., Neal Management, LLC, ANC-SCT Irrevocable Trust, and ANC-TNC Irrevocable Trust concerning the development of the Desert Creek Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.
Staff Liaison: Bart Wingard, Principal Planner

Mr. Wingard presented information regarding Ordinance No. 24-24; vicinity maps were displayed. Kurt A. Jones, Tiffany & Bosco P.A., on behalf of Buckeye 1680 LLC, is requesting approval of the First Amended Development Agreement and Community Master Plan Amendment (CMPA) to facilitate flexible development in a portion of the Desert Creek Community Master Plan (CMP) land area, totaling approximately 930 acres of the approximately 2232 acres, by creating commercial, employment, and residential overlay areas in the portion of the CMP located closest to the I-10. The subject CMPA will provide employment opportunities while providing additional housing options for residents in City Council District 1. General discussion was held regarding allowed uses on the site. Mayor Orsborn opened a public hearing at 7:52 p.m. to hear citizen input regarding Ordinance No. 24-24. There being no public comment, Mayor Orsborn closed the public hearing at 7:53 p.m. A motion was made by Councilmember Heustis and seconded by Vice Mayor Goodman to adopt Ordinance No. 24-24 approving an Amendment to the Desert Creek Community Master Plan as Described in Case Number PLZZ-23-00014; approving the First Amended Development Agreement between the City of Buckeye, Arizona, Desert Creek MPC, LLC, Buckeye 1680, LLC, Buckeye Hassayampa, LLC, TK Cowley Investments, LLLP, Viel Gluck, LLC, Ben Fatto, LLC, LS Tyler Investments LLLP, Michael T. Cowley Living Trust, Far Marel, L.L.C., ANC-MTC Irrevocable Trust, Mt. Olympus Investments, L.L.C., Neal Management, LLC, ANC-SCT Irrevocable Trust, and ANC-TNC Irrevocable Trust concerning the development of the Desert Creek Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement. Councilmember Hess, Councilmember Guy, Councilmember Heustis, Vice Mayor Goodman, and Mayor Orsborn voted aye; Councilmember Youngker voted nay. Motion carried.

7. Comments from the Mayor and Council

Councilmember Heustis invited residents and staff to an upcoming ribbon cutting ceremony for the new Veterans Memorial.

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

Mr. Cotterman presented a brief summary of current events.

9. Proposals for Future Agenda Items – None.

10. Adjournment
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 8:08 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on November 5, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
COUNCIL WORKSHOP
NOVEMBER 19, 2024
MINUTES

City Hall - 1st Floor / Executive Conference Room
530 East Monroe Avenue
Buckeye, AZ 85326
4:00 p.m.

1. Call to Order/Roll Call
Mayor Orsborn called the meeting to order at 4:03 p.m.

Members Present: Councilmember HagEstad, Councilmember Youngker, Councilmember Guy (via Microsoft Teams), Councilmember Hess, Vice Mayor Goodman, and Mayor Orsborn.

Members Absent: Councilmember Heustis.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Water Resources Director Terry Lowe, Fire Chief Jake Rhoades, Community Services Director Miranda Gomez, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, and Communications and Intergovernmental Affairs Director Annie DeChance.

2. Workshop Items

2.A Presentation and discussion regarding various Gila River projects and initiatives.
Staff Liaison: Adam Copeland, Deputy Director of Planning; Robert Wisener, Deputy Director of Community Services

Mr. Copeland presented information regarding various Gila River projects and initiatives. A history of the Gila River was reviewed along with restoration and conservation efforts, the City's contributions, and collaborative initiatives. Maggie Soffel, Senior Director for Rio Reimagined Arizona State University City Exchange, provided information regarding Rio Reimagined, including its history, planning efforts, the study area, land ownership, and partnerships. The future of Rio Reimagined was reviewed and discussed. Cindi Ptak, Rio Reimagined Ambassador to the Urban Waters Federal Partnership presented additional information regarding Rio Reimagined; reviewed urban waters federal partnership, benefits of designation, the role of the ambassador, collaboration and strategic planning efforts, and short-term priorities. Based on questions from Mayor Orsborn, general discussion was held regarding funding. Willie Summers with the Department of Forestry and Fire Management presented information related to salt cedar removal efforts, including a background and funding, mitigation efforts, revegetation, and next steps. Mr. Wisener presented an update on the Buckeye 40 Project, which focuses on river development and recreational resources. Conceptual plans and next steps were summarized. General discussion was held regarding Gila River projects, partnerships, and potential funding sources.

3. Adjournment.
There being no further business to discuss, Mayor Orsborn adjourned the meeting at 5:30 p.m.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on November 19, 2024. I further certify that a quorum was present.

_____
Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
NOVEMBER 19, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.

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

Abstention has the same meaning as Recusal in the City of Buckeye Rules of Procedure (Section 6.2)

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Aaron Byrum of Christ's Church of the Valley led the invocation; Councilmember Guy led the Pledge of Allegiance.

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

Members Absent: Councilmember Heustis.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Dave Roderique, Deputy City Manager Javier Setovich, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Chief Financial Officer William Kauppi, Water Resources Director Terry Lowe, Information Technology Director Greg Platacz, Development Services Director Brian Craig, Economic Development Director Suzie Boyles, Human Resources Director Cindy Camarata, Community Services Director Miranda Gomez, Fire Chief Jake Rhoades, Police Chief Robert Sanders, Director of Communications and Intergovernmental Affairs Annie DeChance, Aviation Director Scott Gray, Public Works Director Bret Hodne, and Acting Engineering Director John Willett.

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

Nick Mirt presented statements and concerns regarding the incorporation of Tonopah.

Don Hughes presented statements and concerns regarding the incorporation of Tonopah.

Suzette Hughes presented statements and concerns regarding the incorporation of Tonopah.

Mark Graham presented statements and concerns regarding the incorporation of Tonopah.

Keith Kronback presented statements and concerns regarding the incorporation of Tonopah.

Jane Peiffer presented statements and concerns regarding the incorporation of Tonopah.

Scott Bloom presented statements and concerns regarding the incorporation of Tonopah.

3. Awards/Presentations/Proclamations

3.A Buckeye Youth Councilmembers Maleah Davis (Chair), Haylee Mosher (Vice Chair), and Natalie Eng (Secretary) reported on participation in events and volunteer activities to date.

4. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. A motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to approve Items *4.A, *4.B, *4.C, *4.D, *4.E, *4.F, *4.G., *4.H, and *4.I. Motion passed unanimously.

***4.A Council to take action on Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2023134) between the City of Buckeye, an Arizona municipal corporation, and James, Cooke & Hobson, Inc., a Texas Corporation; and authorize the City Manager to execute said Change Order on behalf of the City of Buckeye.**
Staff Liaison: Terry Lowe, Water Resources Director

Council approved Change Order No. 2 to the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2023134) between the City of Buckeye, an Arizona municipal corporation, and James, Cooke & Hobson, Inc., a Texas Corporation; and authorize the City Manager to execute said Change Order on behalf of the City of Buckeye.

***4.B Council to take action on Resolution No. 76-24 approving the abandonment in its entirety of that certain waterline easement located within a portion of Section 6, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**
Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 76-24 approving the abandonment in its entirety of that certain waterline easement located within a portion of Section 6, Township 1 North, Range 2 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

***4.C Council to take action on Resolution No. 75-24 repealing Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-2, Public Street Lights, of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures, Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-1, Street Lighting; and approving and adopting the same by reference.**
Staff Liaison: Ron Moll, City Engineer

Council adopted Resolution No. 75-24 repealing Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-2, Public Street Lights, of the City of Buckeye Engineering Design Standards; declaring as a public record those certain documents on file with the City Clerk entitled City of Buckeye Engineering Design Standards Chapter 2, Section 2-2, Addressing Procedures, Chapter 5, Section 5-1, Grading and Drainage, and Chapter 7, Section 7-1, Street Lighting; and approving and adopting the same by reference.

***4.D Council to take action on Task Order No. 3 to the On-Call Consulting Contract (No. 2022003A.43) for Engineering and Architectural Services between the City of Buckeye, an**

Arizona municipal corporation, and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, related to on-site building inspections; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.
Staff Liaison: Brian Craig, Development Services Director

Council approved Task Order No. 3 to the On-Call Consulting Contract (No. 2022003A.43) for Engineering and Architectural Services between the City of Buckeye, an Arizona municipal corporation, and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, related to on-site building inspections; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City of Buckeye.

***4.E Council to take action to (a) approve the Buckeye Water Conservation & Drainage District (BWCDD) October 16, 2024, Invoice 2149-7, in an amount not to exceed $1,157,930.81 for the relocation and construction of Lateral 24 over the BWCDD Canal in connection with Project BWC-2149 Phase 2; (b) authorize the City Manager to execute acceptance of Project BWC-2149 Cost Estimate Letter and related payment of Invoice 2149-7; and (c) authorize and direct the City Manager, the City Attorney, and the City Clerk to execute any and all documents and any other necessary or desirable instruments connected with Project BWC-2149 Phase 2.**
Staff Liaison: James Zwerg, CIP Project Manager

Council (a) approved the Buckeye Water Conservation & Drainage District (BWCDD) October 16, 2024, Invoice 2149-7, in an amount not to exceed $1,157,930.81 for the relocation and construction of Lateral 24 over the BWCDD Canal in connection with Project BWC-2149 Phase 2; (b) authorized the City Manager to execute acceptance of Project BWC-2149 Cost Estimate Letter and related payment of Invoice 2149-7; and (c) authorized and directed the City Manager, the City Attorney, and the City Clerk to execute any and all documents and any other necessary or desirable instruments connected with Project BWC-2149 Phase 2.

***4.F Council to take action on the Professional Services Agreement (PSA) Contract No. 2024187 between the City of Buckeye, an Arizona municipal corporation, and Y2K Engineering, LLC, an Arizona limited liability company, to implement the Safe Streets for All (SS4A) grant award safety project; and authorize the City Manager to execute the Agreement on behalf of the City of Buckeye.**
Staff Liaison: John Willett, Acting Director of Engineering

Council approved the Professional Services Agreement (PSA) Contract No. 2024187 between the City of Buckeye, an Arizona municipal corporation, and Y2K Engineering, LLC, an Arizona limited liability company, to implement the Safe Streets for All (SS4A) grant award safety project; and authorize the City Manager to execute the Agreement on behalf of the City of Buckeye.

***4.G City Council to take action on the approval, acceptance, and execution of a $150,000 grant award Agreement between the State of Arizona through the Department of Public Safety and the City of Buckeye for Law Enforcement Recruitment and Retention Initiatives Funding; authorize the City Manager to execute and deliver said Agreement; and authorize and direct the City Manager, City Attorney, and City Clerk to execute any and all documents and any other necessary or desirable instruments connected with the Law Enforcement Recruitment and Retention Initiatives Funding grant award, and to take all steps necessary to carry out the purpose and intent of the Agreement.**
Staff Liaison: Rob Roach, Grant Program Manager

Council approved the acceptance, and execution of a $150,000 grant award Agreement between the State of Arizona through the Department of Public Safety and the City of Buckeye for Law Enforcement Recruitment and Retention Initiatives Funding; authorize the City Manager to execute and deliver said

Agreement; and authorize and direct the City Manager, City Attorney, and City Clerk to execute any and all documents and any other necessary or desirable instruments connected with the Law Enforcement Recruitment and Retention Initiatives Funding grant award, and to take all steps necessary to carry out the purpose and intent of the Agreement.

*4.H **Council to take action on the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025229) between the City of Buckeye, an Arizona municipal corporation, and The Sutphen Corporation, an Ohio corporation, for the purchase and outfit of three heavy-duty rescue pumpers (fire trucks); and authorizing the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye.**
Staff Liaison: Bret Hodne, Public Works Director

Council approved the Cooperative Contract Purchase Addendum (CCPA) (Contract No. 2025229) between the City of Buckeye, an Arizona municipal corporation, and The Sutphen Corporation, an Ohio corporation, for the purchase and outfit of three heavy-duty rescue pumpers (fire trucks); and authorizing the City Manager to execute and deliver the CCPA on behalf of the City of Buckeye.

*4.I **Council to take action on the October 15, 2024 Special Council Meeting and Council Executive Session Minutes, October 15, 2024 Regular Council Meeting Minutes, and November 5, 2024 Special Council Meeting and Council Executive Session Minutes.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the October 15, 2024 Special Council Meeting and Council Executive Session Minutes, October 15, 2024 Regular Council Meeting Minutes, and November 5, 2024 Special Council Meeting and Council Executive Session Minutes.

5. Continued / Tabled Public Hearings

5.A NO ACTION WAS TAKEN ON THIS ITEM. This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Resolution No. 68-24 approving a Minor General Plan Amendment to the Imagine Buckeye General Plan 2040 to change the land use designation of approximately 43.87 acres located at the northeast corner of Southern Avenue and Watson Road from Neighborhood to Business Commerce.
Staff Liaison: Ken Galica, Planning Manager

5.B NO ACTION WAS TAKEN ON THIS ITEM. This item and the accompanying public hearing is continued until the January 21, 2025 Regular Council Meeting. Council will hold a public hearing and take action on Ordinance No. 26-24 amending the Zoning Map of the City of Buckeye for approximately 52.4 acres located approximately 450 feet east of the northeast corner of South Watson Road and Southern Avenue from Planned Residential (PR) to Planned Area Development (PAD).
Staff Liaison: Ken Galica, Planning Manager

6. Public Hearings and Non-Consent - New Business

6.A Council to hold a public hearing and take action on Ordinance No. 28-24 amending the Zoning Map of the City of Buckeye for approximately 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street from Planned Residential (PR) to Planned Area Development (PAD).
Staff Liaison: Ken Galica, Planning Manager

Mr. Galica presented information regarding Rezone Ordinance No. 28-24; vicinity maps were displayed. Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer PLLC, on behalf of property owner Banner Health and developers Eisenberg Company and Alliance Residential, is requesting approval of a rezone of 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street. The applicant is requesting to rezone the property from Planned Residential (PR) to Planned Area Development (PAD) to facilitate development of a horizontal mixed-use project consisting of separate but integrated retail and multi-family residential components. The proposed PAD divides the property into a commercial subarea and residential subarea. Mayor Orsborn opened a public hearing at 6:39 p.m. to hear citizen input regarding Rezone Ordinance No. 28-24. There being no comment, Mayor Orsborn closed the public hearing at 6:39 p.m. Councilmember Hess requested clarification regarding a roundabout at the site and design standards in the area. Mr. Galica stated a roundabout is a potential condition, but the alternative may be a four-way intersection; provided additional clarification regarding design standards in the area. Mayor Orsborn requested further information regarding building heights. Mr. Galica stated a four or five story building would be permitted at the site and more verticality will be encouraged. Councilmember Youngker requested further information regarding multi-family development. Mr. Galica stated multi-family development aligns with the City's vision for this area. A motion was made by Vice Mayor Goodmand and seconded by Councilmember Youngker to adopt on Ordinance No. 28-24 amending the Zoning Map of the City of Buckeye for approximately 31.82 acres located at the southeast corner of Verrado Way and Roosevelt Street from Planned Residential (PR) to Planned Area Development (PAD). Motion passed unanimously.

6.B Council to hold a public hearing and take action on Resolution No. 73-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Kell Park Revitalization project; authorizing the City Manager to execute and deliver all necessary documents for the grant application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects

Ms. Marquez presented information regarding Resolution No. 73-24. Staff is requesting approval to submit an application to be considered in the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) grant cycle. The application for the Kell Park Revitalization project requests reimbursement of $650,000 for certain construction costs related to the project. The total project cost is estimated at $1.5 million dollars; expenditure of funds for this project is contingent upon the City being awarded the CDBG grant. The proposed project includes improvements to Kell Park located in downtown Buckeye adjacent to the Downtown Library. Mayor Orsborn opened a public hearing at 7:01 p.m. to hear citizen input regarding Resolution No. 73-24. There being no comment, Mayor Orsborn closed the public hearing at 7:01 p.m. Councilmember HagEstad requested clarification regarding the projects. Ms. Marquez stated the projects are proposed and will likely not move forward if grant funding is not awarded; if grant funding is awarded, the City will be reimbursed for monies spent and any additional monies will come from the City's general fund.

A motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to adopt Resolution No. 73-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Kell Park Revitalization project; authorizing the City Manager to execute and deliver all necessary documents for the grant application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application. Motion passed unanimously.

6.C Council to hold a public hearing and take action on Resolution No. 74-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Downtown Alley Improvements project; authorizing the City Manager execute and deliver all necessary documents for the Grant Application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application.
Staff Liaison: Andrea Marquez, Senior Planner Special Projects

Ms. Marquez presented information regarding Resolution No. 74-24. Staff is requesting approval to submit an application to be considered in the Fiscal Year 2025-2026 Community Development Block Grant (CDBG) cycle. The application for the Downtown Alley Improvements project will ask for reimbursement of $650,000 for construction costs only. The total project cost is estimated at $650,000. Expenditure of funds for this project is contingent upon the City being awarded the CDBG funds. The design/engineering plans, and permits, are estimated to be budgeted through the general fund in the amount of $650,000. Mayor Orsborn opened a public hearing at 7:07 p.m. to hear citizen input regarding Resolution No. 74-24. There being no comment, Mayor Orsborn closed the public hearing at 7:07 p.m. Councilmember HagEstad requested further information regarding funding. Ms. Marquez stated any grant funding that is awarded will go toward construction costs only; design and engineering for the project have already been completed. A motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to adopt Resolution No. 74-24 approving the submission of an application for a Community Development Block Grant (CDBG) to the Maricopa County Human Services Department Housing and Community Development Division for the Downtown Alley Improvements project; authorizing the City Manager execute and deliver all necessary documents for the Grant Application; authorizing the City Manager to accept any resulting grant award on behalf of the City of Buckeye and to execute any resulting funding agreement; and authorizing all actions necessary to implement and complete the activities outlined in said Application. Motion passed unanimously.

6.D Council to take action on Resolution No. 77-24 adopting the Land Use Assumptions and Infrastructure Improvements Plan and adopting a Notice of Intent to Assess Development Fees in Compliance with State Law.
Staff Liaison: William Kauppi, Chief Financial Officer

Mr. Kauppi presented information regarding Resolution No. 77-24. The City contracted with TischlerBise to document Land Use Assumptions (LUA), prepare the Infrastructure Improvements Plan (IIP), and update development fees within the Buckeye Service Area. Municipalities in Arizona may assess development fees to offset infrastructure costs for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. Development fees are one-time payments used to construct system improvements needed to accommodate new development. This update of Buckeye's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services: fire facilities, library facilities, parks and recreational facilities, police facilities, street facilities, water facilities and wastewater facilities. If adopted, the LUA and IIP will set the service standard that will drive the necessary fees to be included in the Public Notice of Intention to Assess Fee, and the new Impact Fees will go into effect May 5, 2025. James Ashley of the Home Builder’s Association of Central Arizona stated there has been a positive experience with the City; however, he opposes the proposed park amenities fees. Mayor Orsborn requested clarification regarding the proposed park amenities impact fees. Mr. Kauppi stated the proposed fees are based on costs spent on parks in the City. Councilmember Youngker requested further clarification regarding proposed water and wastewater impact fees. Mr. Kauppi provided additional information regarding proposed water and wastewater impact fees, which are based on the type of development. Vice Mayor Goodman requested further information regarding park amenities

impact fees. Ms. Gomez confirmed the City's parks are not at the level of service Council set in 2016; confirmed the proposed fees will help to keep pace with growth in the City. Councilmember HagEstad requested further clarification regarding proposed impact fees. Mr. Kauppi confirmed the proposed fees will be applied to new development and does not apply to existing homes. Mayor Orsborn requested additional information regarding proposed fees. Mr. Kauppi confirmed fees are growth related; stated the general fund would have to supplement fees if the proposed amounts are not approved and are reduced; stated fees are based on today's dollars and inflation factors are not built into the proposed numbers; stated that if proposed fees are reduced, levels of service will also be reduced. Councilmember Guy expressed the importance of parks and amenities in the City and growth paying for growth. General discussion was held regarding proposed water and wastewater impact fees. A motion was made by Vice Mayor Goodman and seconded by Councilmember Hess to adopt Resolution No. 77-24 adopting the Land Use Assumptions and Infrastructure Improvements Plan and adopting a Notice of Intent to Assess Development Fees in Compliance with State Law. Motion passed unanimously.

6.E Council to take action on the Professional Services Agreement (PSA) (Contract No. 2024135) between the City of Buckeye, an Arizona municipal corporation, and Allied Waste Transportation, Inc., a Delaware corporation, dba Republic Services of Phoenix, for solid waste collection services; and authorize City Manager to execute and deliver said PSA on behalf of the City of Buckeye.

Staff Liaison: Bret Hodne, Public Works Director

Deputy Director of Public Works Amy Murray presented information regarding the Professional Services Agreement with Republic Services of Phoenix. Staff is requesting Council approve a seven-year contract with Allied Waste Transportation, dba Republic Services of Phoenix, with an effective date of December 1, 2024, to provide trash, recycle and bulky trash collection for all single-family residential homes within Buckeye. The renewed and updated programs allow for convenient same-day collection of trash and recycling, reducing the number of days per week in which commercial vehicles are operating on City streets. Scheduled bulky trash puts residents in charge of their bulky material collection dates. Councilmember Guy requested further information regarding bulk trash and collection rates. Ms. Murray confirmed residents may schedule bulk trash pick-up four times per year. Councilmember Hess requested clarification regarding rates. Environmental Operations Manager Robert van den Akker stated current rates were approved in 2020. Ms. Murray stated staff is coming back to Council at a later date with a recommendation to approve rate increases; confirmed if rate increases are not approved but this PSA is approved, the City would then need to supplement the costs for solid waste collection services. Councilmember HagEstad requested additional information regarding rates, public outreach, and in-ground trash services. Ms. Murray presented additional clarification regarding rates; stated public outreach will take place regarding rates through various methods; explained that in-ground trash services are more expensive because pickup is more labor intensive and not automated; residents will not have to give up in-ground trash services. Ms. Murray confirmed trash and recycling services will be provided on the same day, which aligns with current trends in the valley. Mayor Orsborn expressed appreciation to Republic Services for their partnership with the City. Mr. McCoy stated in-ground services were bid separately and Republic Services was the lowest bidder for those services. A motion was made by Councilmember Hess and seconded by Vice Mayor Goodman to approve the Professional Services Agreement (PSA) (Contract No. 2024135) between the City of Buckeye, an Arizona municipal corporation, and Allied Waste Transportation, Inc., a Delaware corporation, dba Republic Services of Phoenix, for solid waste collection services; and authorize City Manager to execute and deliver said PSA on behalf of the City of Buckeye. Motion passed unanimously.

6.F Council to take action on Resolution No. 78-24 establishing a policy and process for reviewing and adjusting City Council salaries, stipends, and allowances.

Staff Liaison: Doug Sandstrom, Deputy City Manager,

Mr. Sandstrom presented information regarding Resolution No. 78-24. The last salary adjustment to Mayor and Council salaries occurred in 2005. The passage of nearly twenty years since the last salary

adjustment has resulted in an increasing disparity between the current salaries of the Buckeye City Council and the salaries of City Councils of comparable valley cities. Comparable cities would include those municipalities within the Phoenix-metropolitan area, generally with a population greater than 90,000 people based on the most recent census data available. Given the City of Buckeye's growth and increased population it is desired that City Council salaries remain in-line with comparable valley cities to recognize the demands of public office. This action will establish and implement an administrative process to annually review, budget for, and adjust council salaries, stipends and allowances. Councilmember Youngker requested further information regarding future action related to Council salaries. Mr. Sandstrom confirmed salaries may be adjusted if Council determines the monies should be spent elsewhere. Councilmember Hess requested clarification regarding the proposed process related to salary adjustments. Mr. Sandstrom provided further information regarding the processes used by other cities in the valley. Councilmember Guy requested further information regarding salary increases. Mr. Sandstrom stated it is possible that Council salary increases may be larger than increases approved for employees; however, it is not expected that will occur often. Mayor Orsborn presented statements regarding current Council salaries. A motion was made by Vice Mayor Goodman and seconded by Councilmember Youngker to adopt Resolution No. 78-24 establishing a policy and process for reviewing and adjusting City Council salaries, stipends, and allowances. Motion passed unanimously.

7. Comments from the Mayor and Council

Vice Mayor Goodman expressed gratitude to Councilmember Guy and Councilmember Hess for their service to the City, their friendship, and their mentorship.

Councilmember HagEstad expressed appreciation to Councilmember Guy and Councilmember Hess for their service to the City.

Councilmember Youngker expressed appreciation to Councilmember Guy and Councilmember Hess for their service to the City.

Mayor Orsborn presented comments regarding Army Reserve activities in the City; expressed appreciation to Councilmember Guy and Councilmember Hess for their service to the City.

Councilmember Guy expressed gratitude and appreciation for Council, staff, and residents for her positive experience serving as Councilmember.

Councilmember Hess expressed gratitude and appreciation for Council, staff, and residents for her positive experience serving as Councilmember.

8. City Manager's Report and Summary of Current Events – None.

9. Proposals for Future Agenda Items – None.

10. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 8:27 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on November 19, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

BUCKEYE, AZ

CITY OF BUCKEYE
SPECIAL COUNCIL MEETING AND COUNCIL EXECUTIVE SESSION
DECEMBER 17, 2024
MINUTES

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
2:30 p.m.

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 2:30 p.m.

Members Present: Councilmember Youngker, Councilmember Berry, Councilmember Goodman, Councilmember HagEstad (via Microsoft Teams), Councilmember Beard, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: None.

Departments Present: City Manager Dan Cotterman, Deputy City Manager Javier Setovich, Deputy City Manager Dave Roderique, Deputy City Manager Doug Sandstrom, City Attorney Scott McCoy, City Clerk Lucinda Aja, Community Services Director Miranda Gomez, Director of Communications and Intergovernmental Affairs Annie DeChance, Police Chief Robert Sanders, Water Resources Director Terry Lowe, and Attorney Michael Pearce.

2. Convene into Executive Session

At 2:30 p.m. a motion was made by Councilmember Youngker and seconded by Councilmember Goodman to convene into Executive Session pursuant to A.R.S. Section 38-431.03 A.4 for the discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding a contract that is the subject of negotiations relating to the operation and management of the Joe Foss Shooting Complex at Buckeye Hills Regional Park; and, pursuant to A.R.S. Section 38-431.03 A.3 for discussion or consultation for legal advice with the attorneys of the public body in connection with Arizona Department of Water Resources Notice of Final Rulemaking relating to designation of assured water supply. Motion passed unanimously.

3. Reconvene into Public Meeting

At 4:20 p.m. a motion was made by Councilmember Goodman and seconded by Vice Mayor Heustis to reconvene into the Public Meeting. Motion passed unanimously.

4. Action Items

4.A Council to take action to approve Resolution No. 83-24, pertaining to the Intergovernmental Agreement between the City of Buckeye and Maricopa County for the use and management of the General Joe Foss Shooting Complex facility in substantially similar form as presented to Council and authorizing the Mayor, City Manager and City Attorney to execute documents in furtherance of this item.

A motion was made by Councilmember Youngker and seconded by Councilmember Goodman to adopt Resolution No. 83-24, pertaining to the Intergovernmental Agreement between the City of Buckeye and Maricopa County for the use and management of the General Joe Foss Shooting Complex facility in substantially similar form as presented to Council and authorizing the Mayor, City Manager and City Attorney to execute documents in furtherance of this item. Motion passed unanimously.

5. Adjournment

There being no further business to discuss, Mayor Orsborn adjourned the meeting at 4:24 p.m.

_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Special Council Meeting and Executive Session held on December 17, 2024. I further certify that a quorum was present.

_____

Lucinda J. Aja, City Clerk

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 5.A. FIN: Public Hearing - Development Impact Fees
DATE PREPARED: 01/02/25	**DISTRICT NO.:** All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Hearing and Non Consent - New Business Items

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing only on the proposed development impact fees and the City's intent to adopt the proposed development fees.

SUMMARY

PROJECT DESCRIPTION:

In compliance with State Law A.R.S. § 9-463.05, the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) and Development fees must be updated every five years. These fees are designed to provide clearly defined, value-added services to the City's residents and business partners. As part of the strategic planning process for reviewing and adjusting development fees, the City contracted Tischler Bise to perform the update. City staff from multiple departments worked closely with the consultant to establish ten-year growth assumptions, assess current infrastructure service levels, and prepare for infrastructure needs aligned with projected growth.

To ensure broad input, the City engaged key stakeholders by forming a Stakeholder Committee, which provided valuable feedback and allowed for open discussions throughout the process. Additionally, City staff held individual meetings with Master Developers, including Teravalis/Floreo, Tartesso West, Pulte/Festival Ranch, North Star Ranch, and Westpark to address specific concerns regarding the proposed development fees.

To ensure transparency the LUA and IIP were published and advertised on August 1, 2024. On August 6, 2024, the LUA and IIP were presented during a Council Workshop, where the City provided an overview of the process, including Development Fee Basics, Project Timeline, LUA and IIP details, and fee summaries. Following the Council Workshop, the City staff held two additional meetings with Stakeholders and Master Developers, resulting in adjustments to the report. The revised report was then presented at the Public Hearing for the LUA and IIP.

A Public Hearing was held on October 15, 2024, to review and discuss the adjustments proposed in the LUA and IIP, referencing the Draft Report prepared by Tischler Bise. These revisions were necessary to better define fees and address concerns raised by stakeholders and the development community, particularly regarding the current Development Fee Schedule.

Finally, on November 19, 2024, City Council adopted Resolution No. 77-24, formally approving the proposed LUA and IIP, and adopting the Notice of Intent to Assess Development Fees in compliance with State Law. On November 20, 2024, the City posted a Notice of Public Hearing for Development Impact Fees, scheduled for January 7, 2025, with a proposed effective date of May 5, 2025.

BENEFITS:
Development Fees play an important role in providing funding for infrastructure needed in response to new growth.

FUTURE ACTION:
The final step is the adoption of the Development Impact Fees on February 8, 2025, with an effective date of May 5, 2025.

FINANCIAL IMPACT STATEMENT:

Impact fees play a crucial role in financing one-time capital infrastructure needed for growth. Adjusting these fees is essential to account for changes in land use assumptions, development trends, and project costs. The funding options for infrastructure tied to growth depend on the type and volume of fee revenue generated.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Finance Department DRAFT Buckeye LUA, IIP, & Fees Adoption November 19. 2024.pdf
Resolution No. 77-24.pdf
Finance Presentation.pdf

DRAFT

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Prepared for:

Buckeye, Arizona

November 6, 2024

TischlerBise

FISCAL | ECONOMIC | PLANNING

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TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION 1
Necessary Public Services 1
Infrastructure Improvements Plan 2
Qualified Professionals 2
Conceptual Development Fee Calculation 3
Evaluation of Credits/Offsets 3
INTRODUCTION TO DEVELOPMENT FEES 3
REQUIRED FINDINGS 4
DEVELOPMENT FEE REPORT 5
DEVELOPMENT FEE COMPONENTS 6
CURRENT DEVELOPMENT FEES 8
Non-Utility Development Fees 8
Water Development Fees 9
Wastewater Development Fees 10
PROPOSED DEVELOPMENT FEES 11
Non-Utility Development Fees 11
Water Development Fees 12
Wastewater Development Fees 13
DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES 14
Non-Utility Development Fees 14
Water Development Fees 15
Wastewater Development Fees 16
LAND USE ASSUMPTIONS 17
SUMMARY OF GROWTH INDICATORS 17
SERVICE AREAS 17
RESIDENTIAL DEVELOPMENT 25
Recent Residential Construction 25
Occupancy Factors 26
Residential Estimates 26
Residential Projections 27
NONRESIDENTIAL DEVELOPMENT 30
Nonresidential Demand Factors 30
Nonresidential Estimates 31
Nonresidential Projections 32
AVERAGE WEEKDAY VEHICLE TRIPS 35
Residential Trip Generation Rates 35
Nonresidential Trip Generation Rates 35
Trip Rate Adjustments 36
Commuter Trip Adjustment 36
Adjustment for Pass-By Trips 36
Average Weekday Vehicle Trips 37
DEVELOPMENT PROJECTIONS 38
Citywide 38
Fire Service Area 39
Library Service Area 40
Parks and Recreational Service Area 41

Police Service Area 42
Street Service Area 43
FIRE FACILITIES IIP 44
PROPORTIONATE SHARE 44
SERVICE AREA 45
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 46
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 46
Fire Stations 47
Fire Facilities – Incremental Expansion 51
Fire Apparatus – Incremental Expansion 52
Fire Equipment – Incremental Expansion 53
Development Fee Report – Plan-Based 54
PROJECTED DEMAND FOR SERVICES AND COSTS 54
Fire Stations 55
Fire Facilities – Incremental Expansion 59
Fire Apparatus – Incremental Expansion 60
Fire Equipment – Incremental Expansion 61
FIRE FACILITIES DEVELOPMENT FEES 62
Revenue Credit/Offset 62
Fire Facilities Development Fees 62
FIRE FACILITIES DEVELOPMENT FEE REVENUE 67
LIBRARY FACILITIES IIP 72
PROPORTIONATE SHARE 72
SERVICE AREA 73
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 74
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 74
Library Facilities – Incremental Expansion 75
Development Fee Report – Plan-Based 76
PROJECTED DEMAND FOR SERVICES AND COSTS 76
North Service Area 77
South Service Area 78
LIBRARY FACILITIES DEVELOPMENT FEES 79
Revenue Credit/Offset 79
Library Facilities Development Fees 79
LIBRARY FACILITIES DEVELOPMENT FEE REVENUE 80
PARKS AND RECREATIONAL FACILITIES IIP 82
PROPORTIONATE SHARE 82
SERVICE AREA 83
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 84
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 84
Citywide Service Area 85
North Service Area 88
South Service Area 89
PROJECTED DEMAND FOR SERVICES AND COSTS 90
Citywide Service Area 91
North Service Area 93
South Service Area 94
PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES 95
Revenue Credit/Offset 95
Parks and Recreational Facilities Development Fees 95

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE 97
POLICE FACILITIES IIP 99
PROPORTIONATE SHARE 99
SERVICE AREA 101
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 102
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 103
Police Facilities – Incremental Expansion 103
Police Vehicles – Incremental Expansion 105
Police Equipment – Incremental Expansion 106
Development Fee Report – Plan-Based 108
PROJECTED DEMAND FOR SERVICES AND COSTS 108
Police Facilities – Incremental Expansion 109
Police Vehicles – Incremental Expansion 110
Police Equipment – Incremental Expansion 111
POLICE FACILITIES DEVELOPMENT FEES 112
Revenue Credit/Offset 112
Police Facilities Development Fees 112
POLICE FACILITIES DEVELOPMENT FEE REVENUE 113
STREET FACILITIES IIP 114
PROPORTIONATE SHARE 114
SERVICE AREA 114
Street Service Area 114
Trip Reduction Service Area 114
Arterial Service Area 114
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 116
Residential Trip Generation Rates 116
Nonresidential Trip Generation Rates 116
Trip Rate Adjustments 117
Commuter Trip Adjustment 117
Adjustment for Pass-By Trips 117
Average Weekday Vehicle Trips 118
Trip Length Weighting Factor 118
Local Trip Lengths 118
Local Vehicle Miles Traveled 119
PROJECTED DEMAND FOR SERVICES AND COSTS 120
Citywide 120
Street Service Area 121
Arterial Service Area 122
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 123
Arterial Improvements – Plan-Based 123
Interchange ROW – Plan-Based 124
Development Fee Report – Plan-Based 125
STREET FACILITIES DEVELOPMENT FEES 126
Revenue Credit/Offset 126
Street Facilities Development Fees 126
STREET FACILITIES DEVELOPMENT FEE REVENUE 129
WATER FACILITIES IIP 132
PROPORTIONATE SHARE 132
SERVICE AREA 132

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 134
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 136
Existing Demand 136
System Components 136
Level of Service 140
Cost Factors 141
System Value 141
Central – Plan-Based 142
Tartesso West – Cost Recovery 143
Development Fee Report – Plan-Based 143
PROJECTED DEMAND FOR SERVICES AND COSTS 144
Projected Demand 144
Water Facilities Costs 146
WATER FACILITIES DEVELOPMENT FEES 146
Revenue Credit/Offset 146
Central Service Area 147
Tartesso Service Area 148
WATER FACILITIES DEVELOPMENT FEE REVENUE 149
WASTEWATER FACILITIES IIP 150
PROPORTIONATE SHARE 150
SERVICE AREA 150
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT 152
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES 154
Existing Flow 154
System Components 154
Level of Service 155
Cost Factors 155
System Value 156
Central – Plan-Based 157
Sundance – Plan-Based 158
Tartesso West – Cost Recovery 158
Development Fee Report – Plan-Based 159
PROJECTED DEMAND FOR SERVICES AND COSTS 160
Projected Flow 160
Wastewater Facilities Costs 161
WASTEWATER FACILITIES DEVELOPMENT FEES 161
Revenue Credit/Offset 161
Central Service Area 162
Sundance Service Area 163
Tartesso West Service Area 164
WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE 165
APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES 166
REVENUE PROJECTIONS 166
APPENDIX B: PROFESSIONAL SERVICES 167

EXECUTIVE SUMMARY

The City of Buckeye, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees pursuant to Arizona Revised Statutes ("ARS") § 9-463.05 (hereafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Buckeye's Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Library Facilities
3. Parks and Recreational Facilities
4. Police Facilities
5. Street Facilities
6. Water Facilities
7. Wastewater Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees related to non-utility necessary public services.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire Facilities	Main	N/A	Fire Stations, Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Festival Ranch	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	North Star Ranch	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Tartesso	Fire Stations	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
	Teravalis	N/A	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
Library Facilities	North	N/A	Library Facilities	Development Fee Report	Population, Jobs
	South	N/A	Library Facilities	Development Fee Report	Population, Jobs
Parks and Recreational Facilities	North	N/A	Regional Park Amenities, Community Centers	Community Park Amenities, Development Fee Report	Population, Jobs
	South	N/A	Regional Park Amenities, Community Centers, Community Parks	Development Fee Report	Population, Jobs
Police Facilities	Citywide	N/A	Police Facilities, Police Vehicles, Police Equipment	Development Fee Report	Population, Vehicle Trips
Street Facilities	Arterial	N/A	N/A	Arterial Improvements, Interchange ROW, Development Fee Report	VMT
	Street	N/A	N/A	Interchange ROW, Development Fee Report	VMT
	Trip Reduction	N/A	N/A	Interchange ROW, Development Fee Report	VMT

Shown below, Figure 2 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees related to water and wastewater necessary public services.

Figure 2: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Water Facilities	Central	N/A	N/A	Water Facilities, Development Fee Report	Max Day Gallons
	Tartesso West	Water Facilities	N/A	Development Fee Report	Max Day Gallons
Wastewater Facilities	Central	N/A	N/A	Wastewater Facilities, Development Fee Report	Average Day Gallons
	Sundance	N/A	N/A	Wastewater Facilities, Development Fee Report	Average Day Gallons
	Tartesso West	Wastewater Facilities	N/A	Development Fee Report	Average Day Gallons

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Non-Utility Development Fees

Buckeye assesses the current non-utility development fees per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development.

Figure 3: Current Development Fees

Residential Fees per Unit								
Development Type	Fire			Library	Parks and Recreational		Police	Street
	Main	Festival Ranch	Tartesso		North	South		
Single Family	$1,060	$498	$866	$289	$684	$1,915	$842	$300
Multi-Family	$828	$389	$676	$225	$534	$1,496	$658	$173
Age Restricted	$662	$311	$541	$180	$427	$1,197	$526	$136

Nonresidential Fees per 1,000 Square Feet								
Development Type	Fire			Library	Parks and Recreational		Police	Street
	Main	Festival Ranch	Tartesso		North	South		
Industrial	$170	$83	$135	$14	$37	$83	$92	$26
Commercial	$1,168	$568	$927	$96	$252	$573	$1,323	$337
Office & Other Services	$1,483	$721	$1,176	$121	$320	$727	$517	$146
Institutional	$464	$226	$368	$38	$100	$228	$684	$193

Water Development Fees

Buckeye assesses the current water development fees per meter, by size and type.

Figure 4: Current Development Fees

Development Fees per Meter				
Meter Type and Size (inches)	Buckeye North	Central Buckeye	Sundance	Tartesso West
Age-Restricted	$4,424	$4,799	$4,668	$2,324
Disc Meter 1.0"	$7,076	$7,675	$7,467	$3,717
Disc Meter 1.5"	$12,030	$13,048	$12,694	$6,319
Turbine 1.5"	$20,521	$22,258	$21,654	$10,780
Disc Meter 2.0"	$16,983	$18,421	$17,921	$8,921
Compound 2.0"	$20,521	$22,258	$21,654	$10,780
Turbine 2.0"	$31,136	$33,771	$32,855	$16,356
Compound 3.0"	$45,289	$49,122	$47,789	$23,790
Turbine 3.0"	$50,950	$55,262	$53,762	$26,764
Compound 4.0"	$70,764	$76,753	$74,670	$37,172
Turbine 4.0"	$126,667	$137,388	$133,659	$66,538
Compound 6.0"	$141,527	$153,506	$149,339	$74,344
Turbine 6.0"	$252,626	$274,008	$266,571	$132,704
Compound 8.0"	$455,011	$493,521	$480,126	$239,017
Turbine 8.0"	$455,011	$493,521	$480,126	$239,017

Wastewater Development Fees

Buckeye assesses the current wastewater development fees per meter, by size and type.

Figure 5: Current Development Fees

Development Fees per Meter				
Meter Type and Size (inches)	Central Buckeye	Palo Verde	Sundance	Tartesso West
Age-Restricted	$2,634	$3,933	$3,697	$4,794
Disc Meter 1.0"	$4,214	$6,291	$5,915	$7,670
Disc Meter 1.5"	$7,163	$10,695	$10,056	$13,040
Turbine 1.5"	$12,219	$18,244	$17,154	$22,244
Disc Meter 2.0"	$10,112	$15,099	$14,196	$18,409
Compound 2.0"	$12,219	$18,244	$17,154	$22,244
Turbine 2.0"	$18,540	$27,681	$26,027	$33,750
Compound 3.0"	$26,967	$40,264	$37,857	$49,091
Turbine 3.0"	$30,337	$45,296	$42,589	$55,227
Compound 4.0"	$42,135	$62,912	$59,151	$76,704
Turbine 4.0"	$75,422	$112,612	$105,881	$137,300
Compound 6.0"	$84,271	$125,824	$118,303	$153,408
Turbine 6.0"	$150,423	$224,595	$211,170	$273,833
Compound 8.0"	$270,931	$404,523	$380,344	$493,207
Turbine 8.0"	$270,931	$404,523	$380,344	$493,207

PROPOSED DEVELOPMENT FEES

The proposed fees represent the maximum allowable fees. Buckeye may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Non-Utility Development Fees

Buckeye will assess the proposed non-utility development fees per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development.

Figure 6: Proposed Development Fees

Residential Fees per Unit												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Low/Med Density (<8 DU/Acre)	$1,762	$544	$2,568	$875	$544	$605	$1,655	$3,119	$1,657	$1,597	$527	$263
High Density (≥8 DU/Acre)	$1,376	$425	$2,006	$684	$425	$472	$1,293	$2,437	$1,295	$1,142	$377	$188
Age Restricted (≤8 DU/Acre)	$1,101	$340	$1,605	$547	$340	$378	$1,034	$1,950	$1,036	$730	$241	$120

Nonresidential Fees per 1,000 Square Feet												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Industrial	$239	$82	$452	$148	$82	$9	$27	$41	$172	$141	$47	$23
Commercial	$1,502	$516	$2,839	$927	$516	$53	$172	$257	$2,444	$2,072	$683	$342
Office & Other Services	$2,302	$791	$4,350	$1,420	$791	$82	$263	$393	$1,085	$895	$295	$148
Institutional	$2,144	$737	$4,049	$1,323	$737	$76	$245	$366	$1,491	$1,231	$406	$203

Water Development Fees

Buckeye will assess the proposed water development fees per dwelling unit to residential development and per meter, by size and type, for nonresidential development. For meters larger than 1.5 inches, Buckeye will assess fees using the cost per gallon for the related service area and max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand. The assessment of the proposed fees to residential development and to meters larger than 1.5 inches differs from Buckeye's current assessment based on meter size and type; however, the change is needed to better align the proposed water development fees with actual costs and demand from these types of development. The proposed fees also include consolidated service areas compared to the current fees. Here's a comparison of the proposed and current water service areas:

- **Central:** South of Interstate 10 and North of the Gila River; includes current Central Buckeye, Sundance, and Westpark service areas.
- **Tartesso West:** Tartesso West development; includes current Tartesso West service area.

Figure 7: Proposed Development Fees

Residential Fees per Unit		
Residential Land Use	Central	Tartesso West
Low/Med Density (<8 DU/acre)	$9,536	$3,723
High Density (≥8 DU/Acre)	$7,450	$2,906
Age Restricted (≤8 DU/Acre)	$5,960	$2,324

Nonresidential Fees per Meter			
Meter Size	Meter Type	Central	Tartesso West
1.0-inch	Disc	$9,536	$3,723
1.5-inch	Disc	$16,212	$6,329
1.5-inch	Turbine	$27,655	$10,796
> 1.5-inch[1]	Cost per Gallon	$17.53	$5.71

1. Meters larger than 1.5 inches calculated using cost per gallon for related service area multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Wastewater Development Fees

Buckeye will assess the proposed wastewater development fees per dwelling unit to residential development and per meter, by size and type, for nonresidential development. For meters larger than 1.5 inches, Buckeye will assess fees using the cost per gallon for the related service area and average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow. The assessment of the proposed fees to residential development and to meters larger than 1.5 inches differs from Buckeye's current assessment based on meter size and type; however, the change is needed to better align the proposed wastewater development fees with actual costs and flow from these types of development. The proposed fees also include consolidated service areas compared to the current fees. Here's a comparison of the proposed and current wastewater service areas:

- **Central:** Central Buckeye 208 drainage basin; includes current Central Buckeye and Watson Road CFD service areas.
- **Sundance:** Sundance 208 drainage basin; includes current Sundance service area.
- **Tartesso West:** Tartesso West 208 drainage basin; includes current Tartesso West service area.

Figure 8: Proposed Development Fees

Residential Fees per Unit			
Residential Land Use	Central	Sundance	Tartesso West
Low/Med Density (<8 DU/acre)	$7,524	$5,399	$7,672
High Density (≥8 DU/Acre)	$5,871	$4,213	$5,994
Age Restricted (≤8 DU/Acre)	$4,697	$3,371	$4,795

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central	Sundance	Tartesso West
1.0-inch	Disc	$7,524	$5,399	$7,672
1.5-inch	Disc	$12,790	$9,179	$13,043
1.5-inch	Turbine	$21,819	$15,658	$22,250
> 1.5-inch[1]	Cost per Gallon	$43.49	$31.21	$29.97

1. Meters larger than 1.5 inches calculated using cost per gallon for related service area multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Difference Between Proposed and Current Development Fees

Non-Utility Development Fees

The differences between the proposed and current non-utility development fees are displayed below.

Figure 9: Difference Between Proposed and Current Development Fees

Residential Fees per Unit												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Low/Med Density (<8 DU/Acre)	$702	$46	$1,508	$9	$544	$316	$971	$1,204	$815	$1,297	$227	($37)
High Density (≥8 DU/Acre)	$548	$36	$1,178	$8	$425	$247	$759	$941	$637	$969	$204	$15
Age Restricted (≤8 DU/Acre)	$439	$29	$943	$6	$340	$198	$607	$753	$510	$594	$105	($16)

Nonresidential Fees per 1,000 Square Feet												
Development Type	Fire					Library	Parks and Recreational		Police	Street		
	Main	Festival Ranch	North Star Ranch	Tartesso	Teravalis		North	South		Arterial	Street	Trip Reduction
Industrial	$69	($1)	$282	$13	$82	($5)	($10)	($42)	$80	$115	$21	($3)
Commercial	$334	($52)	$1,671	$0	$516	($43)	($80)	($316)	$1,121	$1,735	$346	$5
Office & Other Services	$819	$70	$2,867	$244	$791	($39)	($57)	($334)	$568	$749	$149	$2
Institutional	$1,680	$511	$3,585	$955	$737	$38	$145	$138	$807	$1,038	$213	$10

Water Development Fees

The differences between the proposed and current water development fees are shown below. A direct comparison is not possible for high density residential and for meters larger than 1.5 inches since the current fees are assessed per meter, by size and type, and the proposed fees will be assessed per dwelling unit for residential development and per gallon of max day demand for meters larger than 1.5 inches.

Figure 10: Difference Between Proposed and Current Development Fees

Residential Fees per Unit			
Residential Land Use	Central[1]	Central[2]	Tartesso West
Low/Med Density (<8 DU/acre)	$1,861	$2,069	$6
High Density (≥8 DU/Acre)	n/a	n/a	n/a
Age Restricted (≤8 DU/Acre)	$1,161	$1,292	$0

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central[1]	Central[2]	Tartesso West
1.0-inch	Disc	$1,861	$2,069	$6
1.5-inch	Disc	$3,164	$3,518	$10
1.5-inch	Turbine	$5,397	$6,001	$16

1. Difference based on current Central Buckeye fees.
2. Difference based on current Sundance fees.

Wastewater Development Fees

The differences between the proposed and current wastewater development fees are shown below. A direct comparison is not possible for high density residential and for meters larger than 1.5 inches since the current fees are assessed per meter, by size and type, and the proposed fees will be assessed per dwelling unit for residential development and per gallon of average day flow for meters larger than 1.5 inches.

Figure 11: Difference Between Proposed and Current Development Fees

Residential Fees per Unit			
Residential Land Use	Central	Sundance	Tartesso West
Low/Med Density (<8 DU/acre)	$3,310	($516)	$2
High Density (≥8 DU/Acre)	n/a	n/a	n/a
Age Restricted (≤8 DU/Acre)	$2,063	($326)	$1

Nonresidential Fees per Meter				
Meter Size	Meter Type	Central	Sundance	Tartesso West
1.0-inch	Disc	$3,310	($516)	$2
1.5-inch	Disc	$5,627	($877)	$3
1.5-inch	Turbine	$9,600	($1,496)	$6

LAND USE ASSUMPTIONS

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

> *"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."*

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for all areas within Buckeye. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2024 are used in calculating levels of service (LOS) provided to existing development in Buckeye. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, and employment projections. TischlerBise projects future development using population and employment data published by the Maricopa Association of Governments (MAG) in its 2023 Socioeconomic Projections. MAG provided data by traffic analysis zone (TAZ) so TischlerBise could allocate existing and future development by service area.

Development projections are summarized in Figure LU28 through Figure LU33. These projections are used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Buckeye will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 85,579 persons in 29,507 housing units, and nonresidential development projections indicate an employment increase of 29,390 jobs with approximately 21,435,000 square feet of floor area.

SERVICE AREAS

This section includes service area maps for each necessary public service.

Figure LU1: Fire Facilities Service Area

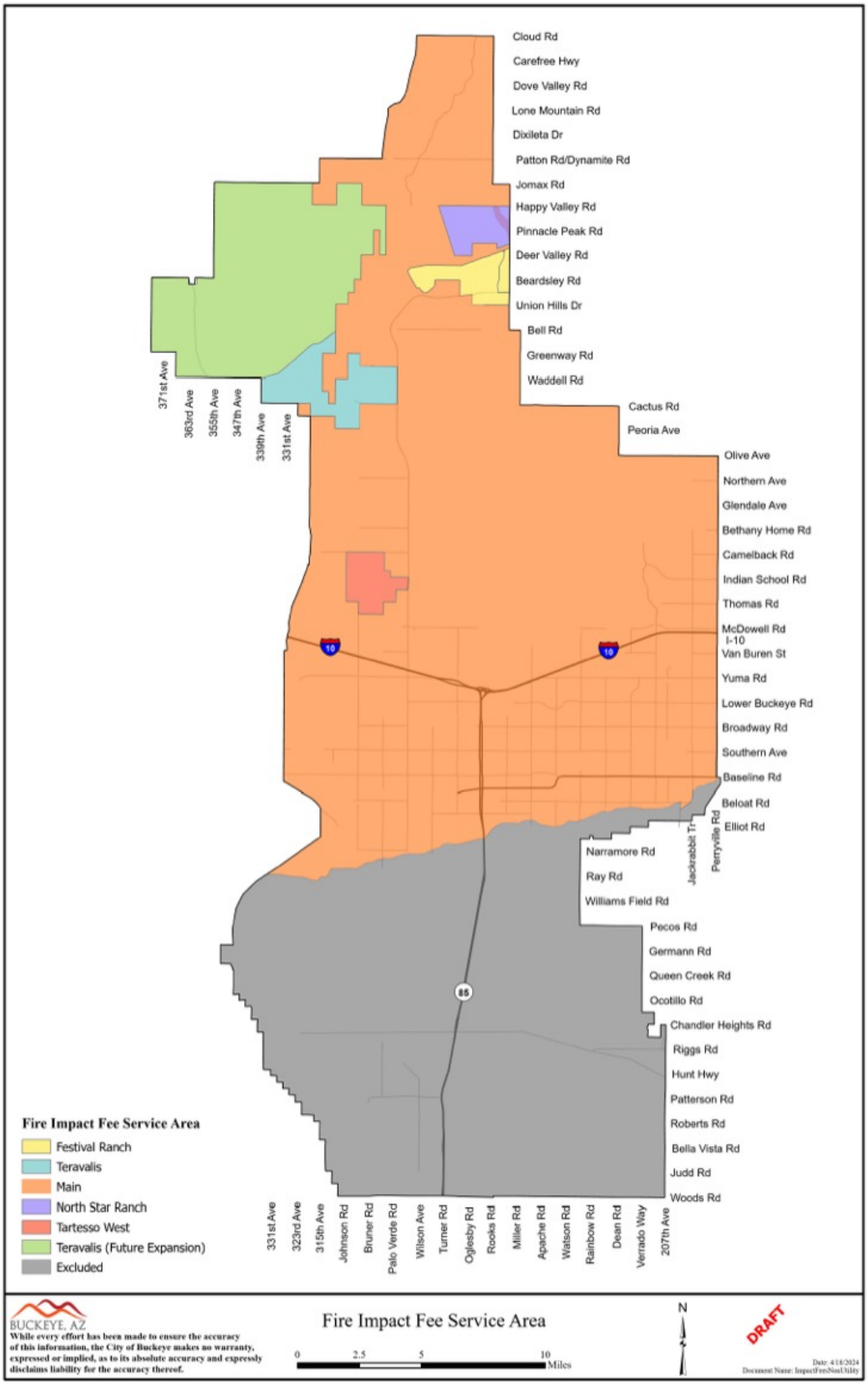


Figure LU2: Library Facilities Service Area

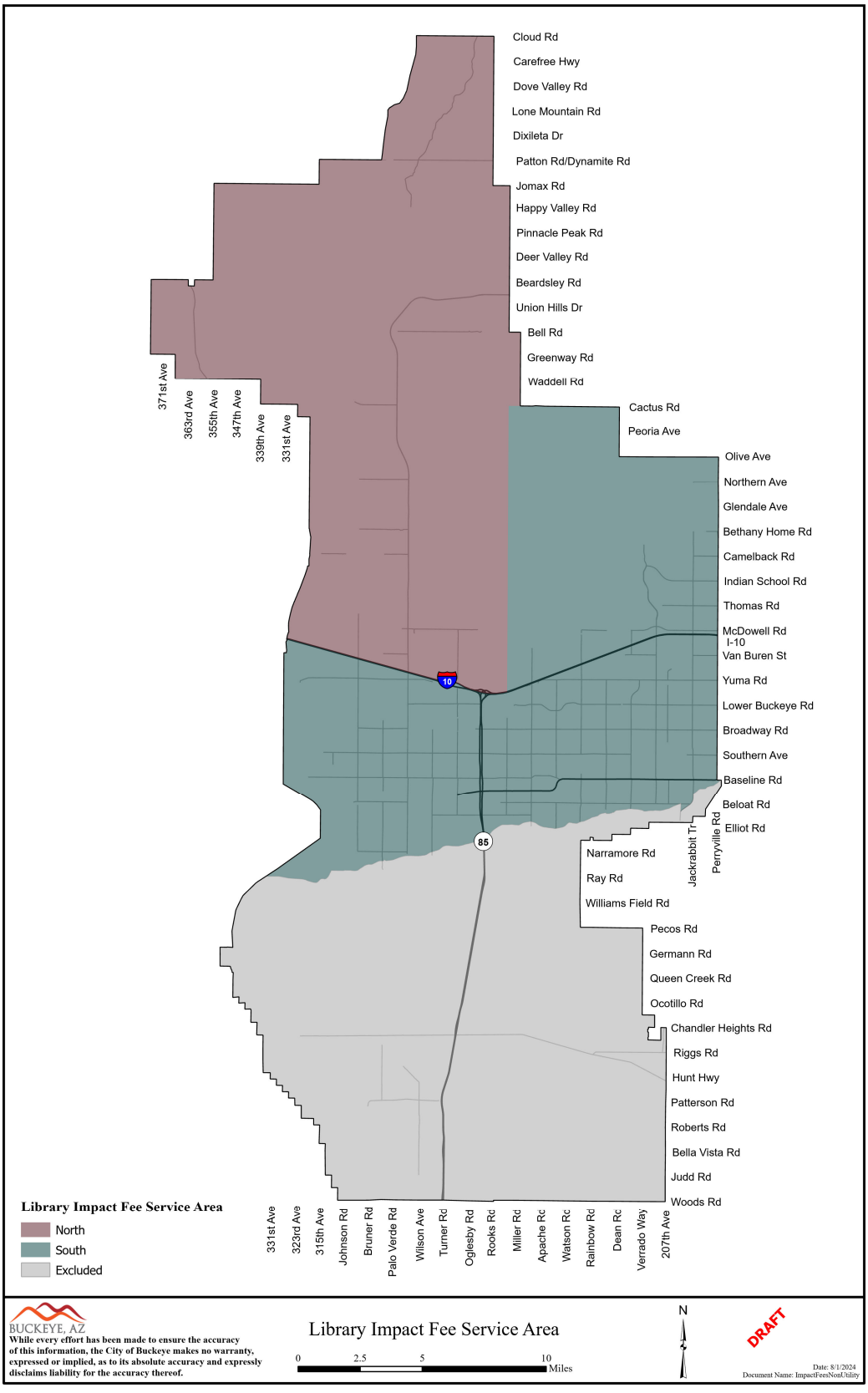


Figure LU3: Parks and Recreational Facilities Service Area

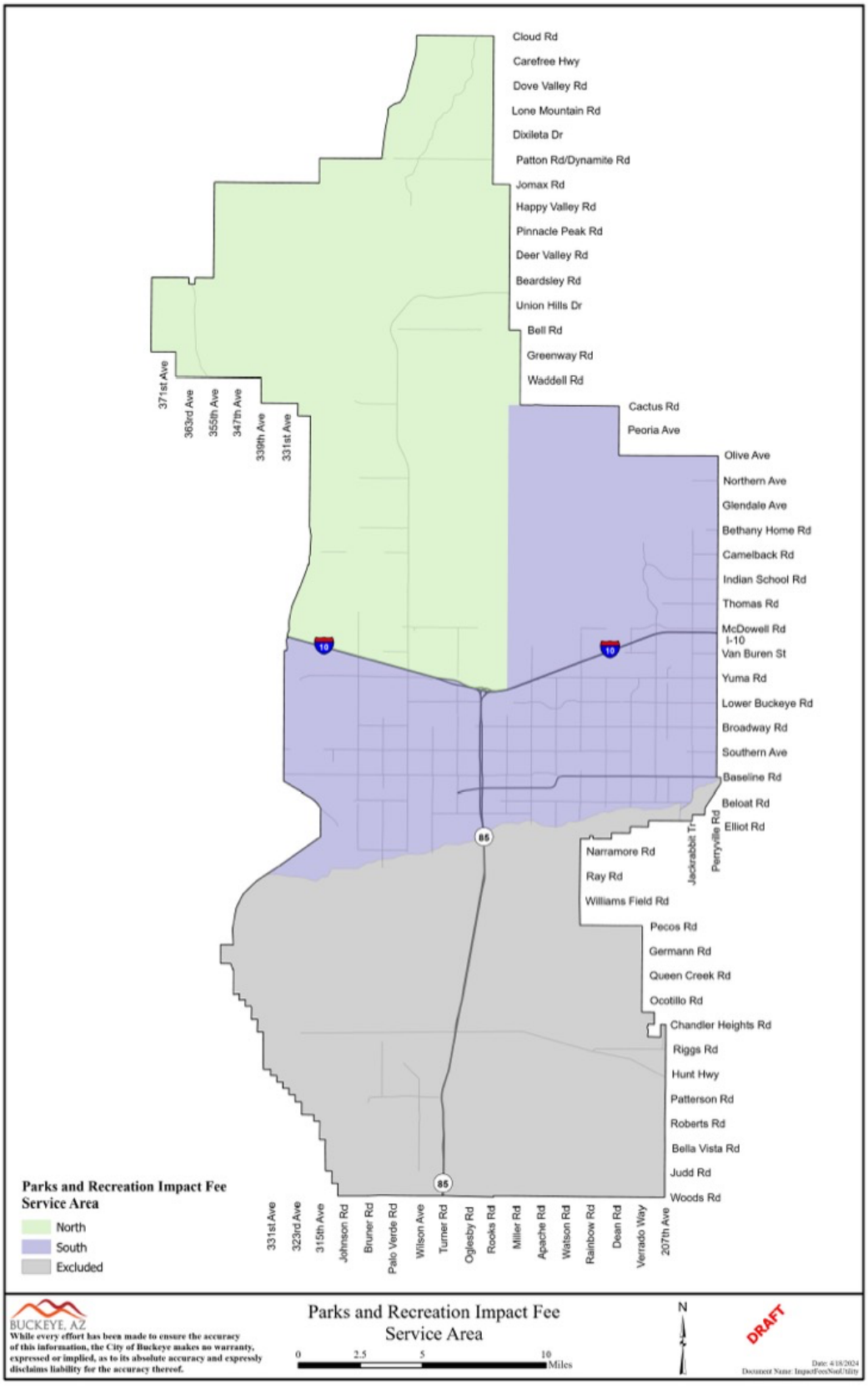


Figure LU4: Police Facilities Service Area

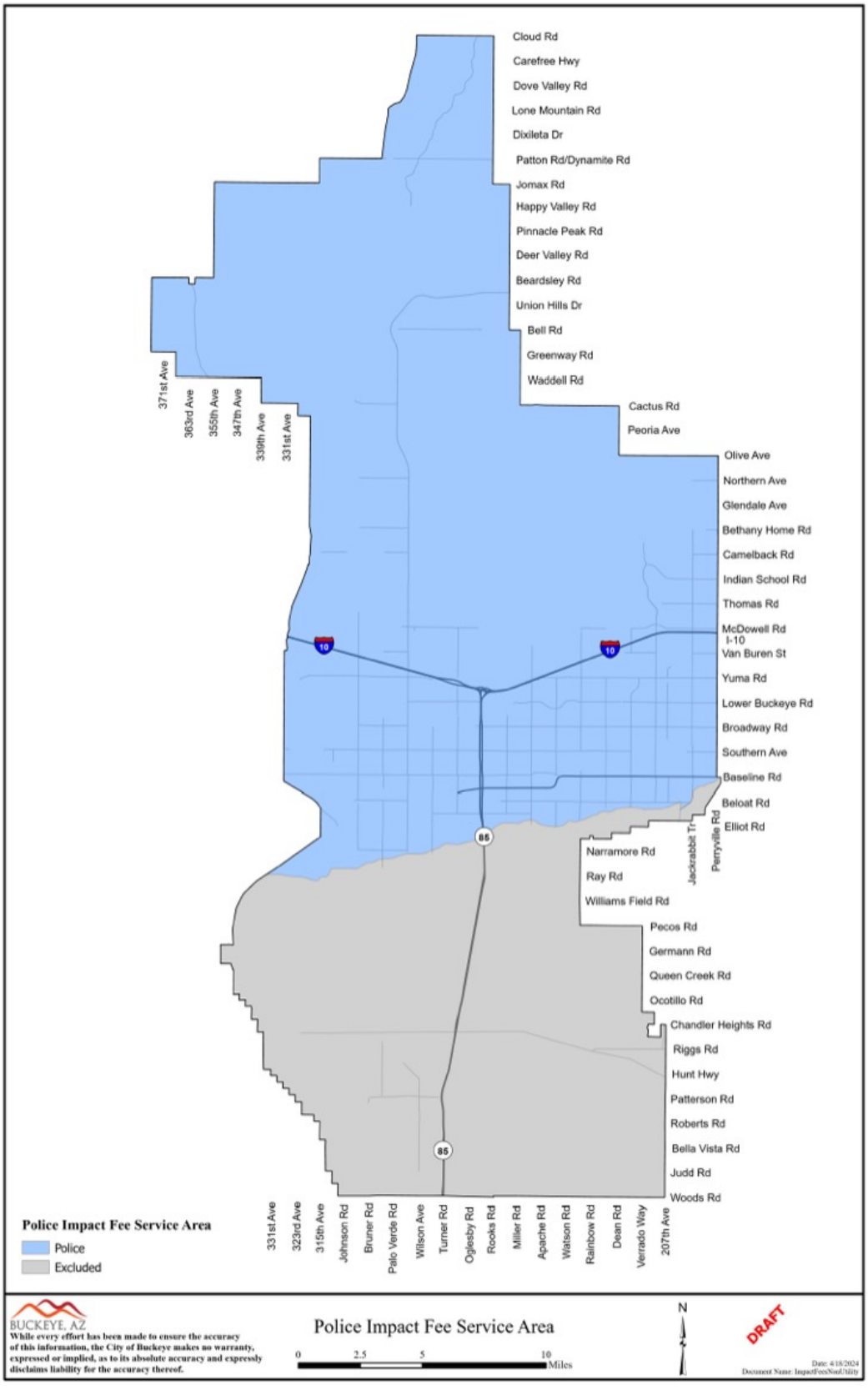


Figure LU5: Street Facilities Service Area

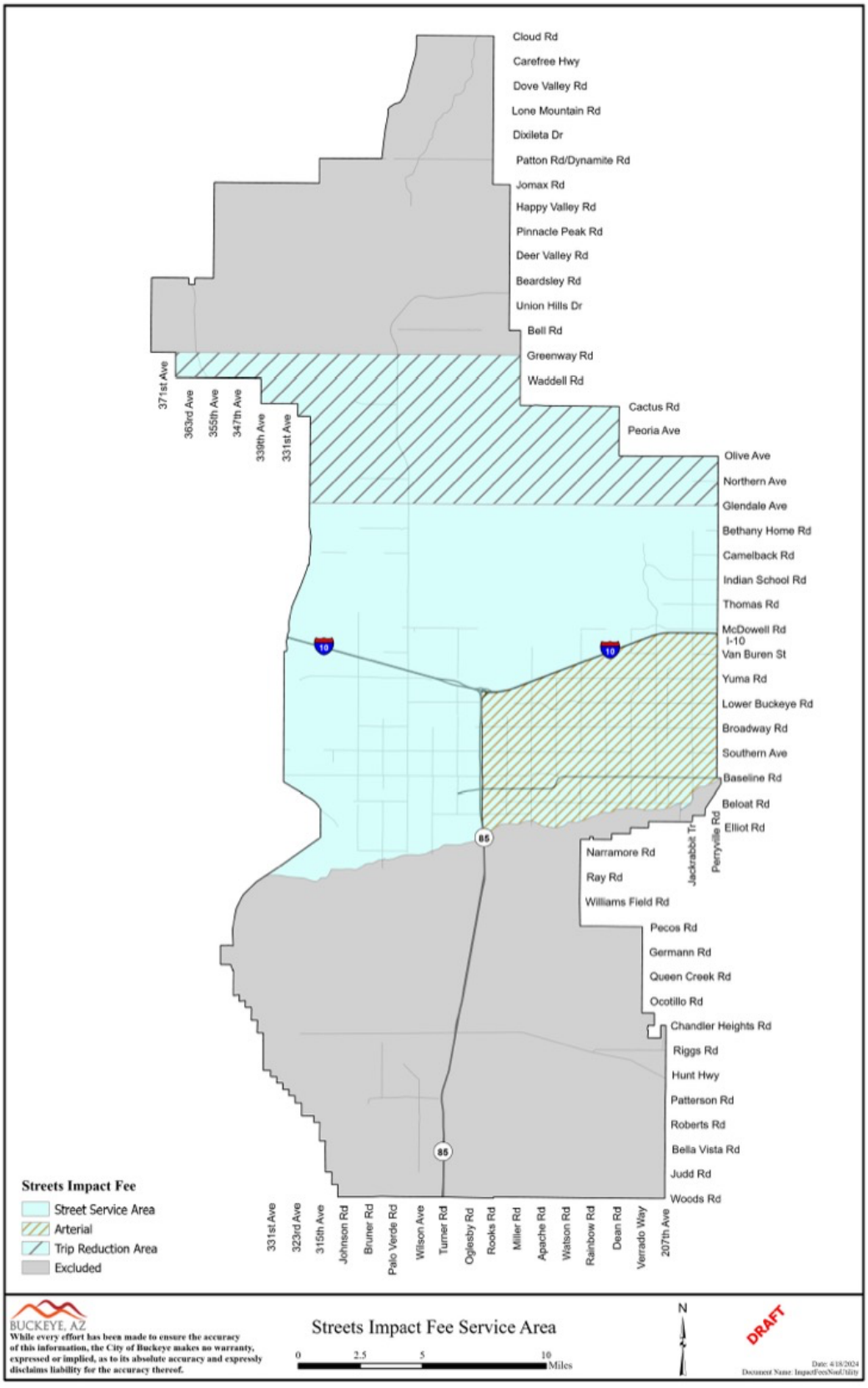


Figure LU6: Water Facilities Service Area

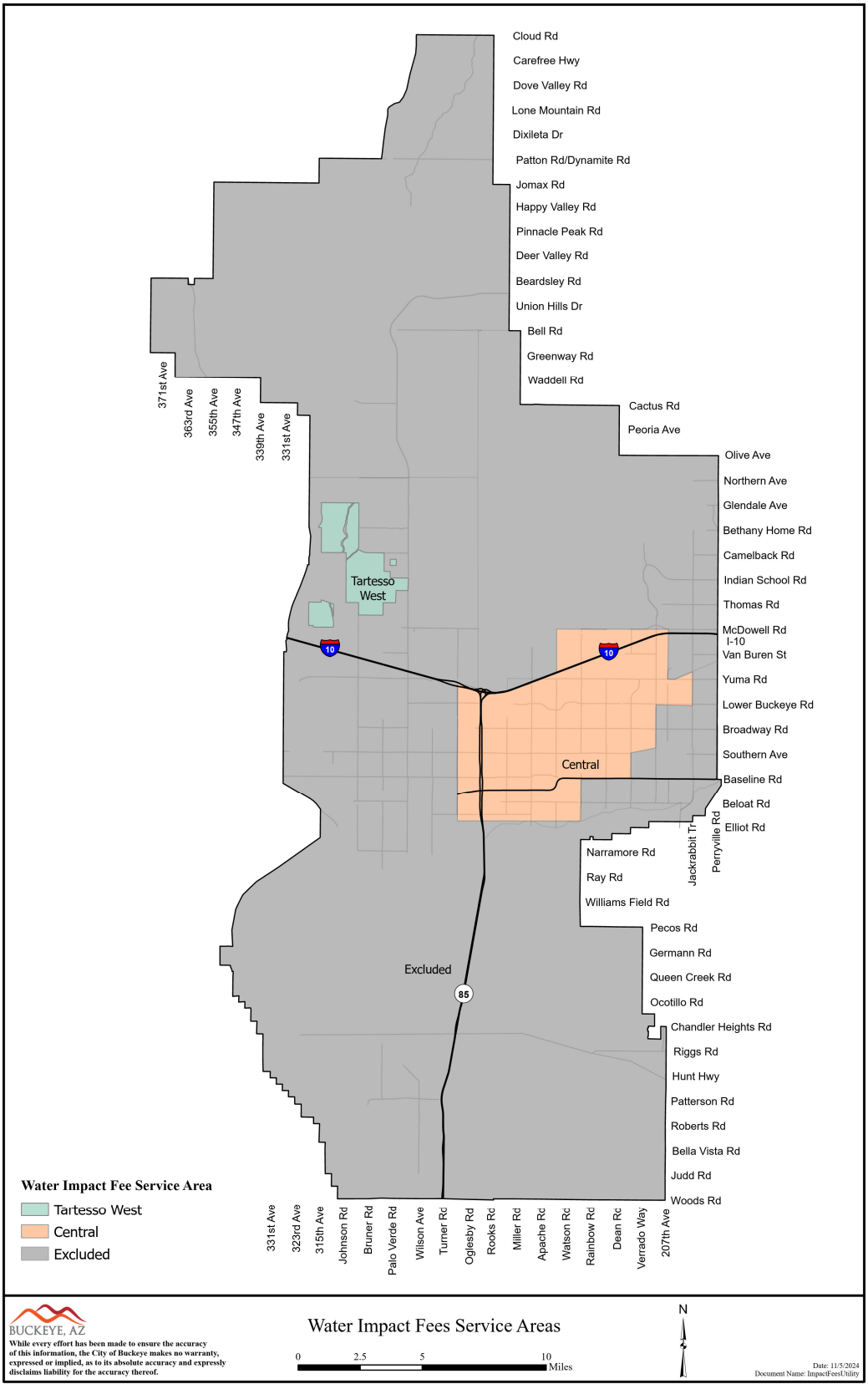
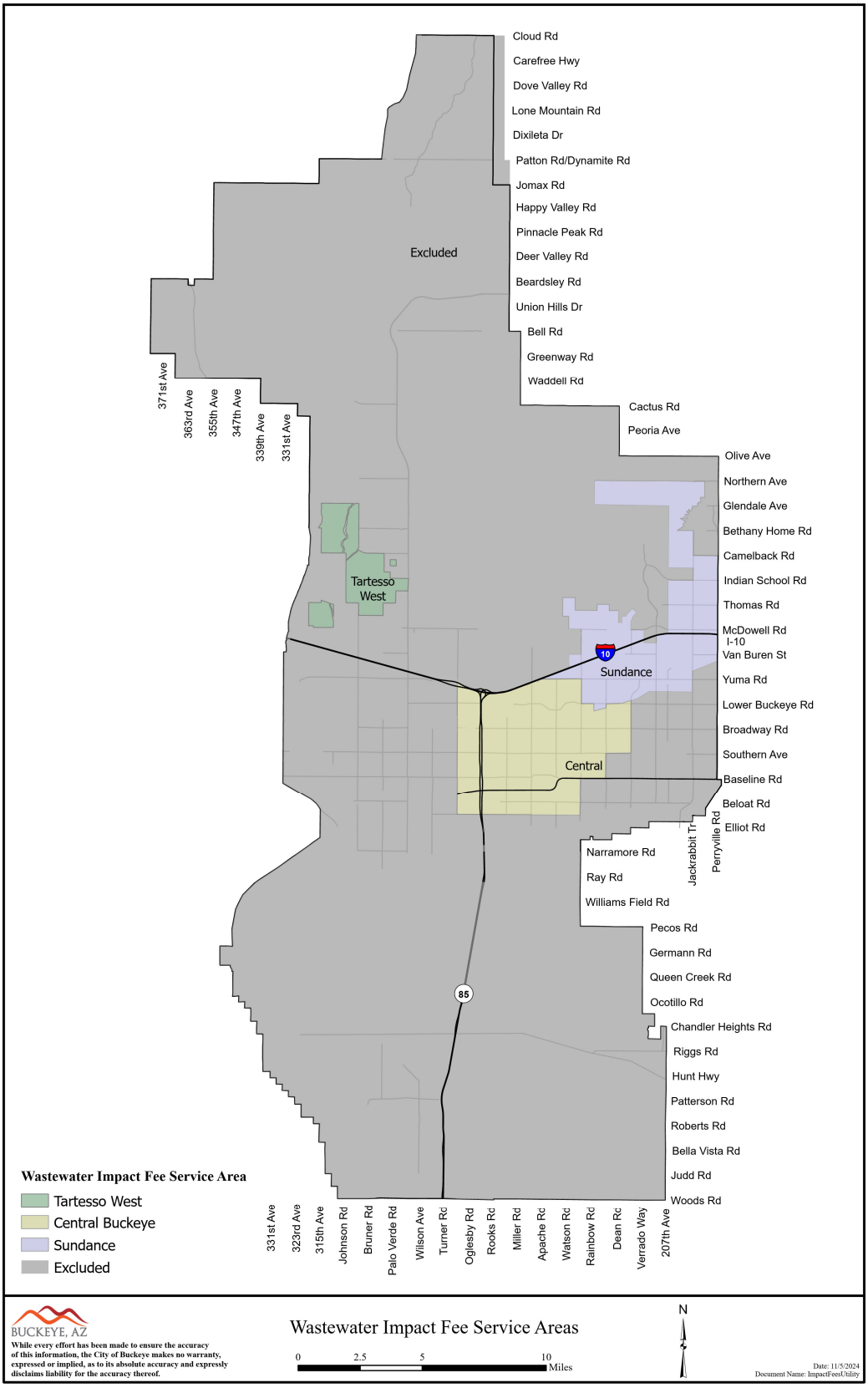


Figure LU7: Wastewater Facilities Service Area



RESIDENTIAL DEVELOPMENT

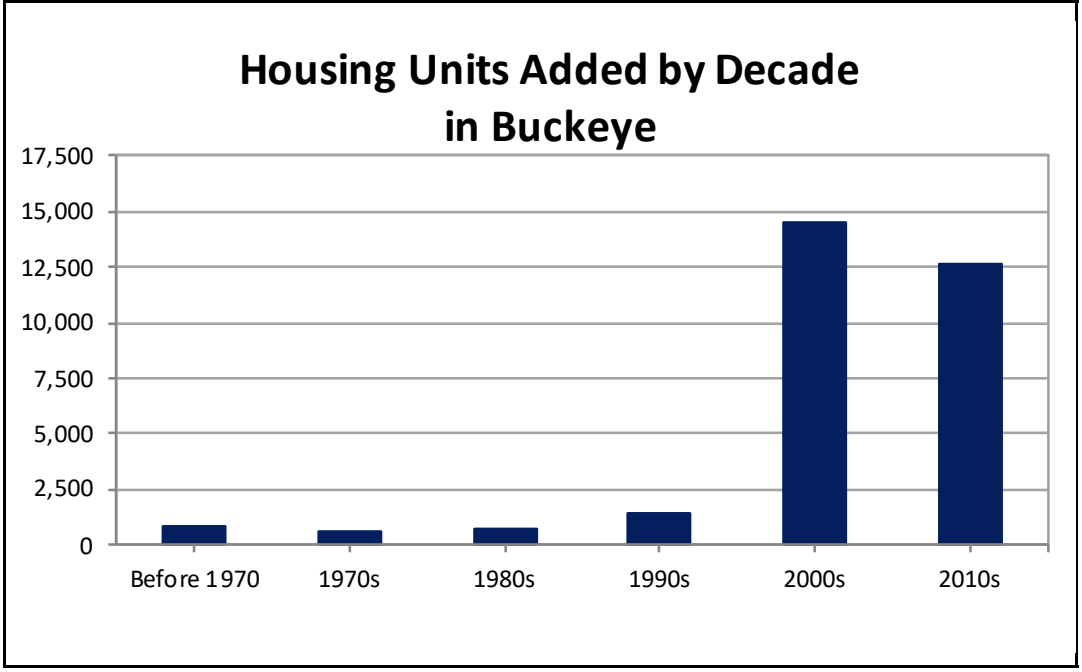
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure LU8 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, Buckeye's housing stock grew by an average of 1,265 housing units per year.

Figure LU8: Housing Units by Decade

Census 2010 Housing Units	18,207	Buckeye's housing stock grew by an average of 1,265 housing units per year from 2010 to 2020.
Census 2020 Housing Units	30,860	
New Housing Units 2010 to 2020	12,653	



Source: U.S. Census Bureau, Census 2020 DEC Demographic Profile, Census 2010 Summary File 1, 2017-2021 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When fee calculations use PPHU, infrastructure standards are derived using year-round population. When fee calculations use PPH, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development use persons per housing unit.

Shown below, Figure LU9 includes occupancy factors published in the Buckeye Water Engineering Design Standards. Low and medium density units (less than eight dwelling units per acre) average 3.20 persons per household, high density units (eight or more dwelling units per acre) average 2.50 persons per household, and active adult units (max eight dwelling units per acre) average 2.00 persons per household.

Figure LU9: Occupancy Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit
Low and Medium Density	less than 8	3.20
High Density (includes apartments)	8 or more	2.50
Active Adult	max 8	2.00

Source: Buckeye Water Engineering Design Standards, Section 3-1.202

Residential Estimates

According to estimates published by the U.S. Census Bureau, Buckeye's 2020 population included 91,502 persons living in 30,860 housing units. The Maricopa Association of Governments (MAG) released updated socioeconomic projections in June 2023. According to these projections, Buckeye's projected population in 2023 included 109,729 persons. Using traffic analysis zone (TAZ) data provided by MAG, and occupancy factors shown in Figure LU9, existing residential development in 2024 includes 119,044 persons and 40,080 housing units.

Figure LU10: Residential Estimates

Buckeye, Arizona	2020	2021	2022	2023	2024
	Census[1]	MAG[2]	MAG[2]	MAG[2]	Base Year[3]
Total Population	91,502	101,987	106,316	109,729	119,044
Housing Units	30,860	34,578	36,046	38,295	40,080

1. U.S. Census Bureau, 2020.
2. Municipality Population and Housing Unit Update, Maricopa Association of Governments (MAG) Regional
3. Population from Socioeconomic Projections, MAG, June 2023; housing units calculated by TischlerBise using MAG data and Buckeye Water Engineering Design Standards.

Residential Projections

Citywide Projections

Population and housing unit projections illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a faster rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease at a corresponding rate. For this study, the analysis assumes the occupancy factors shown in Figure LU9 will remain constant throughout the 10-year projection period.

Shown below, the analysis uses MAG data to project future single-family development. Projected multi-family units represent multi-family units in the development pipeline. TischlerBise uses occupancy factors shown in Figure LU9 to convert housing units to population. Based on these assumptions, 10-year projections include an increase of 85,579 persons and 29,507 housing units citywide.

Figure LU11: Residential Projections – Citywide

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Single-Family	38,782	41,092	43,325	45,739	47,878	50,257	52,380	54,088	55,736	58,062	60,324	21,542
Multi-Family	1,298	1,993	2,689	3,507	4,480	5,454	6,309	7,163	7,863	8,563	9,263	7,965
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Service Area Projections

The following figures include residential development projections associated with the service area maps shown at the beginning of this chapter. TischlerBise projects future residential development for each service area using the same methodology as the citywide development projections.

Figure LU12: Residential Projections – Fire Service Area

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Main	99,396	106,982	113,467	120,453	126,538	133,424	138,589	142,071	145,253	150,035	154,717	55,321
Festival Ranch	9,731	10,299	10,867	11,436	12,004	12,573	13,141	13,653	14,165	14,677	15,189	5,458
North Star Ranch	0	0	0	0	0	0	320	960	2,240	3,840	5,440	5,440
Tartesso West	9,918	10,361	10,803	11,246	11,689	12,131	12,574	13,115	13,656	14,197	14,738	4,820
Teravalis	0	0	960	2,400	4,228	6,055	8,139	10,220	11,660	13,100	14,540	14,540
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Main	30,342	32,925	35,130	37,490	39,575	41,900	43,671	44,923	45,997	47,647	49,235	18,893
Festival Ranch	5,950	6,234	6,518	6,802	7,087	7,371	7,655	7,911	8,167	8,423	8,679	2,729
North Star Ranch	0	0	0	0	0	0	100	300	700	1,200	1,700	1,700
Tartesso West	3,788	3,927	4,065	4,203	4,342	4,480	4,618	4,787	4,957	5,126	5,295	1,506
Teravalis	0	0	300	750	1,355	1,960	2,645	3,329	3,779	4,229	4,679	4,679
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Figure LU13: Residential Projections – Library Service Area

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**

Figure LU14: Residential Projections – Parks and Recreational Service Area

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**

Figure LU15: Residential Projections – Police Service Area

Police Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
Police	119,044	127,641	136,098	145,534	154,458	164,182	172,763	180,018	186,973	195,848	204,623	85,579
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Police	40,080	43,085	46,014	49,246	52,358	55,711	58,689	61,250	63,599	66,625	69,587	29,507
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**

Figure LU16: Residential Projections – Street Service Area

Street Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
Street	108,189	115,938	123,546	132,135	140,212	149,088	156,501	162,113	166,785	173,057	179,228	71,040
Total	**108,189**	**115,938**	**123,546**	**132,135**	**140,212**	**149,088**	**156,501**	**162,113**	**166,785**	**173,057**	**179,228**	**71,040**
Housing Units												
Street	33,774	36,408	38,965	41,825	44,566	47,548	50,054	52,006	53,545	55,661	57,714	23,940
Total	**33,774**	**36,408**	**38,965**	**41,825**	**44,566**	**47,548**	**50,054**	**52,006**	**53,545**	**55,661**	**57,714**	**23,940**

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure LU17, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) with 2,953 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure LU17: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
520	Elementary School	student	2.27	22.50	0.10	na
525	High School	student	1.94	21.95	0.09	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

The Maricopa Association of Governments (MAG) released updated socioeconomic projections in June 2023. According to MAG estimates, site-based employment included 10,597 jobs in 2020. To convert jobs to nonresidential floor area, TischlerBise multiplies the nonresidential demand factors shown in Figure LU17 by the job estimates shown below. For example, 2,378 industrial jobs multiplied by 2,953 square feet per industrial job equals 7,022,749 square feet of industrial development in 2020.

Figure LU18: Nonresidential Estimates

Development Type	2020 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2020 Estimated Floor Area[3]
Industrial[4]	2,378	22%	2,953	7,022,749
Commercial[5]	3,646	34%	471	1,716,112
Office & Other Services[6]	2,315	22%	307	711,158
Institutional[7]	2,258	21%	330	744,670
Total	10,597	100%		10,194,689

1. Socioeconomic Projections, Maricopa Association of Governments (MAG), 2023
2. Trip Generation, Institute of Transportation Engineers (ITE), 11th Edition (2021)
3. TischlerBise calculation (2020 jobs X ITE square feet per job factors)
4. MAG industrial employment
5. MAG retail employment
6. MAG office employment and other employment
7. MAG public employment

To estimate employment and nonresidential floor area in 2024, TischlerBise applies a straight-line projection from MAG 2020 employment estimates to MAG 2030 employment projections. For 2024, projected nonresidential development includes 18,246 jobs and 21,322,567 square feet of nonresidential floor area.

Development Type	2024 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2023 Estimated Floor Area[3]
Industrial[4]	5,540	30%	2,953	16,360,412
Commercial[5]	6,032	33%	471	2,839,253
Office & Other Services[6]	3,459	19%	307	1,062,723
Institutional[7]	3,215	18%	330	1,060,179
Total	18,246	100%		21,322,567

1. Socioeconomic Projections, Maricopa Association of Governments (MAG), 2024
2. Trip Generation, Institute of Transportation Engineers (ITE), 11th Edition (2021)
3. TischlerBise calculation (2024 jobs X ITE square feet per job factors)
4. MAG industrial employment
5. MAG retail employment
6. MAG office employment and other employment
7. MAG public employment

Nonresidential Projections

Citywide

Employment and floor area projections illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a faster rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease at a corresponding rate.

Based on the recommendation of Economic Development Department staff, TischlerBise projects industrial, commercial, and office development based on recent development trends. For industrial development, this includes entitled projects from 2025 through 2027, 1.0 million square feet per year in 2028 through 2030, and 750,000 square feet per year from 2031 through 2034. Projected commercial development includes entitled projects for 2025 and 2026 and 400,000 square feet per year from 2027 through 2034. Projected office development includes entitled projects for 2025, 100,000 square feet per year from 2026 through 2030, and 200,000 square feet per year from 2031 through 2034. To convert nonresidential floor area to employment, the analysis divides projected nonresidential floor area by employment density factors shown in Figure LU17.

TischlerBise projects institutional development using employment data published by the Maricopa Association of Governments (MAG). 10-year projections include an increase of 2,933 institutional jobs citywide. To convert institutional employment to nonresidential floor area, the analysis applies the employment density factor shown in Figure LU17 by the institutional employment projections. Projected nonresidential development over the next 10 years includes approximately 21,435,000 square feet and 23,930 jobs.

Figure LU19: Nonresidential Projections – Citywide

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
Industrial	5,540	6,165	6,790	7,415	7,755	8,207	8,658	9,024	9,390	9,756	10,121	4,581
Commercial	6,032	7,199	8,923	9,899	10,876	11,975	13,094	14,136	15,177	16,218	17,375	11,343
Office & Other Services	3,459	3,865	4,232	4,599	4,967	5,334	5,702	6,409	7,117	7,824	8,532	5,072
Institutional	3,215	3,460	3,705	3,950	4,195	4,439	4,684	5,037	5,389	5,741	6,148	2,933
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Industrial	16,360	18,207	20,053	21,899	22,903	24,236	25,570	26,650	27,730	28,810	29,890	13,530
Commercial	2,839	3,388	4,200	4,659	5,119	5,636	6,163	6,653	7,143	7,634	8,178	5,339
Office & Other Services	1,063	1,187	1,300	1,413	1,526	1,639	1,752	1,969	2,186	2,404	2,621	1,558
Institutional	1,157	1,238	1,318	1,399	1,480	1,561	1,641	1,758	1,874	1,990	2,165	1,008
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Service Area

The following figures include nonresidential development projections associated with the service area maps shown at the beginning of this chapter. TischlerBise projects future nonresidential development for each service area using the same methodology as the citywide development projections.

Figure LU20: Nonresidential Projections – Fire Service Area

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
Main	17,891	20,217	23,063	25,161	26,974	28,787	30,600	32,735	34,870	37,005	39,140	21,249
Festival Ranch	226	309	393	476	560	643	727	810	894	978	1,061	835
North Star Ranch	0	0	0	0	0	0	0	0	0	0	171	171
Tartesso West	130	162	194	226	258	290	342	355	369	382	395	266
Teravalis	0	0	0	0	0	235	470	704	939	1,174	1,409	1,409
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Main	21,204	23,760	26,567	29,022	30,635	32,248	33,861	35,338	36,815	38,291	39,768	18,564
Festival Ranch	76	109	143	177	210	244	278	311	345	379	412	337
North Star Ranch	0	0	0	0	0	0	0	0	0	0	114	114
Tartesso West	139	150	160	171	182	192	212	217	222	228	233	93
Teravalis	0	0	0	0	0	388	776	1,164	1,552	1,940	2,327	2,327
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU21: Nonresidential Projections – Library Service Area

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU22: Nonresidential Projections – Parks and Recreational Service Area

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU23: Nonresidential Projections – Police Service Area

Police Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
Police	18,246	20,688	23,649	25,863	27,792	29,956	32,139	34,606	37,072	39,539	42,176	23,930
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Police	21,419	24,019	26,871	29,370	31,027	33,072	35,127	37,030	38,934	40,837	42,854	21,435
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Figure LU24: Nonresidential Projections – Street Service Area

Street Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Employment												
Street	17,291	19,467	22,163	24,111	25,774	27,671	29,589	31,853	34,118	36,382	38,646	21,355
Total	**17,291**	**19,467**	**22,163**	**24,111**	**25,774**	**27,671**	**29,589**	**31,853**	**34,118**	**36,382**	**38,646**	**21,355**
Nonres. Sq Ft (x1,000)												
Street	21,048	23,541	26,284	28,676	30,226	32,163	34,110	35,917	37,725	39,532	41,339	20,291
Total	**21,048**	**23,541**	**26,284**	**28,676**	**30,226**	**32,163**	**34,110**	**35,917**	**37,725**	**39,532**	**41,339**	**20,291**

AVERAGE WEEKDAY VEHICLE TRIPS

Components used to determine average weekday vehicle trips (AWVT) include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit. For age restricted development, the proxy is Senior Adult Housing – Single-Family (ITE 251), and this type of development generates 4.31 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure LU25: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Buckeye for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure LU26, the U.S. Census Bureau's OnTheMap web application indicates 92 percent of resident workers traveled outside of Buckeye for work in 2020. In combination, these factors (0.31 x 0.50 x 0.92 = 0.14) support the additional 14 percent allocation of trips to residential development.

Figure LU26: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	36,902
Residents Living and Working in Buckeye	2,870
Residents Commuting Outside Buckeye for Work	34,032
Percent Commuting out of Buckeye	92%
Additional Production Trips[1]	14%
Standard Trip Rate Adjustment	50%
Residential Trip Adjustment Factor	64%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.1) and LEHD Origin-Destination Employment Statistics, 2020.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2020 indicate that 92 percent of Buckeye's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x .92 = 0.143) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure LU27, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Buckeye's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Buckeye's existing citywide development generates 302,706 vehicle trips on an average weekday.

Figure LU27: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	38,782	234,060
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,839	34,677
Office & Other Services	KSF	710	10.84	50%	1,063	5,760
Institutional	KSF	730	22.59	33%	1,157	8,623
Total						302,706

DEVELOPMENT PROJECTIONS

Citywide

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2024 are used in the development fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure LU28: Development Projections Summary

Buckeye, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Single-Family	38,782	41,092	43,325	45,739	47,878	50,257	52,380	54,088	55,736	58,062	60,324	21,542
Multi-Family	1,298	1,993	2,689	3,507	4,480	5,454	6,309	7,163	7,863	8,563	9,263	7,965
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Industrial	5,540	6,165	6,790	7,415	7,755	8,207	8,658	9,024	9,390	9,756	10,121	4,581
Commercial	6,032	7,199	8,923	9,899	10,876	11,975	13,094	14,136	15,177	16,218	17,375	11,343
Office & Other Services	3,459	3,865	4,232	4,599	4,967	5,334	5,702	6,409	7,117	7,824	8,532	5,072
Institutional	3,215	3,460	3,705	3,950	4,195	4,439	4,684	5,037	5,389	5,741	6,148	2,933
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Industrial	16,360	18,207	20,053	21,899	22,903	24,236	25,570	26,650	27,730	28,810	29,890	13,530
Commercial	2,839	3,388	4,200	4,659	5,119	5,636	6,163	6,653	7,143	7,634	8,178	5,339
Office & Other Services	1,063	1,187	1,300	1,413	1,526	1,639	1,752	1,969	2,186	2,404	2,621	1,558
Institutional	1,157	1,238	1,318	1,399	1,480	1,561	1,641	1,758	1,874	1,990	2,165	1,008
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Fire Service Area

TischlerBise uses these projections to calculate fire facilities development fees.

Figure LU29: Development Projections Summary

Fire Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Main	99,396	106,982	113,467	120,453	126,538	133,424	138,589	142,071	145,253	150,035	154,717	55,321
Festival Ranch	9,731	10,299	10,867	11,436	12,004	12,573	13,141	13,653	14,165	14,677	15,189	5,458
North Star Ranch	0	0	0	0	0	0	320	960	2,240	3,840	5,440	5,440
Tartesso West	9,918	10,361	10,803	11,246	11,689	12,131	12,574	13,115	13,656	14,197	14,738	4,820
Teravalis	0	0	960	2,400	4,228	6,055	8,139	10,220	11,660	13,100	14,540	14,540
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Main	30,342	32,925	35,130	37,490	39,575	41,900	43,671	44,923	45,997	47,647	49,235	18,893
Festival Ranch	5,950	6,234	6,518	6,802	7,087	7,371	7,655	7,911	8,167	8,423	8,679	2,729
North Star Ranch	0	0	0	0	0	0	100	300	700	1,200	1,700	1,700
Tartesso West	3,788	3,927	4,065	4,203	4,342	4,480	4,618	4,787	4,957	5,126	5,295	1,506
Teravalis	0	0	300	750	1,355	1,960	2,645	3,329	3,779	4,229	4,679	4,679
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Main	17,891	20,217	23,063	25,161	26,974	28,787	30,600	32,735	34,870	37,005	39,140	21,249
Festival Ranch	226	309	393	476	560	643	727	810	894	978	1,061	835
North Star Ranch	0	0	0	0	0	0	0	0	0	0	171	171
Tartesso West	130	162	194	226	258	290	342	355	369	382	395	266
Teravalis	0	0	0	0	0	235	470	704	939	1,174	1,409	1,409
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Main	21,204	23,760	26,567	29,022	30,635	32,248	33,861	35,338	36,815	38,291	39,768	18,564
Festival Ranch	76	109	143	177	210	244	278	311	345	379	412	337
North Star Ranch	0	0	0	0	0	0	0	0	0	0	114	114
Tartesso West	139	150	160	171	182	192	212	217	222	228	233	93
Teravalis	0	0	0	0	0	388	776	1,164	1,552	1,940	2,327	2,327
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Library Service Area

TischlerBise uses these projections to calculate library facilities development fees.

Figure LU30: Development Projections Summary

Library Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Parks and Recreational Service Area

TischlerBise uses these projections to calculate parks and recreational facilities development fees.

Figure LU31: Development Projections Summary

Parks and Recreational Service Area	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2030 6	2031 7	2032 8	2033 9	2034 10	10-Year Increase
Population												
North	22,491	24,101	26,670	29,720	33,157	36,594	40,608	47,126	53,644	60,482	67,319	44,829
South	96,554	100,521	104,489	108,965	113,441	117,917	122,097	125,898	129,700	133,502	137,304	40,750
Total	**119,044**	**124,622**	**131,159**	**138,685**	**146,598**	**154,511**	**162,704**	**173,025**	**183,344**	**193,984**	**204,623**	**85,579**
Housing Units												
North	10,629	11,239	12,149	13,208	14,423	15,637	17,032	19,199	21,332	23,564	25,797	15,168
South	29,451	30,842	32,234	33,812	35,389	36,967	38,426	39,767	41,108	42,449	43,790	14,339
Total	**40,080**	**42,081**	**44,383**	**47,020**	**49,812**	**52,604**	**55,458**	**58,966**	**62,440**	**66,013**	**69,587**	**29,507**
Employment												
North	1,994	2,519	3,044	3,569	4,095	4,855	5,635	6,314	6,993	7,672	8,523	6,529
South	16,252	18,169	20,605	22,294	23,698	25,101	26,504	28,292	30,079	31,866	33,654	17,401
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
North	892	1,106	1,319	1,533	1,746	2,348	2,959	3,544	4,130	4,716	5,415	4,523
South	20,527	22,914	25,552	27,837	29,281	30,724	32,168	33,486	34,804	36,121	37,439	16,912
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Police Service Area

TischlerBise uses these projections to calculate police facilities development fees.

Figure LU32: Development Projections Summary

Police Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Police	119,044	127,641	136,098	145,534	154,458	164,182	172,763	180,018	186,973	195,848	204,623	85,579
Total	**119,044**	**127,641**	**136,098**	**145,534**	**154,458**	**164,182**	**172,763**	**180,018**	**186,973**	**195,848**	**204,623**	**85,579**
Housing Units												
Police	40,080	43,085	46,014	49,246	52,358	55,711	58,689	61,250	63,599	66,625	69,587	29,507
Total	**40,080**	**43,085**	**46,014**	**49,246**	**52,358**	**55,711**	**58,689**	**61,250**	**63,599**	**66,625**	**69,587**	**29,507**
Employment												
Police	18,246	20,688	23,649	25,863	27,792	29,956	32,139	34,606	37,072	39,539	42,176	23,930
Total	**18,246**	**20,688**	**23,649**	**25,863**	**27,792**	**29,956**	**32,139**	**34,606**	**37,072**	**39,539**	**42,176**	**23,930**
Nonres. Sq Ft (x1,000)												
Police	21,419	24,019	26,871	29,370	31,027	33,072	35,127	37,030	38,934	40,837	42,854	21,435
Total	**21,419**	**24,019**	**26,871**	**29,370**	**31,027**	**33,072**	**35,127**	**37,030**	**38,934**	**40,837**	**42,854**	**21,435**

Street Service Area

TischlerBise uses these projections to calculate street facilities development fees.

Figure LU33: Development Projections Summary

Street Service Area	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Interchange	39,360	41,783	44,206	46,630	49,053	51,476	53,900	57,403	60,906	64,410	67,913	28,553
Trip Reduction	39	49	1,019	2,469	4,306	6,143	8,237	10,708	12,538	14,369	16,199	16,160
Arterial	68,790	74,106	78,321	83,037	86,853	91,469	94,364	94,002	93,340	94,278	95,116	26,327
Total	**108,189**	**115,938**	**123,546**	**132,135**	**140,212**	**149,088**	**156,501**	**162,113**	**166,785**	**173,057**	**179,228**	**71,040**
Housing Units												
Interchange	15,003	15,778	16,554	17,311	18,069	18,827	19,584	20,679	21,774	22,869	23,964	8,960
Trip Reduction	12	15	318	771	1,380	1,988	2,676	3,482	4,054	4,626	5,198	5,185
Arterial	18,759	20,614	22,093	23,743	25,118	26,734	27,794	27,845	27,718	28,167	28,553	9,794
Total	**33,774**	**36,408**	**38,965**	**41,825**	**44,566**	**47,548**	**50,054**	**52,006**	**53,545**	**55,661**	**57,714**	**23,940**
Employment												
Interchange	4,665	5,177	5,689	6,201	6,714	7,226	7,758	9,173	10,588	12,003	13,418	8,753
Trip Reduction	6	8	9	11	12	248	485	749	1,014	1,278	1,543	1,537
Arterial	12,620	14,282	16,465	17,899	19,048	20,197	21,346	21,931	22,516	23,101	23,685	11,065
Total	**17,291**	**19,467**	**22,163**	**24,111**	**25,774**	**27,671**	**29,589**	**31,853**	**34,118**	**36,382**	**38,646**	**21,355**
Nonres. Sq Ft (x1,000)												
Interchange	2,497	2,715	2,933	3,151	3,369	3,587	3,814	4,512	5,210	5,908	6,606	4,109
Trip Reduction	3	4	4	5	6	394	783	1,180	1,578	1,975	2,373	2,370
Arterial	18,548	20,822	23,347	25,521	26,851	28,182	29,513	30,225	30,937	31,649	32,361	13,813
Total	**21,048**	**23,541**	**26,284**	**28,676**	**30,226**	**32,163**	**34,110**	**35,917**	**37,725**	**39,532**	**41,339**	**20,291**

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Fire Facilities IIP includes components for fire stations, fire facilities, fire apparatus, fire equipment, and the cost of preparing the Fire Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for fire stations (Main service area), fire facilities, fire apparatus, and fire equipment. The cost recovery methodology is used for fire stations in the Festival Ranch, North Star Ranch, and Tartesso service areas. The plan-based methodology is used for the development fee report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees will allocate the cost of fire services between residential and nonresidential development based on calls for service data from 2020 through 2022 provided by Buckeye Fire Department. Based on calls for service from 2020 through 2022, residential development accounts for approximately 82 percent of proportionate share and nonresidential development accounts for the remaining 18 percent.

Figure F1: Proportionate Share

Call Type	2020	2021	2022	Total
Residential	5,706	6,257	4,953	16,916
Nonresidential	1,143	1,440	1,049	3,632
Total	6,849	7,697	6,002	20,548

Call Type	2020	2021	2022	Total
Residential	83%	81%	83%	82%
Nonresidential	17%	19%	17%	18%
Total	100%	100%	100%	100%

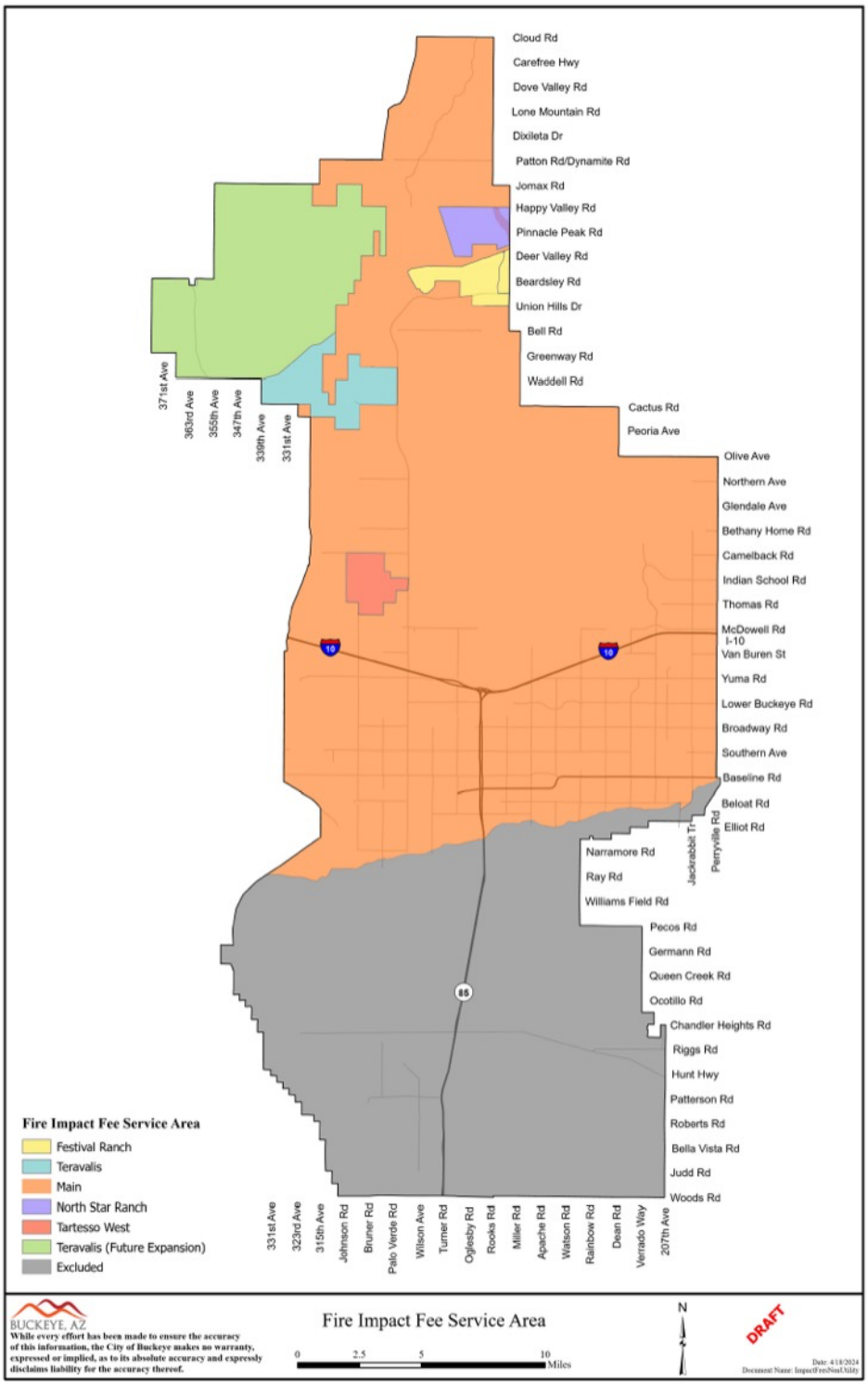
Source: Buckeye Fire Department

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand for fire services. Employment density is highest for office development and lowest for industrial development. Commercial and institutional densities fall between the other two categories. This ranking of employment densities is consistent with the relative demand for fire services from nonresidential development in Buckeye.

SERVICE AREA

Figure F2 includes the service area for the Fire Facilities IIP. Fire facilities, fire apparatus, and fire equipment use a citywide service area, and fire stations use the services areas shown in Figure F2.

Figure F2: Fire Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure F3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Fire Stations

This section includes the level-of-service analysis and cost factors for fire stations in each service area.

Main – Incremental Expansion

Buckeye currently provides 35,484 permanent square feet of fire stations to existing development in the main service area, and Buckeye plans to construct additional fire stations to serve future development. To allocate the proportionate share of demand for fire stations to residential and nonresidential development, this analysis uses the proportionate share shown in Figure F1. Buckeye's existing level of service for residential development is 0.2927 square feet per person (35,484 square feet X 82 percent residential share / 99,396 persons). The nonresidential level of service is 0.3570 square feet per job (35,484 square feet X 18 percent nonresidential share / 17,891 jobs).

Based on recent and planned construction costs provided by the Buckeye Fire Department, the construction cost for fire stations is $1,300 per square foot. The analysis uses this cost as a proxy for future growth-related fire station costs, and Buckeye may use development fees to expand or construct fire stations needed to serve future development. For fire stations in the main service area, the cost is $380.56 per person (0.2927 square feet per person X $1,300 per square foot) and $464.11 per job (0.3570 square feet per job X $1,300 per square foot).

Figure F4: Existing Level of Service

Description	Total Sq Ft	Permanent Sq Ft
701 - Downtown	8,000	8,000
702 - Sundance	12,200	12,200
703 - Verrado	15,284	15,284
706 - Westpark	1,913	0
Total	37,397	35,484

Cost Factors	
Cost per Square Foot	$1,300

Level-of-Service (LOS) Standards	
Existing Square Feet (Permanent)	35,484
Residential	
Residential Share	82%
2024 Population (Main)	99,396
Square Feet per Person	0.2927
Cost per Person	$380.56
Nonresidential	
Nonresidential Share	18%
2024 Jobs (Main)	17,891
Square Feet per Job	0.3570
Cost per Job	$464.11

Source: Buckeye Fire Department

Festival Ranch – Cost Recovery

Buckeye currently provides 11,870 square feet of fire stations to existing development in the Festival Ranch service area, and the fire station is designed to serve buildout of the service area equal to 30,312 persons and 1,061 jobs. A developer constructed Fire Station 704 as required by the development agreement, and Buckeye provides a development fee credit related to Fire Station 704. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 94 percent residential and six percent nonresidential. Buckeye's planned level of service for residential development is 0.3681 square feet per person (11,870 square feet X 94 percent residential share / 30,312 persons). The nonresidential planned level of service is 0.6712 square feet per job (11,870 square feet X six percent nonresidential share / 1,061 jobs).

The cost to construct Fire Station 704 was $6,800,000, so the analysis uses $573 per square foot in the fee calculation. For fire stations in the Festival Ranch service area, the cost is $210.87 per person (0.3681 square feet per person X $573 per square foot) and $384.50 per job (0.6712 square feet per job X $573 per square foot).

Figure F5: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
704 - Sun City Festival	11,870	$6,800,000	$573
Total	11,870	$6,800,000	$573

Cost Factors	
Cost per Square Foot	$573

Level-of-Service (LOS) Standards	
Existing Square Feet	11,870
Residential	
Residential Share	94%
Projected Population[1]	30,312
Square Feet per Person	0.3681
Cost per Person	$210.87
Nonresidential	
Nonresidential Share	6%
Projected Jobs[1]	1,061
Square Feet per Job	0.6712
Cost per Job	$384.50

Source: Buckeye Fire Department

1. Based on Festival Ranch CMP, Planning Units E and F

North Star Ranch – Cost Recovery

Fire Station 710 will provide 12,500 square feet to serve buildout of the North Star Ranch service area equal to 29,958 persons and 912 jobs. A developer will construct Fire Station 710 as required by the development agreement, and Buckeye will reimburse the developer with development fees generated within the service area. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 95 percent residential and five percent nonresidential. Buckeye's planned level of service for residential development is 0.3964 square feet per person (12,500 square feet X 95 percent residential share / 29,958 persons). The nonresidential planned level of service is 0.6849 square feet per job (12,500 square feet X five percent nonresidential share / 912 jobs).

Based on a construction cost estimate of $19,950,000 provided by the Buckeye Fire Department, the construction cost for Fire Station 710 is $1,596 per square foot. For fire stations in the North Star Ranch service area, the cost is $632.63 per person (0.3964 square feet per person X $1,596 per square foot) and $1,093.17 per job (0.6849 square feet per job X $1,596 per square foot).

Figure F6: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
710 - North Star Ranch	12,500	$16,250,000	$1,300
Land (3 acres)	n/a	$700,000	n/a
Communication Tower	n/a	$3,000,000	n/a
Total	12,500	$19,950,000	$1,596

Cost Factors	
Cost per Square Foot	$1,596

Level-of-Service (LOS) Standards	
Planned Square Feet	12,500
Residential	
Residential Share	95%
Projected Population[1]	29,958
Square Feet per Person	0.3964
Cost per Person	$632.63
Nonresidential	
Nonresidential Share	5%
Projected Jobs[1]	912
Square Feet per Job	0.6849
Cost per Job	$1,093.17

Source: Buckeye Fire Department

1. Based on North Star Ranch CMP

Tartesso – Cost Recovery

Buckeye currently provides 13,300 square feet of fire stations to existing development in the Tartesso service area, and the fire station is designed to serve buildout of the service area equal to 40,986 persons and 6,205 jobs. A developer constructed Fire Station 705 as required by the development agreement, and Buckeye will reimburse the developer with development fees generated within the service area. To allocate the proportionate share of demand for fire stations to total residential and nonresidential development at buildout, this analysis makes an adjustment to calls for service data shown in Figure F1. Applying the 2020-2022 average of calls per person and calls per job to projected buildout population and jobs provides projected calls for service at buildout. Based on this calculation, the proportionate share is 78 percent residential and 22 percent nonresidential. Buckeye's planned level of service for residential development is 0.2531 square feet per person (13,300 square feet X 78 percent residential share / 40,986 persons). The nonresidential planned level of service is 0.4715 square feet per job (6,205 square feet X 22 percent nonresidential share / 6,205 jobs).

The cost to construct Fire Station 704 was $5,446,683, so the analysis uses $410 per square foot in the calculation. The Tartesso service area fire station cost is $103.66 per person (0.2531 square feet per person X $410 per square foot) and $193.11 per job (0.4715 square feet per job X $410 per square foot).

Figure F7: Planned Level of Service

Description	Square Feet	Cost	Cost per Sq Ft
705 - Tartesso	13,300	$5,446,683	$410
Total	13,300	$5,446,683	$410

Cost Factors	
Cost per Square Foot	$410

Level-of-Service (LOS) Standards	
Existing Square Feet	13,300
Residential	
Residential Share	78%
Projected Population[1]	40,986
Square Feet per Person	0.2531
Cost per Person	$103.66
Nonresidential	
Nonresidential Share	22%
Projected Jobs[1]	6,205
Square Feet per Job	0.4715
Cost per Job	$193.11

Source: Buckeye Fire Department

1. Based on Tartesso West CMP, Villages 1-3, 5

Teravalis – Excluded

Fire Station 709 will provide 17,500 square feet of fire stations to serve buildout of the Teravalis service area. A developer will fund construction of Fire Station 709 without development fee reimbursement, so there is no development fee cost for fire stations within this service area.

Fire Facilities – Incremental Expansion

Buckeye currently provides 5,081 square feet of fire facilities (not including fire stations) to existing development citywide, and Buckeye plans to construct additional fire facilities to serve future development. To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure F1. Buckeye's existing level of service for residential development is 0.0350 square feet per person (5,081 square feet X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.0501 square feet per job (5,081 square feet X 18 percent nonresidential share / 18,246 jobs).

The analysis uses the Fire Resource (Support) Building cost of $750 per square foot ($15,000,000 / 20,000 square feet) as a proxy for future growth-related fire facilities costs. Buckeye may use development fees to construct a portion of the Fire Resource (Support) Building or to construct other fire facilities (not including fire stations) needed to serve future development. For fire facilities, the cost is $26.25 per person (0.0350 square feet per person X $750 per square foot) and $37.59 per job (0.0501 square feet per job X $750 per square foot).

Figure F8: Existing Level of Service

Description	Square Feet
Fire Administration	5,081
Total	5,081

Cost Factors	
Resource (Support) Building	$15,000,000
Square Feet	20,000
Cost per Square Foot	$750

Level-of-Service (LOS) Standards	
Existing Square Feet	5,081
Residential	
Residential Share	82%
2024 Population	119,044
Square Feet per Person	0.0350
Cost per Person	$26.25
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Square Feet per Job	0.0501
Cost per Job	$37.59

Source: Buckeye Fire Department

Fire Apparatus – Incremental Expansion

Buckeye currently serves existing development with 12 fire apparatus, and Buckeye plans to acquire additional fire apparatus to serve future development. The replacement cost of the existing fleet is $17,200,000. To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses proportionate share outlined in Figure F1. Buckeye's existing level of service for residential development is 0.00008 units per person (12 units X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.00012 units per job (12 units X 18 percent nonresidential share / 18,246 jobs).

The weighted average cost of Buckeye's existing fire apparatus is $1,433,333 per unit ($17,200,000 total cost / 12 units), and the analysis uses this cost as a proxy for future growth-related fire apparatus costs. Buckeye may use development fees to expand its fire apparatus fleet. For fire apparatus, the cost is $118.48 per person (0.00008 units per person X $1,433,333 per unit) and $169.68 per job (0.00012 units per job X $1,433,333 per unit).

Figure F9: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Pumper	10	$1,250,000	$12,500,000
Ladder Truck	2	$2,350,000	$4,700,000
Total	12	$1,433,333	$17,200,000

Cost Factors	
Weighted Average per Unit	$1,433,333

Level-of-Service (LOS) Standards	
Existing Units	12
Residential	
Residential Share	82%
2024 Population	119,044
Units per Person	0.00008
Cost per Person	$118.48
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Units per Job	0.00012
Cost per Job	$169.68

Source: Buckeye Fire Department

Fire Equipment – Incremental Expansion

Buckeye currently serves existing development with 14 units of fire equipment, and Buckeye plans to acquire additional equipment to serve future development. The replacement cost of the existing inventory is $3,583,466. To allocate the proportionate share of demand for fire equipment to residential and nonresidential development, this analysis uses proportionate share outlined in Figure F1. Buckeye's existing level of service for residential development is 0.00010 units per person (14 units X 82 percent residential share / 119,044 persons). The nonresidential level of service is 0.00014 units per job (14 units X 18 percent nonresidential share / 18,246 jobs).

The weighted average cost of Buckeye's existing fire equipment is $255,962 per unit ($3,583,466 total cost / 14 units), and the analysis uses this cost as a proxy for future growth-related fire equipment costs. Buckeye may use development fees to expand its fire equipment inventory. For fire equipment, the cost is $24.68 per person (0.00010 units per person X $255,962 per unit) and $35.35 per job (0.00014 units per job X $255,962 per unit).

Figure F10: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Haz Mat Truck	1	$1,500,000	$1,500,000
Small Pickup Truck	10	$72,000	$720,000
Air and Light Trailer	1	$82,000	$82,000
Heavy Duty Pickup Truck	1	$100,000	$100,000
Regional Wireless (Fire Share)	1	$1,181,466	$1,181,466
Total	14	$255,962	$3,583,466

Cost Factors	
Weighted Average per Unit	$255,962

Level-of-Service (LOS) Standards	
Existing Units	14
Residential	
Residential Share	82%
2024 Population	119,044
Units per Person	0.00010
Cost per Person	$24.68
Nonresidential	
Nonresidential Share	18%
2024 Jobs	18,246
Units per Job	0.00014
Cost per Job	$35.35

Source: Buckeye Fire Department

Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and related development fee report equals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is $0.50 per person and $0.42 per job.

Figure F11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. To maintain the existing level of service, Buckeye will need to construct approximately 4,195 square feet of fire facilities, acquire approximately 10 fire apparatus, and acquire approximately 12 units of equipment over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Fire Facilities IIP, including fire stations.

Fire Stations

This section includes projected demand for fire stations in each service area.

Main – Incremental Expansion

Buckeye plans to maintain its level of service for fire stations in the main service area over the next 10 years. Based on a projected population increase of 55,321 persons, future residential development demands approximately 16,195 square feet of fire stations (55,321 additional persons X 0.2927 square feet per person). With projected employment growth of 21,249 jobs, future nonresidential development demands approximately 7,586 square feet of fire stations (21,249 additional jobs X 0.3570 square feet per job). Future development demands approximately 23,781 square feet of fire stations at a cost of $30,914,720 (23,780.6 square feet X $1,300 per square foot). Buckeye may use development fees to construct additional fire stations in the main service area.

Figure F12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Stations	0.2927 Square Feet	per Person	$1,300
	0.3570 Square Feet	per Job	

Demand for Fire Stations					
Year	Population (Main)	Jobs (Main)	Square Feet		
			Residential	Nonresidential	Total
2024	99,396	17,891	29,096.9	6,387.1	35,484.0
2025	106,982	20,217	31,317.4	7,217.5	38,534.9
2026	113,467	23,063	33,216.0	8,233.6	41,449.6
2027	120,453	25,161	35,260.9	8,982.7	44,243.6
2028	126,538	26,974	37,042.3	9,630.0	46,672.3
2029	133,424	28,787	39,058.0	10,277.2	49,335.2
2030	138,589	30,600	40,570.1	10,924.5	51,494.6
2031	142,071	32,735	41,589.4	11,686.7	53,276.1
2032	145,253	34,870	42,520.9	12,448.8	54,969.8
2033	150,035	37,005	43,920.8	13,211.0	57,131.8
2034	154,717	39,140	45,291.4	13,973.2	59,264.6
10-Yr Increase	55,321	21,249	16,194.5	7,586.1	23,780.6

Growth-Related Expenditures	$21,052,850	$9,861,870	$30,914,720

Festival Ranch – Cost Recovery

Buckeye will provide a development fee credit to the developer for costs associated with Fire Station 704. Based on a projected population increase of 5,458 persons, future residential development during the next 10 years demands approximately 2,009 square feet of the existing fire station (5,458 additional persons X 0.3681 square feet per person). With projected nonresidential growth of 835 jobs, future nonresidential development during the next 10 years demands approximately 561 square feet of the existing fire station (835 additional jobs X 0.6712 square feet per job). Future development during the next 10 years demands approximately 2,570 square feet of the existing fire station with a projected development fee credit of $1,472,240 (2,569.9 square feet X $573 per square foot).

Figure F13: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.3681 Square Feet	per Person	$573
	0.6712 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	9,731	226	3,581.8	151.5	3,733.3
2025	10,299	309	3,791.0	207.6	3,998.6
2026	10,867	393	4,000.3	263.6	4,263.9
2027	11,436	476	4,209.5	319.7	4,529.2
2028	12,004	560	4,418.7	375.8	4,794.5
2029	12,573	643	4,628.0	431.9	5,059.8
2030	13,141	727	4,837.2	487.9	5,325.1
2031	13,653	810	5,025.6	544.0	5,569.6
2032	14,165	894	5,214.1	600.1	5,814.2
2033	14,677	978	5,402.6	656.1	6,058.7
2034	15,189	1,061	5,591.0	712.2	6,303.2
10-Yr Increase	5,458	835	2,009.2	560.7	2,569.9

Growth-Related Expenditures	$1,151,032	$321,208	$1,472,240

North Star Ranch – Cost Recovery

Buckeye will use development fees to reimburse developer costs associated with construction of Fire Station 710. Based on a projected population increase of 5,440 persons, future residential development during the next 10 years demands approximately 2,156 square feet of the planned fire station (5,440 persons X 0.3964 square feet per person). With projected nonresidential growth of 171 jobs, future nonresidential development during the next 10 years demands approximately 117 square feet of the planned fire station (171 jobs X 0.6849 square feet per job). Future development during the next 10 years demands approximately 2,273 square feet of the planned fire station and projected development fee revenue equals $3,628,397 (2,273.4 square feet X $1,596 per square foot). Full reimbursement of Fire Station 710 costs will occur beyond the 10-year study timeframe.

Figure F14: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.3964 Square Feet	per Person	$1,596
	0.6849 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	0	0	0.0	0.0	0.0
2025	0	0	0.0	0.0	0.0
2026	0	0	0.0	0.0	0.0
2027	0	0	0.0	0.0	0.0
2028	0	0	0.0	0.0	0.0
2029	0	0	0.0	0.0	0.0
2030	320	0	126.8	0.0	126.8
2031	960	0	380.5	0.0	380.5
2032	2,240	0	887.9	0.0	887.9
2033	3,840	0	1,522.1	0.0	1,522.1
2034	5,440	171	2,156.3	117.1	2,273.4
10-Yr Increase	5,440	171	2,156.3	117.1	2,273.4

Growth-Related Expenditures	$3,441,504	$186,893	$3,628,397

Tartesso – Cost Recovery

Buckeye will use development fees to reimburse developer costs associated with construction of Fire Station 705. Based on a projected population increase of 4,820 persons, future residential development during the next 10 years demands approximately 1,220 square feet of the existing fire station (4,820 additional persons X 0.2531 square feet per person). With projected nonresidential growth of 266 jobs, future nonresidential development during the next 10 years demands approximately 125 square feet of the existing fire station (266 additional jobs X 0.4715 square feet per job). Future development during the next 10 years demands approximately 1,345 square feet of the existing fire station and projected development fee revenue equals $550,890 (1,345.2 square feet X $410 per square foot). Full reimbursement of Fire Station 705 costs will occur beyond the 10-year study timeframe.

Figure F15: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Stations	0.2531 Square Feet	per Person	$410
	0.4715 Square Feet	per Job	

Demand for Fire Stations					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	9,918	130	2,510.3	61.1	2,571.4
2025	10,361	162	2,622.4	76.2	2,698.6
2026	10,803	194	2,734.4	91.3	2,825.8
2027	11,246	226	2,846.5	106.5	2,952.9
2028	11,689	258	2,958.5	121.6	3,080.1
2029	12,131	290	3,070.6	136.7	3,207.3
2030	12,574	342	3,182.6	161.3	3,343.9
2031	13,115	355	3,319.5	167.5	3,487.1
2032	13,656	369	3,456.4	173.8	3,630.2
2033	14,197	382	3,593.3	180.1	3,773.4
2034	14,738	395	3,730.2	186.4	3,916.6
10-Yr Increase	4,820	266	1,219.9	125.2	1,345.2

Growth-Related Expenditures	$499,597	$51,292	$550,890

Fire Facilities – Incremental Expansion

Buckeye plans to maintain the existing level of service for fire facilities (not including fire stations) over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands approximately 2,995 square feet of fire facilities (85,579 additional persons X 0.0350 square feet per person). With projected employment growth of 23,930 jobs, future nonresidential development demands approximately 1,200 square feet of fire facilities (23,930 additional jobs X 0.0501 square feet per job). Future development demands approximately 4,195 square feet of fire facilities at a cost of $3,145,979 (4,194.6 square feet X $750 per square foot). Buckeye may use development fees to expand existing fire facilities or to construct additional fire facilities.

Figure F16: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Facilities	0.0350 Square Feet	per Person	$750
	0.0501 Square Feet	per Job	

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	119,044	18,246	4,166.4	914.6	5,081.0
2025	127,641	20,688	4,467.3	1,037.0	5,504.3
2026	136,098	23,649	4,763.3	1,185.4	5,948.7
2027	145,534	25,863	5,093.5	1,296.4	6,389.9
2028	154,458	27,792	5,405.9	1,393.1	6,798.9
2029	164,182	29,985	5,746.2	1,503.0	7,249.2
2030	172,763	32,139	6,046.5	1,611.0	7,657.4
2031	180,018	34,606	6,300.4	1,734.6	8,035.0
2032	186,973	37,072	6,543.9	1,858.2	8,402.1
2033	195,848	39,539	6,854.5	1,981.9	8,836.3
2034	204,623	42,176	7,161.6	2,114.1	9,275.6
10-Yr Increase	85,579	23,930	2,995.2	1,199.5	4,194.6

Growth-Related Expenditures	$2,246,369	$899,611	$3,145,979

Fire Apparatus – Incremental Expansion

Buckeye plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 7.1 fire apparatus (85,579 additional persons X 0.00008 units per person). With projected nonresidential growth of 23,930 jobs, future nonresidential development demands 2.8 fire apparatus (23,930 additional jobs X 0.00012 units per job). Future development demands approximately 10 fire apparatus at a cost of $14,199,526 (9.9 units X $1,433,333 per unit). Buckeye may use development fees to expand its fleet of fire apparatus.

Figure F17: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.00008 Units	per Person	$1,433,333
	0.00012 Units	per Job	

Demand for Fire Apparatus					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	119,044	18,246	9.8	2.2	12.0
2025	127,641	20,688	10.6	2.4	13.0
2026	136,098	23,649	11.2	2.8	14.0
2027	145,534	25,863	12.0	3.1	15.1
2028	154,458	27,792	12.8	3.3	16.1
2029	164,182	29,985	13.6	3.5	17.1
2030	172,763	32,139	14.3	3.8	18.1
2031	180,018	34,606	14.9	4.1	19.0
2032	186,973	37,072	15.5	4.4	19.8
2033	195,848	39,539	16.2	4.7	20.9
2034	204,623	42,176	16.9	5.0	21.9
10-Yr Increase	85,579	23,930	7.1	2.8	9.9

Growth-Related Expenditures	$10,139,091	$4,060,436	$14,199,526

Fire Equipment – Incremental Expansion

Buckeye plans to maintain its existing level of service for fire equipment over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 8.3 units of equipment (85,579 additional persons X 0.00010 units per person). With projected nonresidential growth of 23,930 jobs, future nonresidential development demands 3.3 units of equipment (23,930 additional jobs X 0.00014 units per job). Future development demands approximately 12 units of equipment at a cost of $2,958,344 (11.6 units X $255,962 per unit). Buckeye may use development fees to expand its fire equipment inventory.

Figure F18: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Equipment	0.00010 Units	per Person	$255,962
	0.00014 Units	per Job	

Demand for Fire Equipment					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	119,044	18,246	11.5	2.5	14.0
2025	127,641	20,688	12.3	2.9	15.2
2026	136,098	23,649	13.1	3.3	16.4
2027	145,534	25,863	14.0	3.6	17.6
2028	154,458	27,792	14.9	3.8	18.7
2029	164,182	29,956	15.8	4.1	20.0
2030	172,763	32,139	16.7	4.4	21.1
2031	180,018	34,606	17.4	4.8	22.1
2032	186,973	37,072	18.0	5.1	23.2
2033	195,848	39,539	18.9	5.5	24.3
2034	204,623	42,176	19.7	5.8	25.6
10-Yr Increase	85,579	23,930	8.3	3.3	11.6
Growth-Related Expenditures			$2,112,389	$845,955	$2,958,344

FIRE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Fire Facilities Development Fees

Main Service Area

Figure F19 includes infrastructure components and cost factors for fire facilities development fees in the main service area. The cost per service unit is $550.47 per person and $707.15 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,762 for a low/medium density unit is calculated using a cost per service unit of $550.47 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $239 per 1,000 square feet of industrial development is calculated using a cost per service unit of $707.15 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F19: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$380.56	$464.11
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$550.47	$707.15

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,762	$1,060	$702
High Density (≥8 DU/Acre)	2.50	$1,376	$828	$548
Age Restricted (≤8 DU/Acre)	2.00	$1,101	$662	$439

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$239	$170	$69
Commercial	2.12	$1,502	$1,168	$334
Office & Other Services	3.26	$2,302	$1,483	$819
Institutional	3.03	$2,144	$464	$1,680

1. See Land Use Assumptions

Festival Ranch Service Area

Figure F20 includes infrastructure components and cost factors for fire facilities development fees in the Festival Ranch service area. The cost per service unit is $169.91 per person and $243.04 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $544 for a low/medium density unit is calculated using a cost per service unit of $169.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $82 per 1,000 square feet of industrial development is calculated using a cost per service unit of $243.04 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F20: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$210.87	$384.50
Fire Stations Credit	($210.87)	($384.50)
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$169.91	$243.04

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$544	$498	$46
High Density (≥8 DU/Acre)	2.50	$425	$389	$36
Age Restricted (≤8 DU/Acre)	2.00	$340	$311	$29

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$82	$83	($1)
Commercial	2.12	$516	$568	($52)
Office & Other Services	3.26	$791	$721	$70
Institutional	3.03	$737	$226	$511

1. See Land Use Assumptions

North Star Ranch Service Area

Figure F21 includes infrastructure components and cost factors for fire facilities development fees in the North Star Ranch service area. The cost per service unit is $802.54 per person and $1,336.21 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $2,568 for a low/medium density unit is calculated using a cost per service unit of $802.54 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $452 per 1,000 square feet of industrial development is calculated using a cost per service unit of $1,336.21 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F21: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$632.63	$1,093.17
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$802.54	$1,336.21

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$2,568	$1,060	$1,508
High Density (≥8 DU/Acre)	2.50	$2,006	$828	$1,178
Age Restricted (≤8 DU/Acre)	2.00	$1,605	$662	$943

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$452	$170	$282
Commercial	2.12	$2,839	$1,168	$1,671
Office & Other Services	3.26	$4,350	$1,483	$2,867
Institutional	3.03	$4,049	$464	$3,585

1. See Land Use Assumptions

Tartesso Service Area

Figure F22 includes infrastructure components and cost factors for fire facilities development fees in the Tartesso service area. The cost per service unit is $273.57 per person and $436.15 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $875 for a low/medium density unit is calculated using a cost per service unit of $273.57 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $148 per 1,000 square feet of industrial development is calculated using a cost per service unit of $436.15 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F22: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$103.66	$193.11
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$273.57	$436.15

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$875	$866	$9
High Density (≥8 DU/Acre)	2.50	$684	$676	$8
Age Restricted (≤8 DU/Acre)	2.00	$547	$541	$6

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$148	$135	$13
Commercial	2.12	$927	$927	$0
Office & Other Services	3.26	$1,420	$1,176	$244
Institutional	3.03	$1,323	$368	$955

1. See Land Use Assumptions

Teravalis Service Area

Figure F23 includes infrastructure components and cost factors for fire facilities development fees in the Teravalis service area. The cost per service unit is $169.91 per person and $243.04 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of $544 for a low/medium density unit is calculated using a cost per service unit of $169.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $82 per 1,000 square feet of industrial development is calculated using a cost per service unit of $243.04 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure F23: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Stations	$0.00	$0.00
Fire Facilities	$26.25	$37.59
Fire Apparatus	$118.48	$169.68
Fire Equipment	$24.68	$35.35
Development Fee Report	$0.50	$0.42
Total	$169.91	$243.04

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$544	$0	$544
High Density (≥8 DU/Acre)	2.50	$425	$0	$425
Age Restricted (≤8 DU/Acre)	2.00	$340	$0	$340

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$82	$0	$82
Commercial	2.12	$516	$0	$516
Office & Other Services	3.26	$791	$0	$791
Institutional	3.03	$737	$0	$737

1. See Land Use Assumptions

Fire Facilities Development Fee Revenue

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development.

Main Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the main service area equals $41,036,030 and projected expenditures equal $45,463,774.

Figure F24: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$30,914,720	$0	$30,914,720
Fire Facilities	$2,250,957	$0	$2,250,957
Fire Apparatus	$10,159,803	$0	$10,159,803
Fire Equipment	$2,116,704	$0	$2,116,704
Development Fee Report	$21,590	$0	$21,590
Total	$45,463,774	$0	$45,463,774

		Low/Med Res $1,762 per unit	High Res $1,376 per unit	Industrial $239 per 1,000 sq ft	Commercial $1,502 per 1,000 sq ft	Office & Other $2,302 per 1,000 sq ft	Institutional $2,144 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	22,026	1,213	16,277	2,539	1,005	806
Year 1	2025	23,699	1,828	18,119	3,045	1,121	868
Year 2	2026	24,996	2,443	19,962	3,814	1,225	930
Year 3	2027	26,261	3,261	21,804	4,230	1,330	991
Year 4	2028	27,250	4,080	22,804	4,647	1,434	1,053
Year 5	2029	28,481	4,898	23,804	5,064	1,538	1,115
Year 6	2030	29,275	5,598	24,804	5,481	1,643	1,177
Year 7	2031	29,668	6,298	25,554	5,883	1,850	1,279
Year 8	2032	29,884	6,998	26,304	6,284	2,056	1,382
Year 9	2033	30,676	7,698	27,054	6,686	2,263	1,484
Year 10	2034	31,405	8,398	27,804	7,087	2,470	1,587
10-Year Increase		9,379	7,185	11,527	4,549	1,465	781
Projected Revenue		$16,516,468	$9,883,442	$2,759,550	$6,832,278	$3,370,643	$1,673,648

Projected Fee Revenue	$41,036,030
Verrado Deficit	$4,427,744
Total Expenditures	$45,463,774

Festival Ranch Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Festival Ranch service area equals $1,128,702 and projected expenditures equal $1,128,986.

Figure F25: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$1,472,240	$0	$1,472,240
Fire Stations Credit	($1,472,240)	$0	($1,472,240)
Fire Facilities	$174,683	$0	$174,683
Fire Apparatus	$788,442	$0	$788,442
Fire Equipment	$164,265	$0	$164,265
Development Fee Report	$1,596	$0	$1,596
Total	$1,128,986	$0	$1,128,986

		Low/Med Res $544 per unit	High Res $425 per unit	Age Restricted $340 per unit	Industrial $82 per 1,000 sq ft	Commercial $516 per 1,000 sq ft	Office & Other $791 per 1,000 sq ft	Institutional $737 per 1,000 sq ft
Year		Hsg Unit		Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	5,950	0	8	16	51
Year 1	2025	0	0	6,234	0	30	21	58
Year 2	2026	0	0	6,518	0	52	26	65
Year 3	2027	0	0	6,802	0	73	31	72
Year 4	2028	0	0	7,087	0	95	36	79
Year 5	2029	0	0	7,371	0	117	41	86
Year 6	2030	0	0	7,655	0	138	46	93
Year 7	2031	0	0	7,911	0	160	51	100
Year 8	2032	0	0	8,167	0	182	56	107
Year 9	2033	0	0	8,423	0	203	61	114
Year 10	2034	0	0	8,679	0	225	66	121
10-Year Increase		0	0	2,729	0	217	50	70
Projected Revenue		$0	$0	$926,129	$0	$111,841	$39,524	$51,209

Projected Fee Revenue	$1,128,702
Total Expenditures	$1,128,986

North Star Ranch Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the North Star Ranch service area equals $4,756,412 and projected expenditures equal $20,913,068. Full reimbursement of Fire Station 710 costs will occur beyond the 10-year study timeframe.

Figure F26: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$3,628,397	$0	$19,950,000
Fire Facilities	$149,223	$0	$149,223
Fire Apparatus	$673,523	$0	$673,523
Fire Equipment	$140,322	$0	$140,322
Development Fee Report	$0	$0	$0
Total	$4,591,465	$0	$20,913,068

		Low/Med Res $2,568 per unit	High Res $2,006 per unit	Industrial $452 per 1,000 sq ft	Commercial $2,839 per 1,000 sq ft	Office & Other $4,350 per 1,000 sq ft	Institutional $4,049 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	0	0	0	0
Year 1	2025	0	0	0	0	0	0
Year 2	2026	0	0	0	0	0	0
Year 3	2027	0	0	0	0	0	0
Year 4	2028	0	0	0	0	0	0
Year 5	2029	0	0	0	0	0	0
Year 6	2030	100	0	0	0	0	0
Year 7	2031	300	0	0	0	0	0
Year 8	2032	700	0	0	0	0	0
Year 9	2033	1,200	0	0	0	0	0
Year 10	2034	1,700	0	0	55	0	59
10-Year Increase		1,700	0	0	55	0	59
Projected Revenue		$4,363,098	$0	$0	$155,301	$0	$238,014

Projected Fee Revenue	$4,756,412
Total Expenditures	$20,913,068

Tartesso Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Tartesso service area equals $1,432,888 and projected expenditures equal $1,433,028.

Figure F27: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$550,890	$0	$550,890
Fire Facilities	$136,501	$0	$136,501
Fire Apparatus	$616,103	$0	$616,103
Fire Equipment	$128,360	$0	$128,360
Development Fee Report	$1,174	$0	$1,174
Total	$1,433,028	$0	$1,433,028

		Low/Med Res $875 per unit	High Res $684 per unit	Industrial $148 per 1,000 sq ft	Commercial $927 per 1,000 sq ft	Office & Other $1,420 per 1,000 sq ft	Institutional $1,323 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	3,788	0	0	0	0	139
Year 1	2025	3,927	0	0	0	0	150
Year 2	2026	4,065	0	0	0	0	160
Year 3	2027	4,203	0	0	0	0	171
Year 4	2028	4,342	0	0	0	0	182
Year 5	2029	4,480	0	0	0	0	192
Year 6	2030	4,618	0	0	9	0	203
Year 7	2031	4,787	0	0	12	0	205
Year 8	2032	4,957	0	0	14	0	208
Year 9	2033	5,126	0	0	17	0	211
Year 10	2034	5,295	0	0	19	0	213
10-Year Increase		1,506	0	0	19	0	74
Projected Revenue		$1,317,086	$0	$0	$17,952	$0	$97,850

Projected Fee Revenue	$1,432,888
Total Expenditures	$1,433,028

Teravalis Service Area

Projected fee revenue shown below is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the Teravalis service area equals $2,808,091 and projected expenditures equal $2,808,091. This does not include reimbursement of Fire Station 709 costs since the developer will fund construction of the station without development fees.

Figure F28: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Stations	$0	$0	$0
Fire Facilities	$434,615	$0	$434,615
Fire Apparatus	$1,961,656	$0	$1,961,656
Fire Equipment	$408,693	$0	$408,693
Development Fee Report	$3,126	$0	$3,126
Total	$2,808,091	$0	$2,808,091

		Low/Med Res $544 per unit	High Res $425 per unit	Industrial $82 per 1,000 sq ft	Commercial $516 per 1,000 sq ft	Office & Other $791 per 1,000 sq ft	Institutional $737 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	0	0	0	0	0	0
Year 1	2025	0	0	0	0	0	0
Year 2	2026	300	0	0	0	0	0
Year 3	2027	750	0	0	0	0	0
Year 4	2028	1,200	155	0	0	0	0
Year 5	2029	1,650	310	330	58	0	0
Year 6	2030	2,180	465	660	116	0	0
Year 7	2031	2,710	619	990	174	0	0
Year 8	2032	3,160	619	1,320	232	0	0
Year 9	2033	3,610	619	1,650	290	0	0
Year 10	2034	4,060	619	1,980	348	0	0
10-Year Increase		4,060	619	1,980	348	0	0
Projected Revenue		$2,203,614	$262,549	$162,697	$179,231	$0	$0

Projected Fee Revenue	$2,808,091
Total Expenditures	$2,808,091

LIBRARY FACILITIES IIP

ARS § 9-463.05 (T)(7)(d) defines the facilities and assets that can be included in the Library Facilities IIP:

> *"library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances."*

The Library Facilities IIP includes components for library facilities and the cost of preparing the Library Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for library facilities, and the plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Library Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential development based on functional population. The Arizona Office of Economic Opportunity estimates Buckeye's 2020 population equal to 91,502 persons. Based on 2020 estimates from the U.S. Census Bureau's OnTheMap web application, 8,282 inflow commuters traveled to Buckeye for work in 2020. The proportionate share is based on cumulative impact hours per year with a resident potentially impacting library facilities 8,760 hours per year and an inflow commuter potentially impacting library facilities 1,600 hours per year. For library facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure L1: Proportionate Share

Development Type	2020 Service Units	Impact Hours per Year	Total Impact Hours per Year	Proportionate Share
Residential	91,502 residents	8,760 hours	801,557,520	98%
Nonresidential	8,282 inflow commuters	1,600 hours	13,251,200	2%
Total			814,808,720	100%

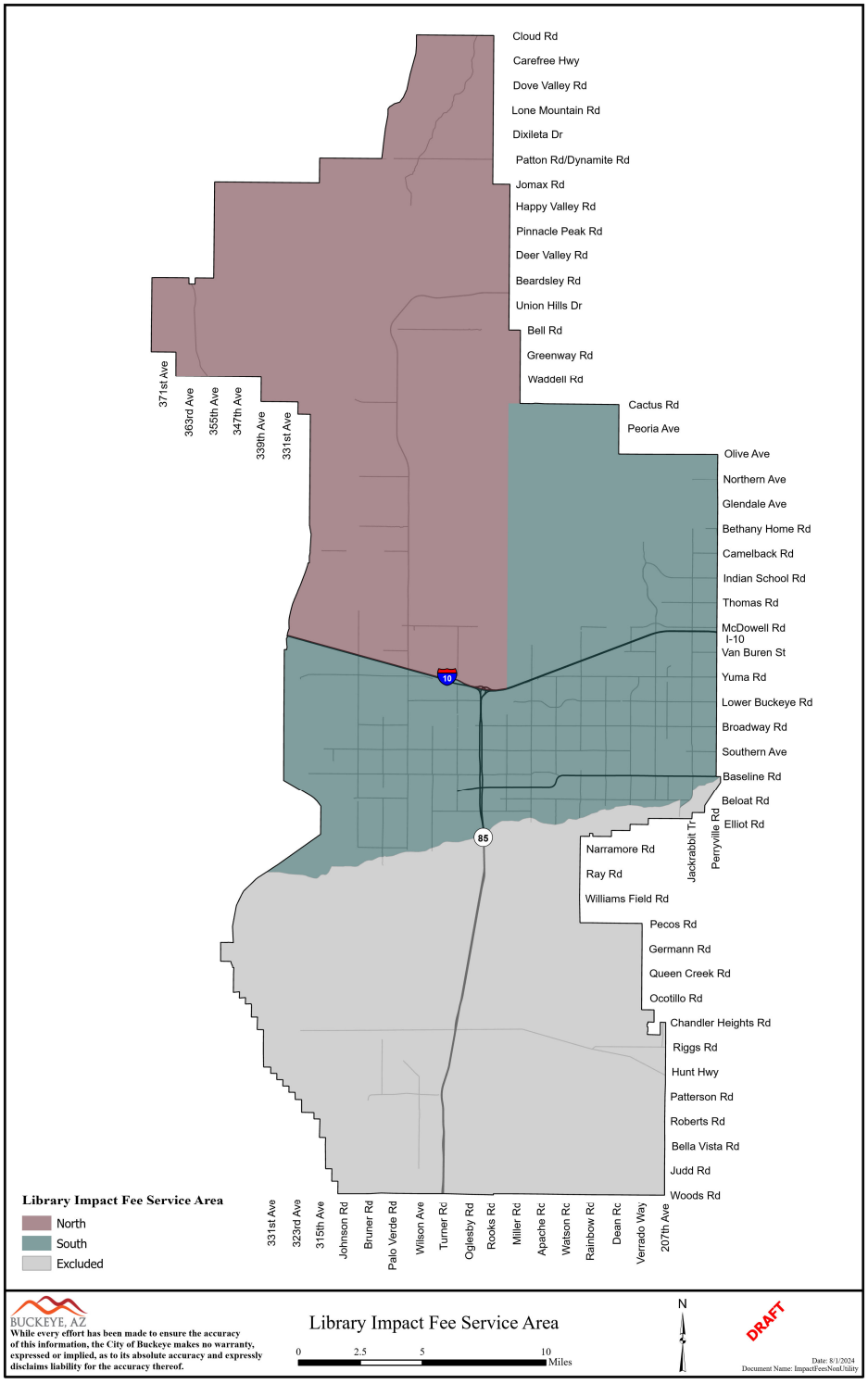
Residential Impact: 8,760 hours per year (24 hours per day X 365 days per year)

Nonresidential Impact: 1,600 hours per year (8 hours per day X 4 days per week X 50 weeks per year)

SERVICE AREA

Buckeye provides library services to all development within the city limits. Shown below, there are two service areas for the Library Facilities IIP.

Figure L2: Library Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure L3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure L3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Library Facilities – Incremental Expansion

The Enabling Legislation limits library facilities to "ten thousand square feet that provide a direct benefit to development." The City of Buckeye has two libraries with a total floor area of 22,602 square feet, but the analysis includes 16,370 eligible square feet to comply with the Enabling Legislation. To allocate the proportionate share of demand for library facilities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure L1. Buckeye's eligible level of service for residential development is 0.1348 eligible square feet per person (16,370 eligible square feet X 98 percent residential share / 119,044 persons). The nonresidential level of service is 0.0179 eligible square feet per job (16,370 eligible square feet X two percent nonresidential share / 18,246 jobs).

Buckeye's Community Services Department provided a construction cost of $1,400 per square foot, and the analysis uses this cost as a proxy for future library facilities needed to serve future development. For library facilities, the cost is $188.67 per person (0.1348 eligible square feet per person X $1,400 per square foot) and $25.15 per job (0.0179 eligible square feet per job X $1,400 per square foot).

Figure L4: Existing Level of Service

Description	Total Square Feet	Eligible Square Feet
Coyote Branch	16,232	10,000
Downtown Library	6,370	6,370
Total	22,602	16,370

Cost Factors	
Cost per Square Foot	$1,400

Level-of-Service (LOS) Standards	
Eligible Square Feet	16,370
Residential	
Residential Share	98%
2024 Population	119,044
Eligible Square Feet per Person	0.1348
Cost per Person	$188.67
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Eligible Square Feet per Job	0.0179
Cost per Job	$25.12

Source: Buckeye Community Services Department

Development Fee Report – Plan-Based

The cost to prepare the Library Facilities IIP and development fees equals $9,000. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is $0.25 per person and $0.02 per job.

Figure L5: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. Projected development in the north service area includes population growth of 44,829 persons and employment growth of 6,529 jobs during the next 10 years. To maintain the existing eligible level of service, Buckeye needs to construct approximately 6,158 square feet of library facilities during the next 10 years. In the south service area, projected development includes population growth of 40,750 persons and employment growth of 17,401 jobs during the next 10 years. To maintain the existing eligible level of service, Buckeye needs to construct approximately 5,804 square feet of library facilities during the next 10 years. The following page includes a more detailed projection of demand for services and costs for the Library Facilities IIP.

North Service Area

Library Facilities – Incremental Expansion

Buckeye plans to maintain its eligible level of service for library facilities in the north service area over the next 10 years. Based on a projected population increase of 44,829 persons, future residential development demands approximately 6,041 square feet of library facilities (44,829 additional persons X 0.1348 eligible square feet per person). With projected employment growth of 6,529 jobs, future nonresidential development demands approximately 117 square feet of library facilities (6,529 additional jobs X 0.0179 eligible square feet per job). Future development demands approximately 6,158 square feet of library facilities at a cost of $8,621,628 (6,158.3 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional library facilities.

Figure L6: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Library Facilities	0.1348 Square Feet	per Person	$1,400
	0.0179 Square Feet	per Job	

Demand for Library Facilities					
Year	Population (North)	Jobs (North)	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	22,491	1,994	3,030.9	35.8	3,066.7
2025	24,101	2,519	3,247.8	45.2	3,293.0
2026	26,670	3,044	3,594.1	54.6	3,648.7
2027	29,720	3,569	4,005.1	64.0	4,069.1
2028	33,157	4,095	4,468.3	73.5	4,541.8
2029	36,594	4,855	4,931.5	87.1	5,018.6
2030	40,608	5,635	5,472.3	101.1	5,573.4
2031	47,126	6,314	6,350.8	113.3	6,464.1
2032	53,644	6,993	7,229.1	125.5	7,354.6
2033	60,482	7,672	8,150.6	137.7	8,288.3
2034	67,319	8,523	9,072.0	152.9	9,225.0
10-Yr Increase	44,829	6,529	6,041.2	117.2	6,158.3

Growth-Related Expenditures	$8,457,617	$164,011	$8,621,628

South Service Area

Library Facilities – Incremental Expansion

Buckeye plans to maintain its eligible level of service for library facilities in the south service area over the next 10 years. Based on a projected population increase of 40,750 persons, future residential development demands approximately 5,492 square feet of library facilities (40,750 additional persons X 0.1348 eligible square feet per person). With projected employment growth of 17,401 jobs, future nonresidential development demands approximately 312 square feet of library facilities (17,401 additional jobs X 0.0179 eligible square feet per job). Future development demands approximately 5,804 square feet of library facilities at a cost of $8,125,313 (5,803.8 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional library facilities.

Figure L7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Library Facilities	0.1348 Square Feet	per Person	$1,400
	0.0179 Square Feet	per Job	

Demand for Library Facilities					
Year	Population (South)	Jobs (South)	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	96,554	16,252	13,011.7	291.6	13,303.3
2025	100,521	18,169	13,546.4	326.0	13,872.4
2026	104,489	20,605	14,081.1	369.7	14,450.8
2027	108,965	22,294	14,684.2	400.0	15,084.3
2028	113,441	23,698	15,287.4	425.2	15,712.6
2029	117,917	25,101	15,890.6	450.4	16,341.0
2030	122,097	26,504	16,453.9	475.6	16,929.5
2031	125,898	28,292	16,966.3	507.7	17,473.9
2032	129,700	30,079	17,478.6	539.7	18,018.3
2033	133,502	31,866	17,990.9	571.8	18,562.7
2034	137,304	33,654	18,503.3	603.9	19,107.1
10-Yr Increase	40,750	17,401	5,491.6	312.2	5,803.8

Growth-Related Expenditures	$7,688,180	$437,133	$8,125,313

LIBRARY FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Library Facilities Development Fees

Figure L8 includes infrastructure components and cost factors for library facilities development fees. The cost per service unit is $188.92 per person and $25.14 per job.

Library facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $605 for a low/medium density unit is calculated using a cost per service unit of $188.92 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $9 per 1,000 square feet of industrial development is derived from a cost per service unit of $25.14 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure L8: Library Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Library Facilities	$188.67	$25.12
Development Fee Report	$0.25	$0.02
Total	$188.92	$25.14

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$605	$289	$316
High Density (≥8 DU/Acre)	2.50	$472	$225	$247
Age Restricted (≤8 DU/Acre)	2.00	$378	$180	$198

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$9	$14	($5)
Commercial	2.12	$53	$96	($43)
Office & Other Services	3.26	$82	$121	($39)
Institutional	3.03	$76	$38	$38

1. See Land Use Assumptions

Library Facilities Development Fee Revenue

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

In accordance with state law, this report includes an IIP for library facilities needed to accommodate new development in the north service area. Projected fee revenue shown in Figure L9 is based on the development projections in the *Land Use Assumptions* document and the updated library facilities development fees shown in Figure L8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the north service area equals $8,625,193 and projected expenditures equal $8,625,211.

Figure L9: Library Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Library Facilities	$8,621,628	$0	$8,621,628
Development Fee Report	$3,583	$0	$3,583
Total	$8,625,211	$0	$8,625,211

Year		Low/Med Res $605 per unit Hsg Unit	High Res $472 per unit Hsg Unit	Age Restricted $378 per unit Hsg Unit	Industrial $9 per 1,000 sq ft KSF	Commercial $53 per 1,000 sq ft KSF	Office & Other $82 per 1,000 sq ft KSF	Institutional $76 per 1,000 sq ft KSF
Base	2024	4,680	0	5,950	0	502	164	226
Year 1	2025	5,005	0	6,234	0	647	207	252
Year 2	2026	5,630	0	6,518	0	792	249	279
Year 3	2027	6,406	0	6,802	0	937	291	305
Year 4	2028	7,181	155	7,087	0	1,082	333	331
Year 5	2029	7,957	310	7,371	330	1,285	375	358
Year 6	2030	8,912	465	7,655	660	1,498	417	384
Year 7	2031	10,669	619	7,911	1,016	1,658	458	412
Year 8	2032	12,546	619	8,167	1,373	1,818	500	439
Year 9	2033	14,522	619	8,423	1,730	1,978	541	467
Year 10	2034	16,499	619	8,679	2,086	2,193	582	553
10-Year Increase		11,820	619	2,729	2,086	1,692	418	327
Projected Revenue		$7,135,412	$292,161	$1,030,471	$17,746	$90,308	$34,180	$24,915

Projected Fee Revenue	$8,625,193
Total Expenditures	$8,625,211

South Service Area

In accordance with state law, this report includes an IIP for library facilities needed to accommodate new development in the south service area. Projected fee revenue shown in Figure L10 is based on the development projections in the *Land Use Assumptions* document and the updated library facilities development fees shown in Figure L8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue in the south service area equals $6,730,518 and projected expenditures equal $8,130,831.

Figure L10: Library Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Library Facilities	$8,125,313	$0	$8,125,313
Development Fee Report	$5,518	$0	$5,518
Total	$8,130,831	$0	$8,130,831

	Low/Med Res $605 per unit	High Res $472 per unit	Age Restricted $378 per unit	Industrial $9 per 1,000 sq ft	Commercial $53 per 1,000 sq ft	Office & Other $82 per 1,000 sq ft	Institutional $76 per 1,000 sq ft
Year	Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base 2024	21,134	1,213	0	16,277	2,045	856	771
Year 1 2025	21,617	1,828	0	18,119	2,428	935	824
Year 2 2026	22,100	2,443	0	19,962	3,073	1,003	877
Year 3 2027	22,582	3,261	0	21,804	3,367	1,070	930
Year 4 2028	23,065	4,080	0	22,804	3,660	1,137	983
Year 5 2029	23,547	4,898	0	23,804	3,953	1,205	1,036
Year 6 2030	24,030	5,598	0	24,804	4,247	1,272	1,089
Year 7 2031	24,513	6,298	0	25,527	4,570	1,442	1,173
Year 8 2032	24,995	6,998	0	26,251	4,894	1,613	1,258
Year 9 2033	25,478	7,698	0	26,974	5,217	1,783	1,342
Year 10 2034	25,960	8,398	0	27,698	5,541	1,954	1,427
10-Year Increase	4,826	7,185	0	11,421	3,496	1,097	656
Projected Revenue	$2,915,635	$3,391,288	$0	$97,195	$186,649	$89,754	$49,997

Projected Fee Revenue	$6,730,518
Verrado Deficit	$1,400,313
Total Expenditures	$8,130,831

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

The Parks and Recreational Facilities IIP includes components for regional park amenities, community centers, community park amenities (north only), community park land and amenities (south only), and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for regional park amenities, community centers, and community parks (south only). The plan-based methodology is used for community parks amenities (north only) and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential development based on functional population. The Arizona Office of Economic Opportunity estimates Buckeye's 2020 population equal to 91,502 persons. Based on 2020 estimates from the U.S. Census Bureau's OnTheMap web application, 8,282 inflow commuters traveled to Buckeye for work in 2020. The proportionate share is based on cumulative impact hours per year with a resident potentially impacting parks and recreational facilities 8,760 hours per year and an inflow commuter potentially impacting parks and recreational facilities 1,600 hours per year. For parks and recreational facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure PR1: Proportionate Share

Development Type	2020 Service Units	Impact Hours per Year	Total Impact Hours per Year	Proportionate Share
Residential	91,502 residents	8,760 hours	801,557,520	98%
Nonresidential	8,282 inflow commuters	1,600 hours	13,251,200	2%
Total			814,808,720	100%

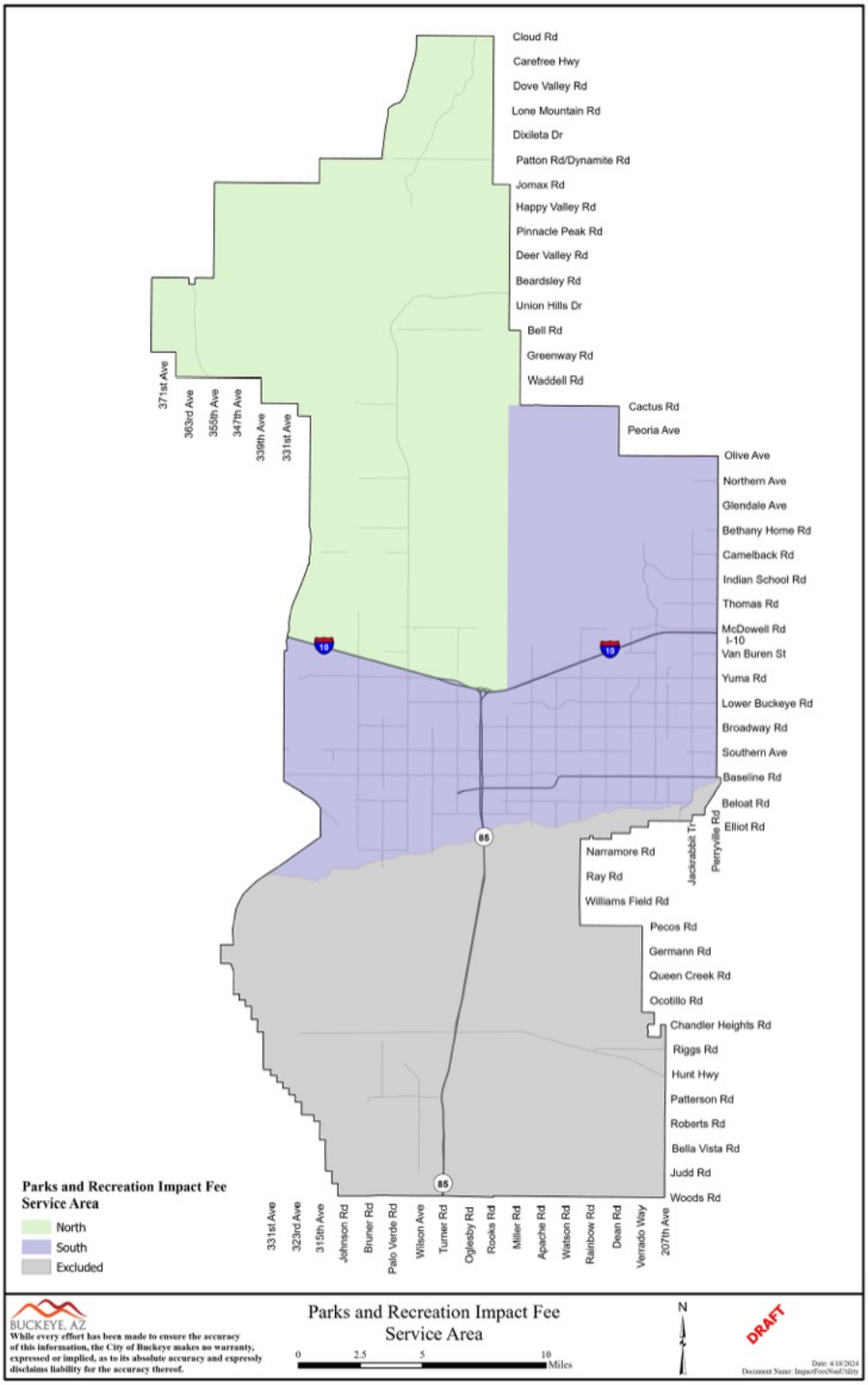
Residential Impact: 8,760 hours per year (24 hours per day X 365 days per year)

Nonresidential Impact: 1,600 hours per year (8 hours per day X 4 days per week X 50 weeks per year)

SERVICE AREA

Due to different levels of service, there are two service areas for the Parks and Recreational Facilities IIP.

Figure PR2: Parks and Recreational Facilities Service Area



Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure PR3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure PR3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft[1]
Industrial	0.34
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Citywide Service Area

This section includes parks and recreational facilities included in both the north and south service areas.

Regional Park Amenities – Incremental Expansion

Buckeye currently provides 8,675 total acres of regional parks; however, the analysis uses 15 acres of improved regional parks to calculate the level of service. Buckeye does not plan to acquire additional regional park land, but Buckeye plans to construct additional regional park improvements to serve future development. To allocate the proportionate share of demand for regional park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's existing LOS for residential development is 0.00012 improved acres per person (15 improved acres X 98 percent residential share / 119,044 persons). For nonresidential development, the existing LOS is 0.00002 improved acres per job (15 improved acres X two percent nonresidential share / 18,246 jobs).

The City of Buckeye provided a cost for regional park amenities of $1,000,000 per acre, and the analysis uses this cost as a proxy for future regional park amenities needed to serve future development. For regional park amenities, the cost is $123.48 per person (0.00012 improved acres per person X $1,000,000 per acre) and $16.44 per job (0.00002 improved acres per job X $1,000,000 per acre).

Figure PR4: Existing Level of Service

Description	Total Acres	Improved Acres
Skyline Regional Park	8,675.0	15.0
Total	8,675.0	15.0

Cost Factors	
Cost per Acre - Land Acquisition	$0
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,000,000

Level-of-Service (LOS) Standards	
Improved Acres	15.0
Residential	
Residential Share	98%
2024 Population	119,044
Improved Acres per Person	0.00012
Cost per Person	$123.48
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Improved Acres per Job	0.00002
Cost per Job	$16.44

Source: Buckeye Community Services Department

Community Centers – Incremental Expansion

Buckeye currently provides 20,103 square feet of community centers and plans to construct additional community centers to serve future development. The Enabling Legislation limits community centers to "three thousand square feet of floor area." To comply with the Enabling Legislation, Buckeye will use 9,000 eligible square feet in the level-of-service standards.

To allocate the proportionate share of demand for community centers to residential and nonresidential development, this analysis uses proportionate share shown in Figure PR1. Buckeye's eligible level of service for residential development is 0.0741 eligible square feet per person (9,000 eligible square feet X 98 percent residential share / 119,044 persons). The nonresidential level of service is 0.0099 eligible square feet per job (9,000 eligible square feet X two percent nonresidential share / 18,246 jobs).

The City of Buckeye provided a construction cost of $1,400 per square foot, and the analysis uses this cost as a proxy for future community centers needed to serve future development. For community centers, the cost is $103.73 per person (0.0741 eligible square feet per person X $1,400 per square foot) and $13.81 per job (0.0099 eligible square feet per job X $1,400 per square foot).

Figure PR5: Existing Level of Service

Description	Total Sq Ft	Eligible Sq Ft
Buckeye Community Center	7,976	3,000
Dr. Saide Community Center	8,013	3,000
Sundance Recreation Center	4,114	3,000
Total	20,103	9,000

Cost Factors	
Cost per Square Foot	$1,400

Level-of-Service (LOS) Standards	
Eligible Square Feet	9,000
Residential	
Residential Share	98%
2024 Population	119,044
Eligible Square Feet per Person	0.0741
Cost per Person	$103.73
Nonresidential	
Nonresidential Share	2%
2024 Jobs	18,246
Eligible Square Feet per Job	0.0099
Cost per Job	$13.81

Source: Buckeye Community Services Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees equals $18,400. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is $0.51 per person and $0.03 per job.

Figure PR6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

North Service Area

This section includes parks and recreational facilities included in the north service area.

Community Park Amenities – Plan-Based

Buckeye recently acquired land for a community park in the north service area and plans to improve 30 acres of community park land at a total cost of $30,000,000. Buckeye does not currently provide community park amenities to existing development in the north service area, so the analysis allocates the planned cost of community park amenities to total projected development in 2039. To allocate the proportionate share of demand for community park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's planned LOS for residential development is 0.00029 improved acres per person (30 improved acres X 98 percent residential share / 101,551 persons). For nonresidential development, the planned LOS is 0.00005 improved acres per job (30 improved acres X two percent nonresidential share / 11,843 jobs).

The City of Buckeye provided a cost of $30,000,000 to construct 30 acres of community park amenities ($1,000,000 per acre) to serve existing and future development in the north service area. For community park amenities, the cost is $289.51 per person (0.00029 improved acres per person X $1,000,000 per acre) and $50.66 per job (0.00005 improved acres per job X $1,000,000 per acre).

Figure PR7: Planned Level of Service

Description	Improved Acres	Unit Cost	Total Cost
Community Services Campus	30.0	$1,000,000	$30,000,000
Total	30.0	$1,000,000	$30,000,000

Cost Factors	
Cost per Acre - Land Acquisition	$0
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,000,000

Level-of-Service (LOS) Standards	
Improved Acres (Planned)	30.0
Residential	
Residential Share	98%
2039 Population (North)	101,551
Improved Acres per Person	0.00029
Cost per Person	$289.51
Nonresidential	
Nonresidential Share	2%
2039 Jobs (North)	11,843
Improved Acres per Job	0.00005
Cost per Job	$50.66

Source: Buckeye Community Services Department

South Service Area

This section includes parks and recreational facilities included in the south service area.

Community Parks – Incremental Expansion

Buckeye currently provides 102 total acres of community parks in the south service area and plans to provide additional community parks to serve future development. The Enabling Legislation limits community parks to "up to thirty acres in area." To comply with the Enabling Legislation, Buckeye uses 64 eligible acres in the level-of-service standards. To allocate the proportionate share of demand for community parks to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Buckeye's existing LOS for residential development is 0.00065 eligible acres per person (64 eligible acres X 98 percent residential share / 96,554 persons). For nonresidential development, the existing LOS is 0.00008 eligible acres per job (64 eligible acres X two percent nonresidential share / 16,252 jobs).

The City of Buckeye provided a cost of $150,000 per acre for land acquisition and $1,000,000 per acre to construct park amenities. The analysis uses $1,150,000 per acre as a proxy for future community parks needed to serve future development. For community parks, the cost is $747.03 per person (0.00065 eligible acres per person X $1,150,000 per acre) and $90.57 per job (0.00008 eligible acres per job X $1,150,000 per acre).

Figure PR8: Existing Level of Service

Description	Total Acres	Eligible Acres
Earl Edgar Park	26.0	26.0
Town Park	8.0	8.0
Sundance Park	68.0	30.0
Total	102.0	64.0

Cost Factors	
Cost per Acre - Land Acquisition	$150,000
Cost per Acre - Amenities	$1,000,000
Cost per Acre - Total	$1,150,000

Level-of-Service (LOS) Standards	
Eligible Acres	64.0
Residential	
Residential Share	98%
2024 Population (South)	96,554
Eligible Acres per Person	0.00065
Cost per Person	$747.03
Nonresidential	
Nonresidential Share	2%
2024 Jobs (South)	16,252
Eligible Acres per Job	0.00008
Cost per Job	$90.57

Source: Buckeye Community Services Department

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and employment growth of 23,930 jobs. To maintain the existing levels of service citywide, Buckeye needs to construct approximately 11 acres of regional park amenities and approximately 6,577 square feet of community centers during the next 10 years.

Buckeye plans to improve 30 acres of community parks in the north service area to serve existing and future development through 2039. Projected development in the north service area includes population growth of 79,060 persons and employment growth of 9,850 jobs during the next 15 years.

In the south service area, projected development includes population growth of 40,750 persons and employment growth of 17,401 jobs during the next 10 years. To maintain the existing level of service, Buckeye needs to construct approximately 28 acres of community parks during the next 10 years.

The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Citywide Service Area

Regional Park Amenities – Incremental Expansion

Buckeye plans to maintain its existing level of service for regional park amenities during the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 10.6 acres of regional park amenities (85,579 additional persons X 0.00012 improved acres per person). With projected employment growth of 23,930 jobs, future nonresidential development demands an additional 0.4 acres of regional park amenities (23,930 additional jobs X 0.00002 improved acres per job). Future development demands approximately 11.0 additional acres of regional park amenities at a cost of $10,960,997 (11.0 acres X $1,000,000 per acre). Buckeye may use development fees to construct additional regional park amenities.

Figure PR9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Regional Park Amenities	0.00012 Improved Acres	per Person	$1,000,000
	0.00002 Improved Acres	per Job	

Demand for Regional Park Amenities					
Year	Population	Jobs	Improved Acres		
			Residential	Nonresidential	Total
2024	119,044	18,246	14.7	0.3	15.0
2025	124,622	20,688	15.4	0.3	15.7
2026	131,159	23,649	16.2	0.4	16.6
2027	138,685	25,863	17.1	0.4	17.6
2028	146,598	27,792	18.1	0.5	18.6
2029	154,511	29,956	19.1	0.5	19.6
2030	162,704	32,139	20.1	0.5	20.6
2031	173,025	34,606	21.4	0.6	21.9
2032	183,344	37,072	22.6	0.6	23.2
2033	193,984	39,539	24.0	0.7	24.6
2034	204,623	42,176	25.3	0.7	26.0
10-Yr Increase	85,579	23,930	10.6	0.4	11.0

Growth-Related Expenditures	$10,567,544	$393,453	$10,960,997

Community Centers – Incremental Expansion

Buckeye plans to maintain its eligible level of service for community centers over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands 6,340.5 square feet of community centers (85,579 additional persons X 0.0741 eligible square feet per person). With projected employment growth of 23,930 jobs, future nonresidential development demands 236.1 square feet of community centers (23,930 additional jobs X 0.0099 eligible square feet per job). Future development demands approximately 6,577 square feet of community centers at a cost of $9,207,237 (6,576.6 square feet X $1,400 per square foot). Buckeye may use development fees to construct additional community centers.

Figure PR10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Community Centers	0.0741 Eligible Sq Feet	per Person	$1,400
	0.0099 Eligible Sq Feet	per Job	

Demand for Community Centers					
Year	Population	Jobs	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	119,044	18,246	8,820.0	180.0	9,000.0
2025	124,622	20,688	9,233.2	204.1	9,437.3
2026	131,159	23,649	9,717.6	233.3	9,950.9
2027	138,685	25,863	10,275.1	255.1	10,530.3
2028	146,598	27,792	10,861.4	274.2	11,135.6
2029	154,511	29,985	11,447.7	295.8	11,743.5
2030	162,704	32,139	12,054.8	317.1	12,371.8
2031	173,025	34,606	12,819.4	341.4	13,160.8
2032	183,344	37,072	13,584.0	365.7	13,949.7
2033	193,984	39,539	14,372.2	390.1	14,762.3
2034	204,623	42,176	15,160.5	416.1	15,576.6
10-Yr Increase	85,579	23,930	6,340.5	236.1	6,576.6

Growth-Related Expenditures	$8,876,737	$330,501	$9,207,237

North Service Area

Community Park Amenities – Plan-Based

Buckeye plans to spend $30,000,000 to construct 30 acres of community park amenities in the north service area. Based on a projected population increase of 79,060 persons, future residential development demands 22.9 improved acres (79,060 additional persons X 0.00029 improved acres per person). With projected employment growth of 9,850 jobs, future nonresidential development demands an additional 0.5 improved acres (9,850 additional jobs X 0.00005 improved acres per job). Future development demands approximately 23.4 acres of planned community park amenities at a cost of $23,387,688 (23.4 improved acres X $1,000,000 per acre). Buckeye will fund existing development's share of $6,612,312 ($30,000,000 total cost - $23,387,688 growth-related cost) with non-development fee revenue.

Figure PR11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Community Park Amenities	0.00029 Improved Acres	per Person	$1,000,000
	0.00005 Improved Acres	per Job	

Demand for Community Park Amenities					
Year	Population (North)	Jobs (North)	Improved Acres		
			Residential	Nonresidential	Total
2024	22,491	1,994	6.5	0.1	6.6
2025	24,101	2,519	7.0	0.1	7.1
2026	26,670	3,044	7.7	0.2	7.9
2027	29,720	3,569	8.6	0.2	8.8
2028	33,157	4,095	9.6	0.2	9.8
2029	36,594	4,855	10.6	0.2	10.8
2030	40,608	5,635	11.8	0.3	12.0
2031	47,126	6,314	13.6	0.3	14.0
2032	53,644	6,993	15.5	0.4	15.9
2033	60,482	7,672	17.5	0.4	17.9
2034	67,319	8,523	19.5	0.4	19.9
2035	74,347	9,433	21.5	0.5	22.0
2036	81,374	10,051	23.6	0.5	24.1
2037	88,402	10,670	25.6	0.5	26.1
2038	95,109	11,289	27.5	0.6	28.1
2039	101,551	11,843	29.4	0.6	30.0
15-Yr Increase	79,060	9,850	22.9	0.5	23.4

Growth-Related Expenditures	$22,888,692	$498,996	$23,387,688
Non-Growth Expenditures	$6,511,308	$101,004	$6,612,312
Total Expenditures	$29,400,000	$600,000	$30,000,000

South Service Area

Community Parks – Incremental Expansion

Buckeye plans to maintain its existing level of service for community parks in the south service area over the next 10 years. Based on a projected population increase of 40,750 persons, future residential development demands an additional 26.5 acres (40,750 additional persons X 0.00065 eligible acres per person). With projected employment growth of 17,401 jobs, future nonresidential development demands approximately 1.4 acres (17,401 additional jobs X 0.00008 eligible acres per job). Future development demands 27.8 additional acres of community parks at a cost of $32,017,478 (27.8 acres X $1,150,000 per acre). Buckeye may use development fees to expand existing community parks or to construct additional community parks.

Figure PR12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Community Parks	0.00065 Eligible Acres	per Person	$1,150,000
	0.00008 Eligible Acres	per Job	

Demand for Community Parks					
Year	Population (South)	Jobs (South)	Eligible Acres		
			Residential	Nonresidential	Total
2024	96,554	16,252	62.7	1.3	64.0
2025	100,521	18,169	65.3	1.4	66.7
2026	104,489	20,605	67.9	1.6	69.5
2027	108,965	22,294	70.8	1.8	72.5
2028	113,441	23,698	73.7	1.9	75.6
2029	117,917	25,101	76.6	2.0	78.6
2030	122,097	26,504	79.3	2.1	81.4
2031	125,898	28,292	81.8	2.2	84.0
2032	129,700	30,079	84.3	2.4	86.6
2033	133,502	31,866	86.7	2.5	89.2
2034	137,304	33,654	89.2	2.7	91.8
10-Yr Increase	40,750	17,401	26.5	1.4	27.8

Growth-Related Expenditures	$30,441,438	$1,576,040	$32,017,478

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

North Service Area

Figure PR13 includes infrastructure components and cost factors for parks and recreational facilities fees in the north service area. The cost per service unit is $517.23 per person and $80.94 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,655 for a low/medium density unit is calculated using a cost per service unit of $517.23 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $27 per 1,000 square feet of industrial development is calculated using a cost per service unit of $80.94 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure PR13: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Community Park Amenities	$289.51	$50.66
Regional Park Amenities	$123.48	$16.44
Community Centers	$103.73	$13.81
Development Fee Report	$0.51	$0.03
Total	$517.23	$80.94

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,655	$684	$971
High Density (≥8 DU/Acre)	2.50	$1,293	$534	$759
Age Restricted (≤8 DU/Acre)	2.00	$1,034	$427	$607

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$27	$37	($10)
Commercial	2.12	$172	$252	($80)
Office & Other Services	3.26	$263	$320	($57)
Institutional	3.03	$245	$100	$145

1. See Land Use Assumptions

South Service Area

Figure PR14 includes infrastructure components and cost factors for parks and recreational facilities fees in the south service area. The cost per service unit is $974.75 per person and $120.85 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $3,119 for a low/medium density unit is calculated using a cost per service unit of $974.75 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of $41 per 1,000 square feet of industrial development is calculated using a cost per service unit of $120.85 per job multiplied by a demand unit of 0.34 jobs per 1,000 square feet.

Figure PR14: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Community Parks	$747.03	$90.57
Regional Park Amenities	$123.48	$16.44
Community Centers	$103.73	$13.81
Development Fee Report	$0.51	$0.03
Total	$974.75	$120.85

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$3,119	$1,915	$1,204
High Density (≥8 DU/Acre)	2.50	$2,437	$1,496	$941
Age Restricted (≤8 DU/Acre)	2.00	$1,950	$1,197	$753

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.34	$41	$83	($42)
Commercial	2.12	$257	$573	($316)
Office & Other Services	3.26	$393	$727	($334)
Institutional	3.03	$366	$228	$138

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate future development in the north service area. Projected fee revenue shown in Figure PR15 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR13. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue during the next 10 years equals $23,699,221 and projected expenditures equal $40,390,250. Projected fee revenue related to community park amenities generated beyond the 10-year IIP timeline equals approximately $10,000,000. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure PR15: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Community Park Amenities	$23,387,688	$6,612,312	$30,000,000
Regional Park Amenities	$5,642,919	$0	$5,642,919
Community Centers	$4,740,052	$0	$4,740,052
Development Fee Report	$7,279	$0	$7,279
Total	$33,777,938	$6,612,312	$40,390,250

		Low/Med Res $1,655 per unit	High Res $1,293 per unit	Age Restricted $1,034 per unit	Industrial $27 per 1,000 sq ft	Commercial $172 per 1,000 sq ft	Office & Other $263 per 1,000 sq ft	Institutional $245 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	4,680	0	5,950	0	502	164	226
Year 1	2025	5,005	0	6,234	0	647	207	252
Year 2	2026	5,630	0	6,518	0	792	249	279
Year 3	2027	6,406	0	6,802	0	937	291	305
Year 4	2028	7,181	155	7,087	0	1,082	333	331
Year 5	2029	7,957	310	7,371	330	1,285	375	358
Year 6	2030	8,912	465	7,655	660	1,498	417	384
Year 7	2031	10,669	619	7,911	1,016	1,658	458	412
Year 8	2032	12,546	619	8,167	1,373	1,818	500	439
Year 9	2033	14,522	619	8,423	1,730	1,978	541	467
Year 10	2034	16,499	619	8,679	2,086	2,193	582	553
10-Year Increase		11,820	619	2,729	2,086	1,692	418	327
Projected Revenue		$19,549,042	$800,019	$2,821,707	$57,154	$287,913	$110,069	$73,317

Projected Fee Revenue	$23,699,221
Total Expenditures	$40,390,250

South Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate future development in the south service area. Projected fee revenue shown in Figure PR16 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR14. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $34,590,764 and projected expenditures equal $41,813,862.

Figure PR16: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Community Parks	$32,017,478	$0	$32,017,478
Regional Park Amenities	$5,318,077	$0	$5,318,077
Community Centers	$4,467,185	$0	$4,467,185
Development Fee Report	$11,121	$0	$11,121
Total	$41,813,862	$0	$41,813,862

		Low/Med Res $3,119 per unit	High Res $2,437 per unit	Industrial $41 per 1,000 sq ft	Commercial $257 per 1,000 sq ft	Office & Other $393 per 1,000 sq ft	Institutional $366 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	21,134	1,213	16,277	2,045	856	771
Year 1	2025	21,617	1,828	18,119	2,428	935	824
Year 2	2026	22,100	2,443	19,962	3,073	1,003	877
Year 3	2027	22,582	3,261	21,804	3,367	1,070	930
Year 4	2028	23,065	4,080	22,804	3,660	1,137	983
Year 5	2029	23,547	4,898	23,804	3,953	1,205	1,036
Year 6	2030	24,030	5,598	24,804	4,247	1,272	1,089
Year 7	2031	24,513	6,298	25,527	4,570	1,442	1,173
Year 8	2032	24,995	6,998	26,251	4,894	1,613	1,258
Year 9	2033	25,478	7,698	26,974	5,217	1,783	1,342
Year 10	2034	25,960	8,398	27,698	5,541	1,954	1,427
10-Year Increase		4,826	7,185	11,421	3,496	1,097	656
Projected Revenue		$15,049,509	$17,504,484	$467,307	$897,512	$431,617	$240,335

Projected Fee Revenue	$34,590,764
Verrado Deficit	$7,223,098
Total Expenditures	$41,813,862

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

The Police Facilities IIP includes components for police facilities, police vehicles, police equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities, police vehicles, and communication equipment. The plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate future development. The Police Facilities IIP and development fees use functional population to allocate the cost of police infrastructure between residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population." It accounts for people living and working in a jurisdiction, but it also considers commuting patterns and time spent at home and at nonresidential locations. The functional population approach allocates the cost of the police infrastructure to residential and nonresidential development based on the activity of residents and workers through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Buckeye are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Buckeye are assigned 14 hours to residential development, the remaining 10 hours in the day are assumed to be spent working outside of Buckeye. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2020 functional population data, residential development equals 83 percent of the functional population and nonresidential development equals 17 percent.

Figure P1: Functional Population

Demand Units in 2020					
Residential				Demand Hours/Day	Person Hours
	Population	91,502			
	Residents Not Working		54,600	20	1,092,000
	Employed Residents		36,902		
	Employed in Buckeye		2,870	14	40,180
	Employed outside Buckeye		34,032	14	476,448
				Residential Subtotal	1,608,628
				Residential Share	**83%**
Nonresidential					
	Non-working Residents		54,600	4	218,400
	Jobs Located in Buckeye		11,152		
	Residents Employed in Buckeye		2,870	10	28,700
	Non-Resident Workers (inflow commuters)		8,282	10	82,820
				Nonresidential Subtotal	329,920
				Nonresidential Share	**17%**
				Total	1,938,548

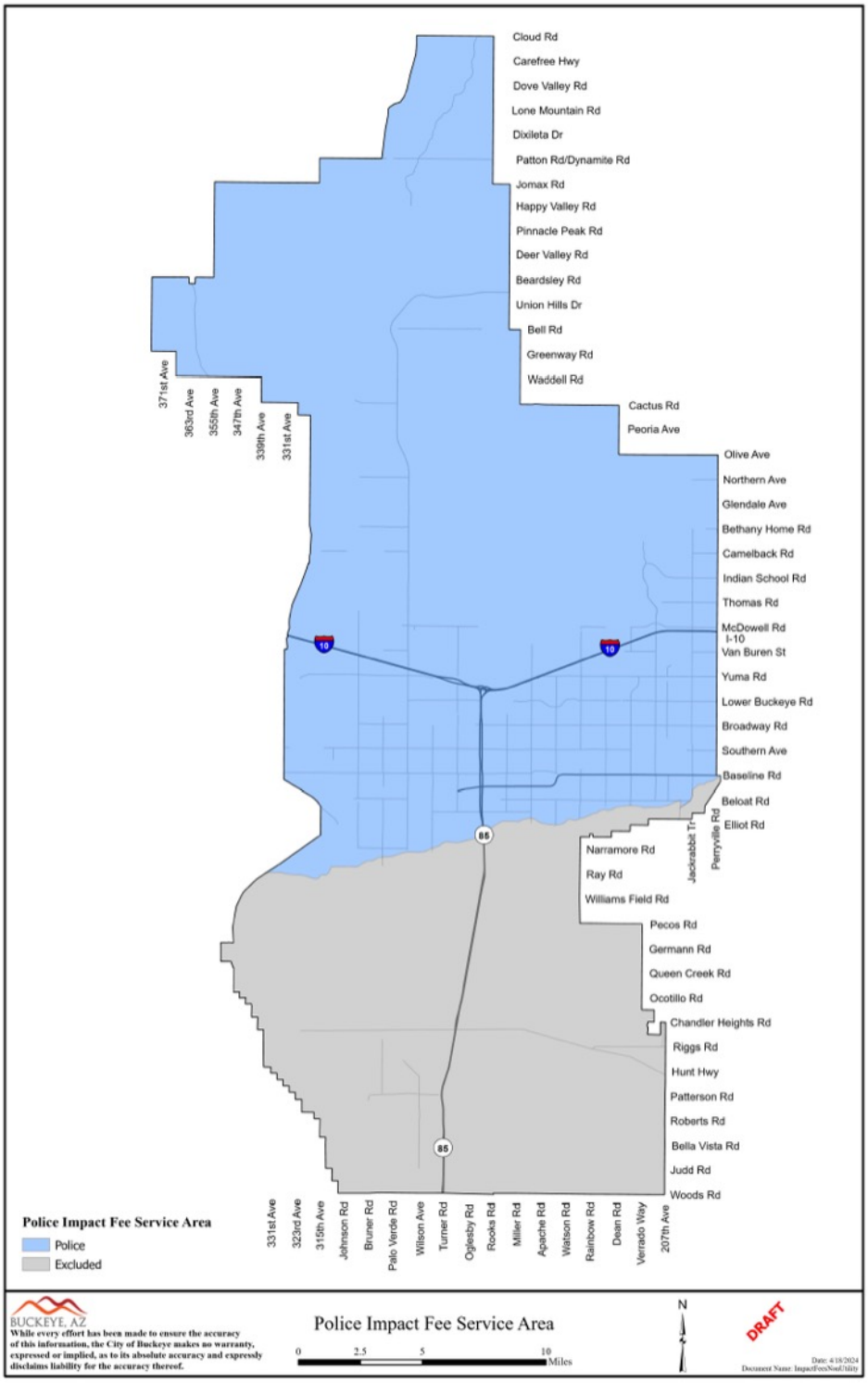
Source: U.S. Census Bureau (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.1 (employment).

The proportionate share of costs attributable to residential development are allocated to population and then converted to an appropriate amount by type of housing unit. TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand for police infrastructure. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for police infrastructure from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, may not accurately reflect the demand for infrastructure. For example, if employees per thousand square feet were used as the demand indicator, police development fees may be disproportionately high for office and institutional development because these types of development typically have more employees per 1,000 square feet than commercial uses. If floor area were used as the demand indicator, police development fees may be disproportionately high for industrial development.

SERVICE AREA

Buckeye's Police Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Police Facilities IIP.

Figure P2: Police Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Figure P3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the persons per housing unit. For nonresidential development, the table displays the number of vehicle trips per thousand square feet of floor area.

Figure P3: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Low/Med Density (<8 DU/Acre)	3.20
High Density (≥8 DU/Acre)	2.50
Age Restricted (≤8 DU/Acre)	2.00

Nonresidential Development per 1,000 Square Feet			
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Rate Adjustment[1]	AWVT per 1,000 Sq Ft
Industrial	1.71	50%	0.86
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Police Facilities – Incremental Expansion

Buckeye currently provides 73,676 square feet of police facilities to existing development, and Buckeye plans to construct additional police facilities to serve future development. Arizona's Enabling Legislation excludes "a facility that is used for training officers from more than one station or substation." The Training and Vehicle Facility includes 21,468 total square feet, but the analysis excludes 10,734 square feet related to the ineligible training facility. Shown below, Figure P4 includes 62,942 eligible square feet of police facilities.

Figure P4: Existing Police Facilities

Description	Total Square Feet	Eligible Square Feet
PD Headquarters	9,700	9,700
Sundance Crossings	15,400	15,400
Criminal Investigations	4,600	4,600
Sun City Festival Substation	3,992	3,992
Evidence Building	17,316	17,316
Training and Vehicle Facility[1]	21,468	10,734
Communication Center	600	600
Tartesso Report Writing	600	600
Total	73,676	62,942

Source: Buckeye Police Department

1. Training portion excluded from eligible square feet

Buckeye plans to construct additional police facilities to serve future development. The Buckeye Police Department provided construction costs for 72,000 square feet of future police facilities equal to $55,000,000. The weighted average cost of these facilities is $764 per square foot ($55,000,000 / 72,000 square feet), and the analysis uses $764 per square foot as a proxy for future growth-related police facilities costs. Buckeye may use development fees to construct these projects or to construct other growth-related police facilities.

Figure P5: Construction Cost Factors

Description	Square Feet	Cost	Cost per Sq Ft
Communication Center	12,000	$19,000,000	$1,583
PD Headquarters	60,000	$36,000,000	$600
Total	72,000	$55,000,000	$764

Source: Buckeye Police Department

To allocate the proportionate share of demand for police facilities to residential and nonresidential development, this analysis uses functional population shown in Figure P1. Buckeye's existing level of service for residential development is 0.4388 eligible square feet per person (62,942 eligible square feet X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.1697 eligible square feet per trip (62,942 eligible square feet X 17 percent nonresidential share / 63,048 vehicle trips). For police facilities, the cost is $335.23 per person (0.4388 eligible square feet per person X $764 per square foot) and $129.64 per vehicle trip (0.1697 eligible square feet per trip X $764 per square foot).

Figure P6: Existing Level of Service

Cost Factors	
Cost per Square Foot	$764

Level-of-Service (LOS) Standards	
Eligible Square Feet	62,942
Residential	
Residential Share	83%
2024 Population	119,044
Square Feet per Person	0.4388
Cost per Person	$335.23
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Square Feet per Vehicle Trip	0.1697
Cost per Vehicle Trip	$129.64

Source: Buckeye Police Department

Police Vehicles – Incremental Expansion

Buckeye provides 205 police vehicles with a total cost of $16,395,000, and Buckeye plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Buckeye's existing level of service for residential development is 0.0014 units per person (205 units X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.0006 units per vehicle trip (205 units X 17 percent nonresidential share / 63,048 vehicle trips).

The weighted average cost of Buckeye's existing fleet of police vehicles is $79,976 per unit ($16,395,000 total cost / 205 units), and the analysis uses this cost as a proxy for future growth-related police vehicle costs. Buckeye may use development fees to expand its police vehicle fleet. For police vehicles, the cost is $114.31 per person (0.0014 units per person X $79,976 per unit) and $44.21 per vehicle trip (0.0006 units per vehicle trip X $79,976 per unit).

Figure P7: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol	116	$85,000	$9,860,000
Patrol - Reserve	38	$85,000	$3,230,000
Detective	25	$65,000	$1,625,000
Detective - Reserve	8	$65,000	$520,000
City Code Truck	2	$35,000	$70,000
Prisoner Transport Van	2	$90,000	$180,000
Bearcat	1	$450,000	$450,000
DUI Van	1	$100,000	$100,000
Volunteer	4	$30,000	$120,000
Property and Evidence	3	$30,000	$90,000
Community Program	5	$30,000	$150,000
Total	205	$79,976	$16,395,000

Cost Factors	
Weighted Average per Unit	$79,976

Level-of-Service (LOS) Standards	
Existing Units	205
Residential	
Residential Share	83%
2024 Population	119,044
Units per Person	0.0014
Cost per Person	$114.31
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Units per Vehicle Trip	0.0006
Cost per Vehicle Trip	$44.21

Source: Buckeye Police Department

Police Equipment – Incremental Expansion

Buckeye provides 761 units of police equipment with a total cost of $9,732,842, and Buckeye plans to acquire additional units to serve future development. The weighted average cost of Buckeye's existing police equipment is $12,790 per unit ($9,732,842 total cost / 761 units), and the analysis uses this cost as a proxy for future growth-related police equipment costs.

Figure P8: Existing Police Equipment

Description	Units	Unit Cost	Total Cost
Regional Wireless (Police Share)	1	$3,858,755	$3,858,755
Equipment per Sworn Officer	116	$7,248	$840,768
Portable Radio	178	$10,000	$1,780,000
Vehicle Radio	147	$10,000	$1,470,000
Dispatch Console	6	$90,117	$540,701
Automated Fingerprint System	1	$46,629	$46,629
Cisco Phone System	1	$14,375	$14,375
Mobile Data Terminal	140	$5,200	$728,000
Pole Cam	2	$13,288	$26,576
Desktops	52	$1,000	$52,000
Tablet	16	$1,000	$16,000
Laptop	41	$1,300	$53,300
Accident Trailer	1	$36,240	$36,240
Message Board	2	$20,000	$40,000
Radar Trailer	4	$15,000	$60,000
Automated Ext. Defibrillator	50	$2,174	$108,720
Interview Room Equipment	2	$20,000	$40,000
Contraband Inspection Kit	1	$20,778	$20,778
Total	761	$12,790	$9,732,842

Source: Buckeye Police Department

To allocate the proportionate share of demand for police equipment to residential and nonresidential development, this analysis uses functional population outlined in Figure P1. Buckeye's existing level of service for residential development is 0.0053 units per person (761 units X 83 percent residential share / 119,044 persons). The nonresidential level of service is 0.0021 units per vehicle trip (761 units X 17 percent nonresidential share / 63,048 vehicle trips).

The weighted average cost of Buckeye's existing police equipment is $12,790 per unit ($9,732,842 total cost / 761 units), and the analysis uses this cost as a proxy for future growth-related police equipment costs. Buckeye may use development fees to acquire additional police equipment to serve future development. For police equipment, the cost is $67.86 per person (0.0053 units per person X $12,790 per unit) and $26.24 per vehicle trip (0.0021 units per vehicle trip X $12,790 per unit).

Figure P9: Existing Level of Service

Cost Factors	
Weighted Average per Unit	$12,790

Level-of-Service (LOS) Standards	
Existing Units	761
Residential	
Residential Share	83%
2024 Population	119,044
Units per Person	0.0053
Cost per Person	$67.86
Nonresidential	
Nonresidential Share	17%
2024 Vehicle Trips	63,048
Units per Vehicle Trip	0.0021
Cost per Vehicle Trip	$26.24

Source: Buckeye Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.51 per person and $0.10 per vehicle trip.

Figure P10: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 85,579 persons and nonresidential vehicle trip growth of 92,736 vehicle trips. To maintain the existing levels of service, Buckeye needs to construct approximately 53,294 square feet of police facilities, expand the fleet of police vehicles by approximately 174 units, and acquire approximately 644 units of police equipment during the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

Buckeye plans to maintain its existing level of service for police facilities over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands approximately 37,556 square feet (85,579 additional persons X 0.4388 eligible square feet per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands approximately 15,739 square feet (92,736 additional vehicle trips X 0.1697 eligible square feet per vehicle trip). Future development demands approximately 53,294 square feet of police facilities at a cost of $40,710,910 (53,294.3 square feet X $764 per square foot). Buckeye may use development fees to expand existing police facilities or to construct additional police facilities.

Figure P11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Facilities	0.4388 Square Feet	per Person	$764
	0.1697 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Population	Vehicle Trips	Eligible Square Feet		
			Residential	Nonresidential	Total
2024	119,044	63,048	52,241.9	10,700.1	62,942.0
2025	127,641	72,608	56,014.4	12,322.6	68,337.0
2026	136,098	85,312	59,725.5	14,478.7	74,204.3
2027	145,534	93,718	63,866.7	15,905.2	79,771.9
2028	154,458	101,403	67,783.0	17,209.5	84,992.5
2029	164,182	110,311	72,050.4	18,721.4	90,771.8
2030	172,763	118,867	75,815.7	20,173.5	95,989.2
2031	180,018	127,820	78,999.9	21,692.8	100,692.7
2032	186,973	136,772	82,052.0	23,212.2	105,264.2
2033	195,848	145,725	85,946.7	24,731.6	110,678.3
2034	204,623	155,784	89,797.5	26,438.8	116,236.3
10-Yr Increase	85,579	92,736	37,555.7	15,738.6	53,294.3
Growth-Related Expenditures			$28,688,348	$12,022,562	$40,710,910

Police Vehicles – Incremental Expansion

Buckeye plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 122.3 units (85,579 additional persons X 0.0014 units per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands an additional 51.3 units (92,736 additional vehicle trips X 0.0006 units per vehicle trip). Future development demands approximately 174 police vehicles at a cost of $13,881,983 (173.6 units X $79,976 per unit). Buckeye may use development fees to expand its fleet of police vehicles.

Figure P12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0014 Units	per Person	$79,976
	0.0006 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	119,044	63,048	170.2	34.9	205.0
2025	127,641	72,608	182.4	40.1	222.6
2026	136,098	85,312	194.5	47.2	241.7
2027	145,534	93,718	208.0	51.8	259.8
2028	154,458	101,403	220.8	56.1	276.8
2029	164,182	110,078	234.7	60.8	295.5
2030	172,763	118,867	246.9	65.7	312.6
2031	180,018	127,820	257.3	70.7	328.0
2032	186,973	136,772	267.2	75.6	342.8
2033	195,848	145,725	279.9	80.5	360.5
2034	204,623	155,784	292.5	86.1	378.6
10-Yr Increase	85,579	92,736	122.3	51.3	173.6

Growth-Related Expenditures	$9,782,418	$4,099,564	$13,881,983

Police Equipment – Incremental Expansion

Buckeye plans to maintain its existing level of service for police equipment over the next 10 years. Based on a projected population increase of 85,579 persons, future residential development demands an additional 454.1 units (85,579 additional persons X 0.0053 units per person). With projected nonresidential growth of 92,736 vehicle trips, future nonresidential development demands an additional 190.3 units (92,736 additional vehicle trips X 0.0021 units per vehicle trip). Future development demands approximately 644 units of police equipment at a cost of $8,240,997 (644.4 units X $12,790 per unit).

Figure P13: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Equipment	0.0053 Units	per Person	$12,790
	0.0021 Units	per Vehicle Trip	

Demand for Police Equipment					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	119,044	63,048	631.6	129.4	761.0
2025	127,641	72,608	677.2	149.0	826.2
2026	136,098	85,312	722.1	175.1	897.2
2027	145,534	93,718	772.2	192.3	964.5
2028	154,458	101,403	819.5	208.1	1,027.6
2029	164,182	110,311	871.1	226.4	1,097.5
2030	172,763	118,867	916.6	243.9	1,160.6
2031	180,018	127,820	955.1	262.3	1,217.4
2032	186,973	136,772	992.0	280.6	1,272.7
2033	195,848	145,725	1,039.1	299.0	1,338.2
2034	204,623	155,784	1,085.7	319.7	1,405.4
10-Yr Increase	85,579	92,736	454.1	190.3	644.4

Growth-Related Expenditures	$5,807,303	$2,433,694	$8,240,997

Police Facilities Development Fees

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate equals the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Figure P14 includes infrastructure components and cost factors for police facilities development fees. The cost per service unit is $517.91 per person and $200.19 per trip.

Police facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of $1,657 for low/medium density unit is calculated using a cost per service unit of $517.91 per person multiplied by a demand unit of 3.20 persons per housing unit.

Nonresidential development fees are calculated using vehicle trips as the service unit. The fee of $172 per 1,000 square feet of industrial development is derived from a cost per service unit of $200.19 per trip multiplied by a demand unit of 0.86 vehicle trips per 1,000 square feet.

Figure P14: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	$335.23	$129.64
Police Vehicles	$114.31	$44.21
Police Equipment	$67.86	$26.24
Development Fee Report	$0.51	$0.10
Total	$517.91	$200.19

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	3.20	$1,657	$842	$815
High Density (≥8 DU/Acre)	2.50	$1,295	$658	$637
Age Restricted (≤8 DU/Acre)	2.00	$1,036	$526	$510

Nonresidential Fees per 1,000 Square Feet				
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	0.86	$172	$92	$80
Commercial	12.21	$2,444	$1,323	$1,121
Office & Other Services	5.42	$1,085	$517	$568
Institutional	7.45	$1,491	$684	$807

1. See Land Use Assumptions

Police Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure P15 is based on the development projections in the *Land Use Assumptions* document and the updated police facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $58,610,030 and projected expenditures equal $62,861,389.

Figure P15: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	$40,710,910	$0	$40,710,910
Police Vehicles	$13,881,983	$0	$13,881,983
Police Equipment	$8,240,997	$0	$8,240,997
Development Fee Report	$27,500	$0	$27,500
Total	$62,861,389	$0	$62,861,389

		Low/Med Res $1,657 per unit	High Res $1,295 per unit	Age Restricted $1,036 per unit	Industrial $172 per 1,000 sq ft	Commercial $2,444 per 1,000 sq ft	Office & Other $1,085 per 1,000 sq ft	Institutional $1,491 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	25,814	1,213	5,950	16,277	2,547	1,021	997
Year 1	2025	27,626	1,828	6,234	18,119	3,075	1,142	1,076
Year 2	2026	29,361	2,443	6,518	19,962	3,865	1,251	1,155
Year 3	2027	31,214	3,261	6,802	21,804	4,304	1,361	1,235
Year 4	2028	32,792	4,235	7,087	22,804	4,742	1,470	1,314
Year 5	2029	34,611	5,208	7,371	24,134	5,239	1,580	1,394
Year 6	2030	36,173	6,063	7,655	25,464	5,744	1,689	1,473
Year 7	2031	37,466	6,917	7,911	26,544	6,228	1,901	1,585
Year 8	2032	38,700	7,617	8,167	27,624	6,712	2,113	1,697
Year 9	2033	40,611	8,317	8,423	28,704	7,196	2,324	1,809
Year 10	2034	42,460	9,017	8,679	29,784	7,734	2,536	1,980
10-Year Increase		16,646	7,804	2,729	13,507	5,187	1,515	983
Projected Revenue		$27,574,181	$10,099,568	$2,825,626	$2,324,869	$12,676,414	$1,643,480	$1,465,892

Projected Fee Revenue	$58,610,030
Verrado Deficit	$4,251,359
Total Expenditures	$62,861,389

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

> *"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon."*

The Street Facilities IIP includes components for arterial improvements, interchange right-of-way, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The plan-based methodology is used for all components.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

SERVICE AREA

Figure S1 includes the service area map for the Street Facilities IIP.

Street Service Area

The street service area includes areas south of Greenway Road and north of the Gila River. Buckeye will assess development fees related to interchange ROW and the cost of preparing the Street Facilities IIP and related Development Fee Report within this service area. There are two subareas within the street service area.

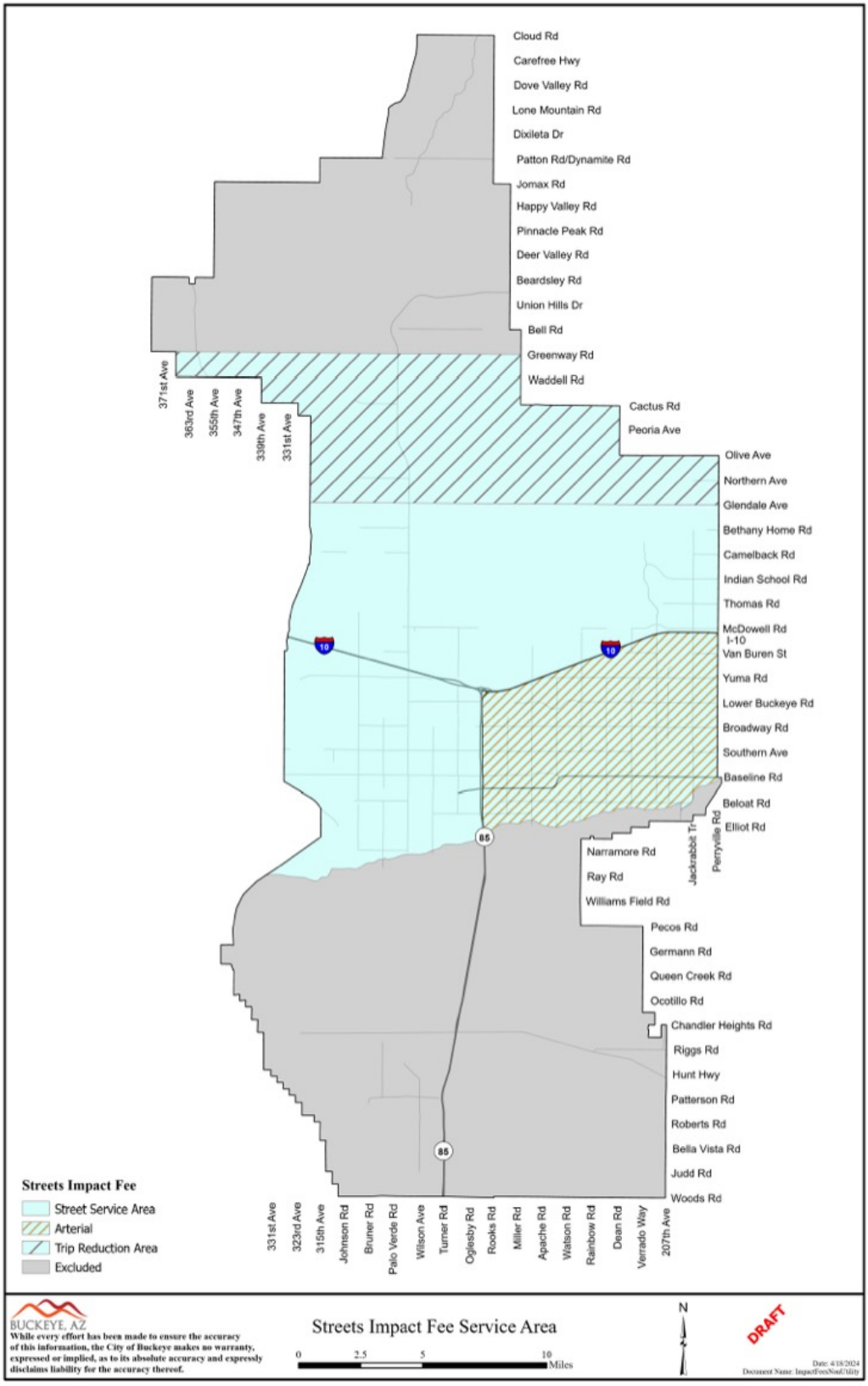
Trip Reduction Service Area

The trip reduction service area is located within the street service area and includes areas south of Greenway Road and north of Glendale Avenue. Development within the trip reduction service area receives a trip adjustment of 50 percent to account for alternative travel patterns that may reduce the amount of vehicle trips using future Interstate 10 interchanges.

Arterial Service Area

The arterial service area is located within the street service area and includes areas north of the Gila River, east of State Route 85, south of Interstate 10, and west of Perryville Road. In addition to development fees related to interchange ROW and the cost of preparing the Street Facilities IIP and related Development Fee Report, Buckeye will assess development fees related to arterial improvements within the arterial service area.

Figure S1: Street Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Buckeye will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit. For age restricted development, the proxy is Senior Adult Housing – Single-Family (ITE 251), and this type of development generates 4.31 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Warehousing (ITE 150) which generates 1.71 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure S2: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Employees Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Buckeye for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S3, the U.S. Census Bureau's OnTheMap web application indicates 92 percent of resident workers traveled outside of Buckeye for work in 2020. In combination, these factors (0.31 x 0.50 x 0.92 = 0.14) support the additional 14 percent allocation of trips to residential development.

Figure S3: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	36,902
Residents Living and Working in Buckeye	2,870
Residents Commuting Outside Buckeye for Work	34,032
Percent Commuting out of Buckeye	92%
Additional Production Trips[1]	14%
Standard Trip Rate Adjustment	50%
Residential Trip Adjustment Factor	64%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.1) and LEHD Origin-Destination Employment Statistics, 2020.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2020 indicate that 92 percent of Buckeye's workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x .92 = 0.143) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S4, multiplying average weekday vehicle trip ends and trip adjustment factors by existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development citywide generates 302,706 vehicle trips on an average weekday.

Figure S4: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	38,782	234,060
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,839	34,677
Office & Other Services	KSF	710	10.84	50%	1,063	5,760
Institutional	KSF	730	22.59	33%	1,157	8,623
Total						302,706

Shown below in Figure S5, existing development in the street service area generates 261,001 vehicle trips on an average weekday—this includes trips generated in the trip reduction and arterial service areas.

Figure S5: Average Weekday Vehicle Trips by Land Use – Street Service Area

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	64%	32,477	195,965
Multi-Family	HU	220	6.74	64%	1,298	5,598
Industrial	KSF	150	1.71	50%	16,360	13,988
Commercial	KSF	820	37.01	33%	2,631	32,113
Office & Other Services	KSF	710	10.84	50%	981	5,314
Institutional	KSF	730	22.59	33%	1,076	8,023
Total						261,001

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6a, Table 6b, and Table 6c of the 2017 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 75 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

Local Trip Lengths

According to recent estimates, Buckeye provides 228.86 lane miles of arterials citywide. Using a capacity standard of 8,700 vehicles per lane mile, Buckeye's existing arterial network provides 1,991,039 vehicle miles of capacity (228.86 lane miles X 8,700 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in Buckeye. As shown in Figure S4, citywide development currently attracts

302,706 average weekday vehicle trips. Dividing 1,991,039 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 6.57 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 6.0866 miles.

Local Vehicle Miles Traveled

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor.

Figure S6: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit					
Development Type	AWVTE per unit[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per Unit
Low/Med Density (<8 DU/Acre)	9.43	64%	6.0866	117%	42.98
High Density (≥8 DU/Acre)	6.74	64%	6.0866	117%	30.72
Age Restricted (≤8 DU/Acre)	4.31	64%	6.0866	117%	19.64

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per 1,000 Sq Ft
Industrial	1.71	50%	6.0866	73%	3.80
Commercial	37.01	33%	6.0866	75%	55.75
Office & Other Services	10.84	50%	6.0866	73%	24.08
Institutional	22.59	33%	6.0866	73%	33.12

1. See Land Use Assumptions

Shown below are the demand indicators for residential and nonresidential land uses related to VMT in the trip reduction service area. For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor.

Figure S7: Ratio of Service Unit to Development Unit – Trip Reduction Service Area

Residential Development per Housing Unit					
Development Type	AWVTE per unit[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per Unit
Low/Med Density (<8 DU/Acre)	9.43	32%	6.0866	117%	21.49
High Density (≥8 DU/Acre)	6.74	32%	6.0866	117%	15.36
Age Restricted (≤8 DU/Acre)	4.31	32%	6.0866	117%	9.82

Nonresidential Development per 1,000 Square Feet					
Development Type	AWVTE per 1,000 Sq Ft[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Weight Factor[1]	Avg Wkdy VMT per 1,000 Sq Ft
Industrial	1.71	25%	6.0866	73%	1.90
Commercial	37.01	17%	6.0866	75%	27.88
Office & Other Services	10.84	25%	6.0866	73%	12.04
Institutional	22.59	17%	6.0866	73%	16.56

1. See Land Use Assumptions

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Citywide

As shown in the *Land Use Assumptions* document, citywide projected development includes an additional 29,507 housing units and 21,435,000 square feet of nonresidential floor area over the next 10 years. Based on the trip generation factors discussed in this section, projected development generates an additional 1,590,499 VMT over the next 10 years.

Figure S8: Projected Travel Demand – Citywide

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.087

Buckeye	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base	1	2	3	4	5	10	
Single Family Units	38,782	41,092	43,325	45,739	47,878	50,257	60,324	21,542
Multi-Family Units	1,298	1,993	2,689	3,507	4,480	5,454	9,263	7,965
Industrial KSF	16,360	18,207	20,053	21,899	22,903	24,236	29,890	13,530
Commercial KSF	2,839	3,388	4,200	4,659	5,119	5,636	8,178	5,339
Office & Other Services KSF	1,063	1,187	1,300	1,413	1,526	1,639	2,621	1,558
Institutional KSF	1,157	1,238	1,318	1,399	1,480	1,561	2,165	1,008
Single-Family Trips	234,060	247,998	261,474	276,042	288,952	303,313	364,070	130,010
Multi-Family Trips	5,598	8,598	11,598	15,128	19,327	23,525	39,956	34,358
Residential Trips	239,658	256,597	273,072	291,170	308,278	326,838	404,026	164,368
Industrial Trips	13,988	15,567	17,145	18,723	19,582	20,722	25,556	11,568
Commercial Trips	34,677	41,381	51,293	56,906	62,519	68,839	99,884	65,208
Office & Other Services Trips	5,760	6,435	7,046	7,658	8,270	8,882	14,205	8,445
Institutional Trips	8,623	9,225	9,828	10,430	11,032	11,634	16,138	7,515
Nonresidential Trips	63,048	72,608	85,312	93,718	101,403	110,078	155,784	92,736
Total Vehicle Trips	**302,706**	**329,205**	**358,385**	**384,888**	**409,681**	**436,916**	**559,810**	**257,104**
Vehicle Miles Traveled (VMT)	**1,991,039**	**2,154,958**	**2,329,941**	**2,496,854**	**2,653,515**	**2,825,000**	**3,581,538**	**1,590,499**
Arterial Lane Miles	228.86	247.70	267.81	286.99	305.00	324.71	411.67	182.82

Street Service Area

Figure S9 includes projected VMT during the next 10 years within the street service area. Based on projections in the *Land Use Assumptions* document and demand factors shown in Figure S6, projected development within the street service area generates an additional 631,502 VMT over the next five years (2,061,468 VMT in 2029 – 1,429,967 VMT in 2024) and 1,091,565 VMT over the next 10 years (2,521,532 VMT in 2034 – 1,429,967 VMT in 2024).

Figure S9: Projected Travel Demand – Street Service Area

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.0866

Street Service Area	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base	1	2	3	4	5	10	
Single Family Units	32,477	34,415	36,276	38,318	40,086	42,094	48,452	15,975
Multi-Family Units	1,298	1,993	2,689	3,507	4,480	5,454	9,263	7,965
Industrial KSF	16,360	18,207	20,053	21,899	22,903	24,236	29,797	13,436
Commercial KSF	2,631	3,108	3,848	4,236	4,623	5,069	7,340	4,710
Office & Other Services KSF	981	1,083	1,175	1,266	1,357	1,449	2,301	1,320
Institutional KSF	1,076	1,143	1,209	1,276	1,342	1,409	1,901	825
Single-Family Trips	195,965	207,653	217,972	228,931	238,231	248,983	278,598	82,633
Multi-Family Trips	5,598	8,598	11,598	15,128	18,993	22,857	38,621	33,023
Residential Trips	201,563	216,251	229,570	244,059	257,224	271,840	317,219	115,656
Industrial Trips	13,988	15,567	17,145	18,723	19,582	20,581	24,630	10,642
Commercial Trips	32,113	37,937	46,968	51,700	56,432	61,518	87,478	55,365
Office & Other Services Trips	5,314	5,872	6,367	6,862	7,357	7,852	12,420	7,106
Institutional Trips	8,023	8,519	9,015	9,511	10,007	10,503	14,103	6,080
Nonresidential Trips	59,438	67,894	79,495	86,796	93,378	100,454	138,631	79,193
Total Vehicle Trips	**261,001**	**284,145**	**309,065**	**330,855**	**350,601**	**372,294**	**455,850**	**194,849**
Vehicle Miles Traveled (VMT)	**1,429,967**	**1,562,007**	**1,698,664**	**1,823,826**	**1,936,356**	**2,061,468**	**2,521,532**	**1,091,565**

Arterial Service Area

Figure S10 includes projected VMT during the next 10 years within the arterial service area. Based on projections in the *Land Use Assumptions* document and demand factors shown in Figure S6, projected development within the arterial service area generates an additional 534,078 VMT over the next 10 years.

Figure S10: Projected Travel Demand – Arterial Service Area

Development Type	Development Unit	ITE Code	Weekday VTE	Trip Adjustment	Trip Length Adjustment	Weekday VMT
Single Family	HU	210	9.43	64%	117%	42.98
Multi-Family	HU	220	6.74	64%	117%	30.72
Industrial	KSF	150	1.71	50%	73%	3.80
Commercial	KSF	820	37.01	33%	75%	55.75
Office & Other Services	KSF	710	10.84	50%	73%	24.08
Institutional	KSF	730	22.59	33%	73%	33.12

Capacity Per Lane Mile	8,700
Average Trip Length	6.0866

Street Service Area: Arterial	2024 Base	2025 1	2026 2	2027 3	2028 4	2029 5	2034 10	10-Year Increase
Single Family Units	17,547	18,787	19,651	20,482	21,039	21,837	20,156	2,609
Multi-Family Units	1,212	1,827	2,442	3,260	4,079	4,897	8,397	7,185
Industrial KSF	15,623	17,458	19,293	21,127	22,119	23,112	26,231	10,608
Commercial KSF	1,836	2,177	2,781	3,032	3,284	3,535	4,393	2,556
Office & Other Services KSF	572	651	719	786	853	921	913	341
Institutional KSF	516	536	556	575	595	615	824	308
Single-Family Trips	105,898	113,384	118,597	123,615	126,976	131,788	121,645	15,748
Multi-Family Trips	5,228	7,881	10,534	14,064	17,594	21,124	36,221	30,993
Residential Trips	111,126	121,265	129,130	137,679	144,569	152,912	157,867	46,741
Industrial Trips	13,358	14,927	16,495	18,064	18,912	19,761	22,428	9,070
Commercial Trips	22,428	26,591	33,961	37,032	40,103	43,174	53,650	31,222
Office & Other Services Trips	3,102	3,529	3,894	4,259	4,624	4,989	4,948	1,846
Institutional Trips	3,850	3,996	4,143	4,290	4,437	4,583	6,143	2,294
Nonresidential Trips	42,737	49,043	58,493	63,645	68,076	72,507	87,169	44,432
Total Vehicle Trips	**153,862**	**170,308**	**187,624**	**201,324**	**212,645**	**225,419**	**245,035**	**91,173**
Vehicle Miles Traveled (VMT)	**983,981**	**1,084,711**	**1,183,611**	**1,267,754**	**1,336,883**	**1,416,354**	**1,518,058**	**534,078**

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Arterial Improvements – Plan-Based

Buckeye plans to construct arterial improvements within the arterial service area to serve existing and future development over the next 10 years. The planned arterial improvements will add capacity to the arterial network by widening arterials in areas with asymmetric road layouts, also known as scalloped streets, located adjacent to parcels where future development is not required to construct half-street improvements. Examples include bridges across the Roosevelt Irrigation District (RID) Canal and arterial segments adjacent to developed county islands. The total cost of planned arterial improvements within the arterial service area is $37,807,000.

Figure S11: Planned Arterial Improvements

Description	Cost
Watson Road, Elwood to RID	$7,225,000
Watson Road Bridge at RID	$10,275,000
Miller Road Bridge at RID	$7,525,000
Apache Rd., Roeser South (Napolitano Frontage)	$4,125,000
249th Ave/Yuma Road, Store All American to Jones Ford	$3,670,000
Miller Rd., Broadway to Warner St. (No Signal)	$4,987,000
Total	$37,807,000

Source: Buckeye Engineering Department

The planned arterial improvements provide a benefit to existing and future development, so the analysis allocates the total cost of the planned arterial improvements to 2034 total VMT generated in the arterial service area. The arterial improvements cost is $24.90 per VMT ($37,807,000 / 1,518,058 total VMT in 2034), and 10-year projected revenue is $13,298,536 ($24.90 per VMT X 534,078 additional VMT).

Figure S12: Cost Allocation

Cost Factors	
Planned Arertial Improvements	$37,807,000
2034 VMT	1,518,058
Cost per VMT	$24.90
10-Year VMT Increase	534,078
10-Year Projected Revenue	$13,298,536

Interchange ROW – Plan-Based

Buckeye plans to acquire rights-of-way for future Interstate 10 interchanges to serve future development. Shown below, the total cost of planned interchange ROW acquisitions in the street service area is $28,226,880. Dean Road and Johnson Road were included in the previous Street Facilities IIP, so this analysis includes a credit for development fees already collected for these projects. After subtracting the existing street development fee fund balance as of February 29, 2024, the eligible cost is $27,126,880.

Figure S13: Planned Interchange ROW Acquisition

Description	Project Cost[1]	Fund Balance[2]	Eligible Cost
Dean Rd & I-10 (ROW)	$12,545,280	($776,471)	$11,768,809
Johnson Rd & I-10 (ROW)	$5,227,200	($323,529)	$4,903,671
Wilson Rd & I-10 (ROW)	$5,227,200	$0	$5,227,200
Bruner Rd & I-10 (ROW)	$5,227,200	$0	$5,227,200
Total	$28,226,880	($1,100,000)	$27,126,880

1. Buckeye Engineering Department
2. Buckeye Finance Department, February 2024

The growth share for Dean Road and Johnson Road is 30.6 percent (5-year increase of 631,502 VMT / 1,429,967 VMT in 2024), and the growth share for Wilson Road and Bruner Road is 43.3 percent (10-year increase of 1,091,565 VMT / 1,429,967 VMT in 2024). Applying the growth shares to the eligible costs provides a growth cost of $9,628,534. Dividing the growth costs by the VMT increase associated with each project equals a growth-related cost of $12.22 per VMT.

Figure S14: Cost Allocation

Description	Eligible Cost	Growth Share[1]	Growth Cost	VMT Increase	Cost per VMT
Dean Rd & I-10 (ROW)	$11,768,809	30.6%	$3,601,256	631,502	$5.70
Johnson Rd & I-10 (ROW)	$4,903,671	30.6%	$1,500,523	631,502	$2.38
Wilson Rd & I-10 (ROW)	$5,227,200	43.3%	$2,263,378	1,091,565	$2.07
Bruner Rd & I-10 (ROW)	$5,227,200	43.3%	$2,263,378	1,091,565	$2.07
Total	$27,126,880	35.5%	$9,628,534		$12.22

1. Growth share based on VMT increase

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report equals $27,500. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.04 per VMT.

Figure S15: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because Buckeye's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Arterial Service Area

Figure S16 includes infrastructure components and cost factors for street facilities development fees in the arterial service area. The cost per service unit is $37.16 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $1,597 for low/medium density unit is calculated using a cost per service unit of $37.16 per VMT multiplied by a demand unit of 42.98 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $141 per 1,000 square feet of industrial development is derived from a cost per service unit of $37.16 per VMT multiplied by a demand unit of 3.80 VMT per 1,000 square feet.

Figure S16: Street Facilities Development Fees

Fee Component	Cost per VMT
Arterial Improvements	$24.90
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$37.16

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	42.98	$1,597	$300	$1,297
High Density (≥8 DU/Acre)	30.72	$1,142	$173	$969
Age Restricted (≤8 DU/Acre)	19.64	$730	$136	$594

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	3.80	$141	$26	$115
Commercial	55.75	$2,072	$337	$1,735
Office & Other Services	24.08	$895	$146	$749
Institutional	33.12	$1,231	$193	$1,038

1. See Land Use Assumptions

Street Service Area

Figure S17 includes infrastructure components and cost factors for street facilities development fees in the street service area. The cost per service unit is $12.26 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $527 for low/medium density unit is calculated using a cost per service unit of $12.26 per VMT multiplied by a demand unit of 42.98 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $47 per 1,000 square feet of industrial development is derived from a cost per service unit of $12.26 per VMT multiplied by a demand unit of 3.80 VMT per 1,000 square feet.

Figure S17: Street Facilities Development Fees

Fee Component	Cost per VMT
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$12.26

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	42.98	$527	$300	$227
High Density (≥8 DU/Acre)	30.72	$377	$173	$204
Age Restricted (≤8 DU/Acre)	19.64	$241	$136	$105

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	3.80	$47	$26	$21
Commercial	55.75	$683	$337	$346
Office & Other Services	24.08	$295	$146	$149
Institutional	33.12	$406	$193	$213

1. See Land Use Assumptions

Trip Reduction Service Area

Figure S18 includes infrastructure components and cost factors for street facilities development fees in the trip reduction service area. The cost per service unit is $12.26 per VMT.

Street facilities fees for residential development are assessed according to the number of VMT per housing unit. The fee of $263 for low/medium density unit is calculated using a cost per service unit of $12.26 per VMT multiplied by a demand unit of 21.49 VMT per housing unit.

Nonresidential development fees are calculated using VMT as the service unit. The fee of $23 per 1,000 square feet of industrial development is derived from a cost per service unit of $12.26 per VMT multiplied by a demand unit of 1.90 VMT per 1,000 square feet.

Figure S18: Street Facilities Development Fees

Fee Component	Cost per VMT
Interchange ROW	$12.22
Development Fee Report	$0.04
Total	$12.26

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	21.49	$263	$300	($37)
High Density (≥8 DU/Acre)	15.36	$188	$173	$15
Age Restricted (≤8 DU/Acre)	9.82	$120	$136	($16)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.90	$23	$26	($3)
Commercial	27.88	$342	$337	$5
Office & Other Services	12.04	$148	$146	$2
Institutional	16.56	$203	$193	$10

1. See Land Use Assumptions

Street Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Arterial Service Area

Projected fee revenue shown in Figure S19 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees for the arterial service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $19,020,391 and projected expenditures equal $55,585,801. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S19: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Arterial Improvements	$13,298,536	$24,508,464	$37,807,000
Interchange ROW	$5,704,656	$12,055,317	$17,759,973
Development Fee Report	$18,829	$0	$18,829
Total	$19,022,021	$36,563,781	$55,585,801

		Low/Med Res $1,597 per unit	High Res $1,142 per unit	Industrial $141 per 1,000 sq ft	Commercial $2,072 per 1,000 sq ft	Office & Other $895 per 1,000 sq ft	Institutional $1,231 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	17,547	1,212	15,623	1,836	572	516
Year 1	2025	18,787	1,827	17,458	2,177	651	536
Year 2	2026	19,651	2,442	19,293	2,781	719	556
Year 3	2027	20,482	3,260	21,127	3,032	786	575
Year 4	2028	21,039	4,079	22,119	3,284	853	595
Year 5	2029	21,837	4,897	23,112	3,535	921	615
Year 6	2030	22,197	5,597	24,104	3,786	988	635
Year 7	2031	21,548	6,297	24,636	3,938	969	682
Year 8	2032	20,721	6,997	25,168	4,090	950	729
Year 9	2033	20,470	7,697	25,699	4,241	932	777
Year 10	2034	20,156	8,397	26,231	4,393	913	824
10-Year Increase		2,609	7,185	10,608	2,556	341	308
Projected Revenue		$4,753,899	$7,329,012	$1,401,660	$4,907,080	$306,322	$322,418

Projected Fee Revenue	$19,020,391
Total Expenditures	$55,585,801

Street Service Area

Projected fee revenue shown in Figure S20 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees in the street service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $2,911,422 and projected expenditures equal $8,518,875. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S20: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Interchange ROW	$3,066,300	$5,445,771	$8,512,071
Development Fee Report	$6,804	$0	$6,804
Total	$3,073,104	$5,445,771	$8,518,875

		Low/Med Res $527 per unit	High Res $377 per unit	Industrial $47 per 1,000 sq ft	Commercial $683 per 1,000 sq ft	Office & Other $295 per 1,000 sq ft	Institutional $406 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	7,899	1	654	499	366	400
Year 1	2025	8,380	1	662	614	387	445
Year 2	2026	8,861	1	669	728	407	491
Year 3	2027	9,342	1	677	843	428	536
Year 4	2028	9,823	1	685	957	449	581
Year 5	2029	10,304	1	692	1,072	469	627
Year 6	2030	10,785	1	700	1,196	490	672
Year 7	2031	11,722	1	895	1,434	688	723
Year 8	2032	12,658	1	1,090	1,672	887	773
Year 9	2033	13,595	1	1,285	1,910	1,086	823
Year 10	2034	14,531	1	1,480	2,148	1,285	873
10-Year Increase		6,632	0	826	1,649	918	473
Projected Revenue		$2,019,627	$0	$14,175	$639,908	$111,654	$126,058

Projected Fee Revenue	$2,911,422
Verrado Deficit	$5,607,453
Total Expenditures	$8,518,875

Trip Reduction Service Area

Projected fee revenue shown in Figure S21 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees in the trip reduction service area. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $852,414 and projected expenditures equal $856,704. Buckeye will fund existing development's share of projected expenditures with non-development fee revenue.

Figure S21: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Interchange ROW	$850,657	$4,179	$854,836
Development Fee Report	$1,868	$0	$1,868
Total	$852,525	$4,179	$856,704

		Low/Med Res $263 per unit	High Res $188 per unit	Industrial $23 per 1,000 sq ft	Commercial $342 per 1,000 sq ft	Office & Other $148 per 1,000 sq ft	Institutional $203 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	12	0	0	3	0	0
Year 1	2025	15	0	0	4	0	0
Year 2	2026	318	0	0	4	0	0
Year 3	2027	771	0	0	5	0	0
Year 4	2028	1,225	155	0	6	0	0
Year 5	2029	1,678	310	330	64	0	0
Year 6	2030	2,211	465	660	123	0	0
Year 7	2031	2,863	619	990	181	4	5
Year 8	2032	3,435	619	1,320	239	9	10
Year 9	2033	4,007	619	1,650	298	13	14
Year 10	2034	4,579	619	1,980	356	18	19
10-Year Increase		4,566	619	1,980	353	18	19
Projected Revenue		$696,859	$78,027	$20,664	$54,659	$894	$1,311

Projected Fee Revenue	$852,414
Total Expenditures	$856,704

WATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(a) defines the eligible facilities and assets for the Water Facilities IIP:

> *"Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities."*

The Water Facilities IIP includes components for wells, arsenic treatment, pump stations, storage tanks, water campus land, water lines, and the cost of preparing the Water Facilities IIP and related Development Fee Report. The plan-based methodology is used for the central service area and the cost recovery methodology is used for the Tartesso West service area.

PROPORTIONATE SHARE

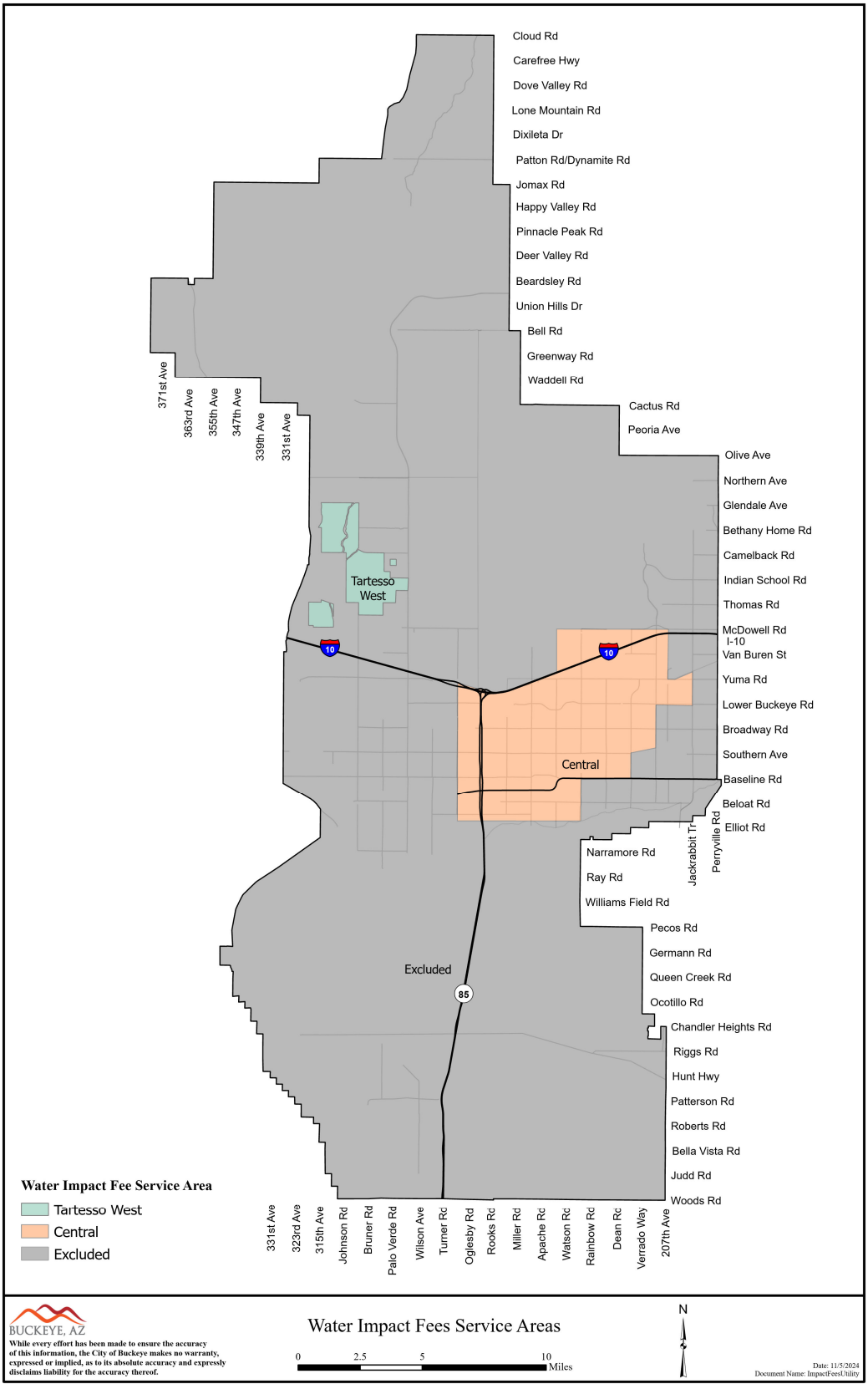
ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate future development. The Water Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using max day demand factors.

SERVICE AREA

Buckeye's existing water facilities consist of two separate systems with limited potential for interconnection. As shown in Figure W1, there are two service areas for the Water Facilities IIP: Central and Tartesso West.

The water service areas are acceptable for these facilities as they are defined as the incorporated area or Buckeye utility service area. The water system relies on groundwater, which is pumped to the surface by wells. The wells are connected by transmission lines that convey the water to a water campus where the water is treated, stored in tanks, and pumped into a system of pressurized distribution lines. The water campuses in the central service area are interconnected to provide emergency backup, so it is reasonable to consolidate these water campuses into a single service area. Buckeye is not the only water provider within the city limits, and the proposed water service areas do not include areas served by Arizona Water and EPCOR.

Figure W1: Water Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

According to estimates derived during Buckeye's 2024 Water Resource Master Plan update, average day demand from a single-family unit (low and medium density residential development) equals 302 gallons per unit. The analysis includes a peaking factor of 1.8 from Buckeye's Water Engineering Design Standards to account for max day demand. As shown below, max day demand from residential development includes a range from 340 gallons per day for active adult units to 544 gallons per day for low and medium density units. Buckeye's current Water Engineering Design Standards include max day demand of 652 gallons for low and medium density residential development (362 average day gallons X 1.8 max day peaking factor), so the updated demand factors shown below represent approximately 83 percent of max day demand as defined in the Water Engineering Design Standards.

Figure W2: Water Demand Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit[1]	Average Day Demand/Person	Average Day Gallons
Low and Medium Density	less than 8	3.20	94	302
High Density (includes apartments)	8 or more	2.50	94	236
Active Adult	max 8	2.00	94	189

Residential Land Use	Dwelling Units per Acre	Average Day Gallons	Maximum Day Peaking Factor[1]	Maximum Day Gallons
Low and Medium Density	less than 8	302	1.8	544
High Density (includes apartments)	8 or more	236	1.8	425
Active Adult	max 8	189	1.8	340

Residential Land Use	Dwelling Units per Acre	Average Day Gallons	Peak Hour Peaking Factor[1]	Peak Hour Gallons
Low and Medium Density	less than 8	302	3.0	906
High Density (includes apartments)	8 or more	236	3.0	708
Active Adult	max 8	189	3.0	566

Source: Buckeye Water Resources Department, 2023

1. Buckeye Water Engineering Design Standards, Section 3-1.202

Figure W3 includes the demand indicators for residential and nonresidential land uses. Future development in the central service area will use the updated demand factors discussed on the previous page. Since Tartesso West uses development fees to recover costs of existing infrastructure, and the current repayment calculation uses demand factors from the existing Water Engineering Design Standards, future development in the Tartesso West service area will continue using the Water Engineering Design Standards demand factors shown below. For residential development, the table displays maximum day gallons per housing unit. For nonresidential development, the table displays maximum day gallons per meter by size. For meters larger than 1.5 inches, maximum day demand is calculated from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W3: Ratio of Service Unit to Development Unit

Residential Demand per Housing Unit			
Residential Land Use	Demand Unit (Gallons)	Central	Tartesso West[1]
Low/Med Density (<8 DU/Acre)	Max Day	544	652
High Density (≥8 DU/Acre)	Max Day	425	509
Age Restricted (≤8 DU/Acre)	Max Day	340	407

Nonresidential Demand per Meter				
Meter Type and Size	Capacity Ratio	Demand Unit (Gallons)	Central	Tartesso West[1]
Disc 1.0"	1.0	Max Day	544	652
Disc 1.5"	1.7	Max Day	925	1,108
Turbine 1.5"	2.9	Max Day	1,578	1,891

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, Section 3-1.202

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Demand

According to Water Resources Department estimates, 2024 average day demand equals 8.50 million gallons per day (mgd). Using the maximum day peaking factor from Buckeye's Water Engineering Design Standards, maximum day demand is 15.30 mgd. Maximum day demand is 12.51 mgd in the central service area and 2.79 mgd in the Tartesso West area.

Figure W4: Existing Demand

Existing Demand	Central	Tartesso West	Total
Average Day Demand (mgd), 2024	6.95	1.55	8.50
x Max Day Peaking Factor[1]	1.80	1.80	1.80
Max Day Demand (mgd), 2024	12.51	2.79	15.30

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, 2020

System Components

Level of service (LOS) generally refers to the ratio of capacity to demand. One of the principles of development fee analysis is that future development should not be required to pay for a higher LOS than existing development currently receives. Consequently, it is important to determine the existing LOS.

For water facilities, the capacity of water production facilities is generally used as reflective of the capacity of the entire water system. However, some components of the system may have more capacity or less capacity than needed for full utilization of production facilities. The existing water system consists of wells (and the associated transmission lines to connect the wells to the system), arsenic treatment, pump stations, storage tanks, water campus land, and water lines greater than or equal to 16 inches that form the distribution system grid.

Well

Existing well production capacity is summarized in Figure W5. Total capacity of individual wells is shown in gallons per minute (gpm) and millions of gallons per day (mgd). The City's design criteria indicate the capacity of a system of wells should be measured in terms of firm capacity to account for the eventuality that a well may be out of service. Existing firm capacity is 15.43 mgd in the central service area and 3.59 mgd in the Tartesso West service area.

Figure W5: Well Capacity

Existing Well Capacity			
Well	GPM	MGD	MGD (Firm)
Central			
Well 12	310	0.45	0.33
Well 13	150	0.22	0.16
Well 14	245	0.35	0.26
Buckeye Airport Well 1	120	0.17	0.13
Buckeye Airport Well 2	420	0.60	0.45
Riata Well 2	380	0.55	0.41
Evergreen Well 2*	0	0.00	0.00
Sonoran Vista NE Well	525	0.76	0.57
Sonoran Vista SW Well	400	0.58	0.43
Bales Well*	0	0.00	0.00
4th and Baseline Well 1*	0	0.00	0.00
4th and Baseline Well 2*	0	0.00	0.00
Church*	0	0.00	0.00
Sundance Well 1	645	0.93	0.70
Sundance Well 2	760	1.09	0.82
Sundance Well 3	540	0.78	0.58
Sundance Well 4	970	1.40	1.05
Sundance Well 7	510	0.73	0.55
Sundance Well 8	850	1.22	0.92
Sundance Well 9	470	0.68	0.51
North Airport Rd Well 1	2,600	3.74	2.81
North Airport Rd Well 2	3,000	4.32	3.24
B.W. 1	180	0.26	0.19
B.W. 2	500	0.72	0.54
B.W. 3	175	0.25	0.19
Bulfer	40	0.06	0.04
Farallon Well 2	500	0.72	0.54
Subtotal, Central	**14,290**	**20.58**	**15.43**
Tartesso West			
Well 1	400	0.58	0.43
Well 2	1,200	1.73	1.30
Well 3	1,300	1.87	1.40
Well S.V. 1	240	0.35	0.26
Well S.V. 2	180	0.26	0.19
Subtotal, Tartesso West	**3,320**	**4.78**	**3.59**
Total	**17,610**	**25.36**	**19.02**

Source: Buckeye Water Resources Department

*Inactive

Pump Station

Shown below, Figure W6 includes existing pump station capacity. Total capacity of individual pump stations is shown in gallons per minute (gpm) and millions of gallons per day (mgd). The City's design criteria indicate the capacity of individual pump stations should be measured in terms of firm capacity to account for the eventuality that a pump within a pump station may be out of service. Existing firm capacity is 48.02 mgd in the central service area and 13.20 mgd in the Tartesso West service area.

Figure W6: Pump Station Capacity

Existing Pump Station Capacity		
Pump Station	GPM	MGD (Firm)
Central		
Hopeville	3,500	5.04
Sonoran Vista*	0	0.00
Lower Buckeye*	0	0.00
Buckeye North	500	0.72
West Park	3,000	4.32
Rancho Vista	1,850	2.66
Bales	1,800	2.59
4th & Central*	0	0.00
North Airport Rd	6,000	8.64
Sundance Zone 3	6,000	8.64
Sundance Zone 2	3,000	4.32
Historic Buckeye	2,400	3.46
JMWC	5,000	7.20
Bulfer	300	0.43
Subtotal, Central	**33,350**	**48.02**
Tartesso West		
Tartesso Water Campus	9,165	13.20
Subtotal, Tartesso West	**9,165**	**13.20**
Total	**42,515**	**61.22**

Source: Buckeye Water Resources Department

*Inactive

Storage

Figure W7 includes existing storage capacity. Total capacity of individual storage tanks is shown in millions of gallons (MG). Existing capacity is 15.55 mg in the central service area and 2.13 mg in the Tartesso West service area.

Figure W7: Storage Capacity

Existing Storage Capacity	
Storage	MG
Central	
Hopeville #1	0.10
Hopeville #2	0.10
Sonoran Vista WTP*	0.00
Bales 1	0.60
Bales 2	0.50
Lower Buckeye*	0.00
Buckeye North	0.20
Westpark 1	0.50
Westpark 2	0.20
Rancho Vista	0.80
4th & Central*	0.00
4th & Baseline 1*	0.00
4th & Baseline 2*	0.00
Historic Buckeye 1	0.75
Historic Buckeye 2	0.70
Sundance 1	2.60
Sundance 2	1.50
North Airport Rd 1	1.05
North Airport Rd 2	1.05
JMWC	4.00
Bulfer	0.90
Subtotal, Central	**15.55**
Tartesso West	
Tartessto Water Campus	2.00
Sun Valley Water Campus	0.13
Subtotal, Tartesso West	**2.13**
Total	**17.68**

Source: Buckeye Water Resources Department

*Inactive

System Components Summary

Shown below, Figure W8 includes a summary of water system components by service area.

Figure W8: System Components

Existing Quantity				
System Component	Unit	Central	Tartesso West	Total
Well	each	22.00	5.00	27.00
Arsenic Treatment	mgd	5.00	1.50	6.50
Pump Station	mgd	48.02	13.20	61.22
Storage Tank	mg	15.55	2.13	17.68
Water Campus Land	acres	61.32	3.20	64.52
Water Line, ≥ 16"	lin. ft.	266,512	38,154	304,666

Source: Buckeye Water Resources Department

Level of Service

The central service area provides the most developed water system, while the Tartesso West service area has a smaller system. Figure W9 shows existing quantities for water system components in each service area and a comparison of system component quantities per mgd of well firm capacity.

Figure W9: Existing Level of Service

		Existing Quantity		Quantity per Well mgd	
System Component	Unit	Central	Tartesso West	Central	Tartesso West
Well (Firm)	mgd	15.43	3.59	1.00	1.00
Arsenic Treatment	mgd	5.00	1.50	0.32	0.42
Pump Station	mgd	48.02	13.20	3.11	3.68
Storage Tank	mg	15.55	2.13	1.01	0.59
Water Campus Land	acres	61.32	3.20	3.97	0.89
Water Line, ≥ 16"	lin. ft.	266,512	38,154	17,269	10,641

Source: Buckeye Water Resources Department

Cost Factors

Buckeye's Water Resources Department provided unit costs for water system components based on recent and planned construction costs.

Figure W10: Cost Factors

System Component	Unit	Unit Cost
Well	each	$5,000,000
Arsenic Treatment	mgd	$4,500,000
Pump Station	mgd	$3,900,000
Storage Tank	mg	$1,360,000
Water Campus Land	acres	$60,000
Water Line, ≥ 16"	lin. ft.	$568

Source: Buckeye Water Resources Department

System Value

This section includes the system value for each service area based on existing water system components shown in Figure W8 and unit costs shown in Figure W10.

Central Service Area

Existing water facilities in the central service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing water system value in the central service area equals $496,048,073.

Figure W11: System Value

Central				
System Component	Unit	Existing	Unit Cost	System Value
Well	each	22.00	$5,000,000	$110,000,000
Arsenic Treatment	mgd	5.00	$4,500,000	$22,500,000
Pump Station	mgd	48.02	$3,900,000	$187,293,600
Storage Tank	mg	15.55	$1,360,000	$21,148,000
Water Campus Land	acres	61.32	$60,000	$3,679,200
Water Line, ≥ 16"	lin. ft.	266,512	$568	$151,427,273
Total				$496,048,073

Source: Buckeye Water Resources Department

Tartesso West Service Area

Existing water facilities in the Tartesso West service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing water system value in the Tartesso West service area equals $107,987,849.

Figure W12: System Value

Tartesso West				
System Component	Unit	Existing	Unit Cost	System Value
Well	each	5.00	$5,000,000	$25,000,000
Arsenic Treatment	mgd	1.50	$4,500,000	$6,750,000
Pump Station	mgd	13.20	$3,900,000	$51,470,640
Storage Tank	mg	2.13	$1,360,000	$2,896,800
Water Campus Land	acres	3.20	$60,000	$192,000
Water Line, ≥16"	lin. ft.	38,154	$568	$21,678,409
Total				$107,987,849

Source: Buckeye Water Resources Department

Central – Plan-Based

Shown below, the analysis divides system value by well capacity to calculate the cost per gallon of water facilities. For pump station and water line components, the analysis multiplies well capacity by 3.0 (peak hour demand is 3.0 X average day demand) since these components are constructed to meet peak hour demand. The cost is $17.52 per gallon in the central service area, and Buckeye will use water facilities development fees to construct growth-related water facilities in the central service area.

Figure W13: Cost per Gallon

Central			
System Component	System Value	Well Capacity (mgd)	Cost per Gallon
Well	$110,000,000	15.43	$7.13
Arsenic Treatment	$22,500,000	15.43	$1.46
Pump Station	$187,293,600	46.30	$4.05
Storage Tank	$21,148,000	15.43	$1.37
Water Campus Land	$3,679,200	15.43	$0.24
Water Line, ≥16"	$151,427,273	46.30	$3.27
Total	$496,048,073		$17.52

Tartesso West – Cost Recovery

Buckeye currently collects water facilities development fees in the Tartesso West service area to reimburse the developer for costs related to an existing well and water lines. The remaining cost of these water facilities is $2,729,341, and available well capacity is 0.48 mgd. The cost is $5.70 per gallon in the Tartesso West service area, and Buckeye will use water facilities development fees to reimburse the developer for existing water facilities in the Tartesso West service area.

Figure W14: Cost per Gallon

Tartesso West			
System Component	Remaining Cost	Available Capacity (mgd)	Cost per Gallon
Water Facilities	$2,729,341	0.48	$5.70
Total	$2,729,341		$5.70

Development Fee Report – Plan-Based

The cost to prepare the Water Facilities IIP and related Development Fee Report equals $39,840. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future max day water demand, the cost is $0.01 per gallon.

Figure W15: Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Projected Demand

Shown below, Figure W16 includes projections of average day demand and maximum day demand over the next 10 years. Based on projections provided by Buckeye's Water Resources Department, future development generates an additional maximum day demand of 21.77 mgd over the next 10 years. This includes 20.79 mgd in the central service area and 0.98 mgd in the Tartesso West service area.

Figure W16: Projected Demand

Year		Average Day Demand (mgd)			Max Day Demand (mgd)		
		Central	Tartesso West	Total	Central	Tartesso West	Total
Base	2024	6.95	1.55	8.50	12.51	2.79	15.30
1	2025	8.10	1.60	9.71	14.59	2.88	17.47
2	2026	9.26	1.65	10.91	16.67	2.97	19.64
3	2027	10.41	1.70	12.12	18.75	3.06	21.81
4	2028	11.57	1.75	13.32	20.83	3.15	23.98
5	2029	12.72	1.80	14.53	22.91	3.24	26.15
6	2030	13.88	1.85	15.73	24.98	3.33	28.32
7	2031	15.03	1.91	16.95	27.06	3.44	30.50
8	2032	16.19	1.97	18.16	29.14	3.55	32.69
9	2033	17.34	2.03	19.38	31.22	3.66	34.88
10	2034	18.50	2.10	20.59	33.30	3.77	37.07
10-Yr Increase		11.55	0.55	12.10	20.79	0.98	21.77

Source: Buckeye Water Resources Department

Shown below, Figure W17 includes projected well capacity utilization for each service area in 2034. Based on projected maximum day demand and existing firm capacity, projected well capacity deficits include 17.73 mgd in the central service area and 0.18 mgd in the Tartesso West service area.

Figure W17: Projected Well Capacity Utilization

Projected Demand	Central	Tartesso West	Total
Average Day Demand (mgd), 2034	18.50	2.10	20.59
x Max Day Peaking Factor[1]	1.80	1.80	1.80
Max Day Demand (mgd), 2034	33.30	3.77	37.07
Existing Firm Capacity (mgd)	15.57	3.59	19.15
– Max Day Demand (mgd), 2034	(33.30)	(3.77)	(37.07)
Available Capacity (mgd)	(17.73)	(0.18)	(17.92)
÷ Existing Firm Capacity (mgd)	15.57	3.59	19.15
Percent Available Capacity	(113.90%)	(5.10%)	(93.50%)

Source: Buckeye Water Resources Department

1. Buckeye Water Engineering Design Standards, 2020

Water Facilities Costs

The figure shown below includes planned water facilities capital expenditures during the next 10 years.

Figure W18: Water Facilities Costs

Description	Project Type	Fiscal Year	Cost
Farallon Water Campus	CIP	2024-2025	$52,875,000
Jackie Meck Service Area Well 8 (Ventanna Ranch Well 2)	CIP	2024-2026	$5,000,000
Water Resources Operations Center (Water Share)	CIP	2024-2027	$6,150,000
Jackie Meck Water Campus Expansion	CIP	2025-2031	$11,050,000
North Airport Water Campus Expansion	CIP	2024-2026	$7,000,000
Sundnace Well #10	CIP	2027	$5,000,000
Sundnace Water Campus Expansion	CIP	2025-2027	$7,000,000
Farallon WSA Well 4	CIP	2029-2030	$5,000,000
Grandview Well 2	CIP	2031-2032	$5,000,000
Farallon Water Campus Expansion	CIP	2033-2034	$26,000,000
Ventenna Ranch Well 1	Development	2025	$5,000,000
Well TB1	Development	2026	$5,000,000
North Airport Water Campus - AS Expansion	Development	2026	$2,700,000
North Airport Well 3	Development	2026	$5,000,000
Grandview Water Campus	Development	2026-2028	$45,000,000
Grandview Well 1	Development	2026-2028	$5,000,000
Westpark Water Campus	Development	2027-2028	$45,000,000
Water Campus 5	Development	2029-2031	$45,000,000
Shadow Canyon Booster Station	Development	2029	$7,000,000
Well TB2	Development	2030	$5,000,000
North Airport Well 4	Development	2034	$5,000,000
Water Lines	Development	2024-2034	$70,000,000
Development Fee Report	Study Cost	2024-2029	$38,183
Subtotal, Central			$374,813,183
Tartesso Well / Transmission Line Reimbursement	Dev Agreement	2024-2034	$2,729,341
Development Fee Report	Study Cost	2024-2029	$1,657
Subtotal, Tartesso West			$2,730,998
Total			$377,544,181

Source: Buckeye Water Resources Department

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for water facilities development fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Central Service Area

Figure W19 includes infrastructure components and cost factors for water facilities development fees in the central service area. The cost per service unit is $17.53 per gallon.

Water facilities fees for residential development are assessed according to maximum day gallons per housing unit. The fee of $9,536 for a low/medium density unit is calculated using a cost per service unit of $17.53 per gallon multiplied by a demand unit of 544 maximum day gallons per housing unit.

Water facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $16,212 is calculated using a cost per service unit of $17.53 per gallon, multiplied by 544 maximum day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $17.53 per gallon multiplied by maximum day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W19: Water Facilities Development Fees

Fee Component	Cost per Gallon
Well	$7.13
Arsenic Treatment	$1.46
Pump Station	$4.05
Storage Tank	$1.37
Water Campus Land	$0.24
Water Line, ≥ 16"	$3.27
Development Fee Report	$0.01
Total	$17.53

Residential Fees per Unit - Central				
Residential Land Use	Max Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	544	$9,536	$7,675	$1,861
High Density (≥8 DU/Acre)	425	$7,450	n/a	n/a
Age Restricted (≤8 DU/Acre)	340	$5,960	$4,799	$1,161

Nonresidential Fees per Meter - Central					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$9,536	$7,675	$1,861
1.5-inch	Disc	1.7	$16,212	$13,048	$3,164
1.5-inch	Turbine	2.9	$27,655	$22,258	$5,397

Current fees represent Central Buckeye fees.

1. Buckeye Water Resources Department

2. Meters larger than 1.50 inches calculated using $17.53 per gallon multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Tartesso Service Area

Figure W20 includes infrastructure components and cost factors for water facilities development fees in the Tartesso West service area. The cost per service unit is $5.71 per gallon.

Water facilities fees for residential development are assessed according to maximum day gallons per housing unit. The fee of $3,723 for a low/medium density unit is calculated using a cost per service unit of $5.71 per gallon multiplied by a demand unit of 652 maximum day gallons per housing unit.

Water facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $6,329 is calculated using a cost per service unit of $5.71 per gallon, multiplied by 652 maximum day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $5.71 per gallon multiplied by maximum day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W20: Water Facilities Development Fees

Fee Component	Cost per Gallon
Water Facilities Reimbursement	$5.70
Development Fee Report	$0.01
Total	$5.71

Residential Fees per Unit - Tartesso West				
Residential Land Use	Max Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	652	$3,723	$3,717	$6
High Density (≥8 DU/Acre)	509	$2,906	n/a	n/a
Age Restricted (≤8 DU/Acre)	407	$2,324	$2,324	$0

Fees per Meter - Tartesso West					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$3,723	$3,717	$6
1.5-inch	Disc	1.7	$6,329	$6,319	$10
1.5-inch	Turbine	2.9	$10,796	$10,780	$16

Current fees represent Tartesso West fees.

1. Buckeye Water Engineering Design Standards, Section 3-1.202

2. Meters larger than 1.50 inches calculated using $5.71 per gallon multiplied by max day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

WATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure W21 is based on projected maximum day water demand in Figure W16 and the updated water facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue over the next 10 years equals $364,448,700 in the central service area and $2,730,998 in the Tartesso West service area – Buckeye will end collection of water facilities fees in the Tartesso West service area at the time of full reimbursement. Due to existing development agreements, projected development fee revenue may be offset by development fee credits.

Figure W21: Water Facilities Development Fees Revenue

Fee Component	Central	Tartesso West
Water Facilities	$374,775,000	$2,729,341
Development Fee Report	$38,183	$1,657
Total	$374,813,183	$2,730,998

		Central $17.53 per gallon	Tartesso West $5.71 per gallon
Year		MGD	MGD
Base	2024	12.51	2.79
Year 1	2025	14.59	2.88
Year 2	2026	16.67	2.97
Year 3	2027	18.75	3.06
Year 4	2028	20.83	3.15
Year 5	2029	22.91	3.24
Year 6	2030	24.98	3.27
Year 7	2031	27.06	3.27
Year 8	2032	29.14	3.27
Year 9	2033	31.22	3.27
Year 10	2034	33.30	3.27
10-Year Increase		20.79	0.48
Projected Revenue		$364,448,700	$2,730,998

Projected Fee Revenue	$367,179,698
Total Expenditures	$377,544,181

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines the eligible facilities and assets for the Wastewater Facilities IIP:

> *"Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities."*

The Wastewater Facilities IIP includes components for water reclamation facilities (WRF), lift stations, WRF land, collection lines, reclaimed lines, recharge basins, and the cost of preparing the Wastewater Facilities IIP and related Development Fee Report. The plan-based methodology is used for the central and Sundance service areas and the cost recovery methodology is used for the Tartesso West service area.

PROPORTIONATE SHARE

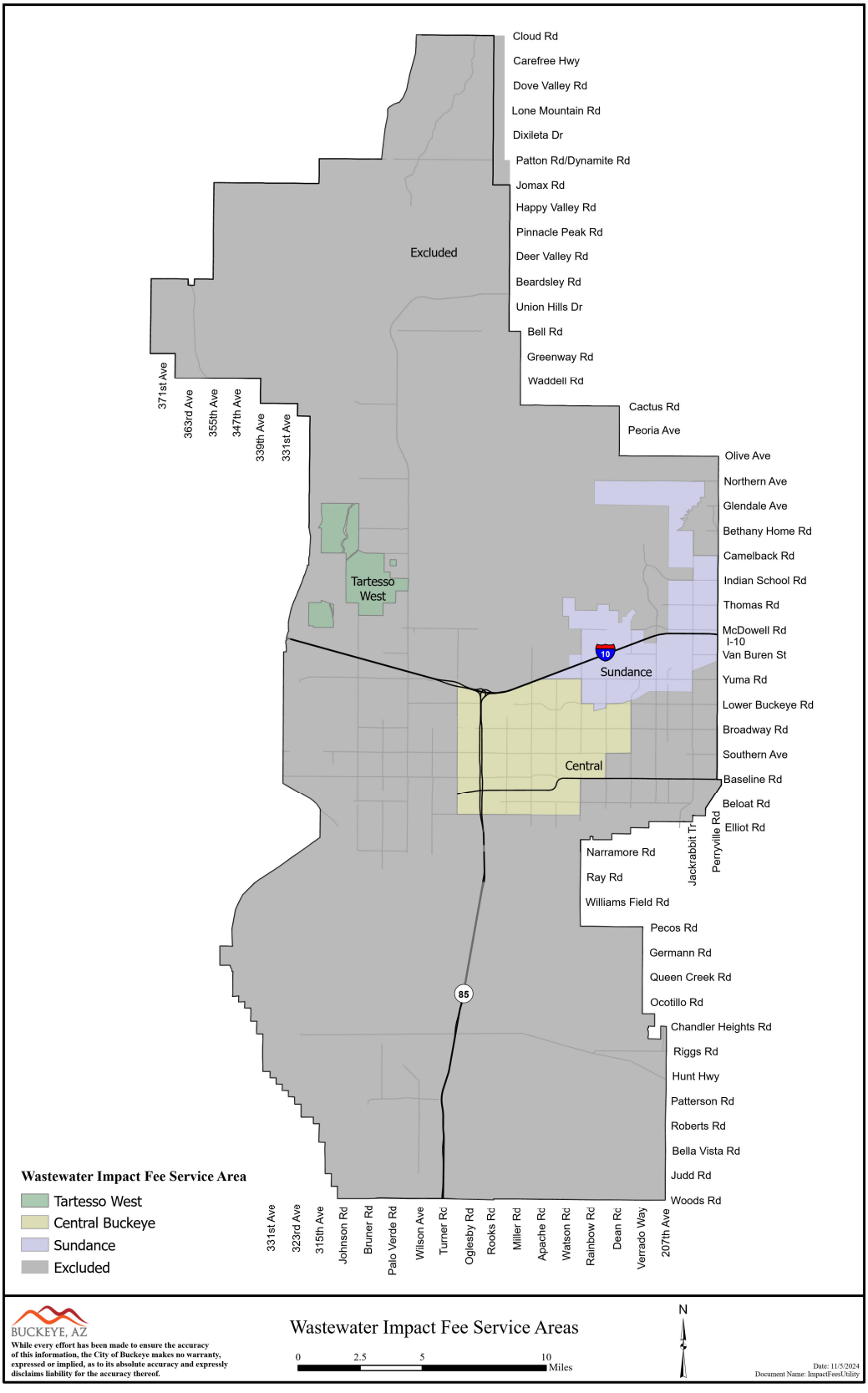
ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Wastewater Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day flow factors.

SERVICE AREA

Buckeye's existing wastewater facilities consist of three separate systems with limited potential for interconnection. As shown in Figure WW1, there are three services areas for the Wastewater Facilities IIP: Central, Sundance, and Tartesso West.

The wastewater service areas are acceptable for these facilities as they are defined as the incorporated area or Buckeye utility service area. Buckeye is not the only wastewater provider within the city limits, and the proposed wastewater service areas do not include areas served by EPCOR.

Figure WW1: Wastewater Facilities Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

According to estimates derived during Buckeye's 2024 Water Resource Master Plan update, average day flow from a single-family unit (low and medium density residential development) equals 173 gallons per unit. As shown below in Figure WW2, average day flow from residential development includes a range from 108 gallons per day for active adult units to 173 gallons per day for low and medium density units. Buckeye's current Gravity Sewer Design Standards include average day flow of 256 gallons for low and medium density residential development, so the updated flow factors shown below represent approximately 68 percent of average day flow as defined in the Gravity Sewer Design Standards.

Figure WW2: Wastewater Flow Factors

Residential Land Use	Dwelling Units per Acre	Persons per Dwelling Unit[1]	Average Day Flow/Person	Average Day Gallons
Low and Medium Density	less than 8	3.20	54	173
High Density (includes apartments)	8 or more	2.50	54	135
Active Adult	max 8	2.00	54	108

Source: Buckeye Water Resources Department, 2023

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202

Figure WW3 includes the flow factors for residential and nonresidential land uses. Future development in the central and Sundance service areas will use the updated flow factors discussed on the previous page. Since Tartesso West uses development fees to recover costs of existing infrastructure, and the current repayment calculation uses flow factors from the existing Gravity Sewer Design Standards, future development in the Tartesso West service area will continue using the Gravity Sewer Design Standards flow factors shown below. For residential development, the table displays average day gallons per housing unit. For nonresidential development, the table displays average day gallons per meter by size. For meters larger than 1.5 inches, average day flow is calculated from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Figure WW3: Ratio of Service Unit to Development Unit

Residential Flow per Housing Unit			
Residential Land Use	Demand Unit (Gallons)	Central / Sundance	Tartesso West[1]
Low/Med Density (<8 DU/Acre)	Avg Day	173	256
High Density (≥8 DU/Acre)	Avg Day	135	200
Age Restricted (≤8 DU/Acre)	Avg Day	108	160

Nonresidential Flow per Meter				
Meter Type and Size	Capacity Ratio	Demand Unit (Gallons)	Central / Sundance	Tartesso West[1]
Disc 1.0"	1.0	Avg Day	173	256
Disc 1.5"	1.7	Avg Day	294	435
Turbine 1.5"	2.9	Avg Day	502	742

Source: Buckeye Water Resources Department

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Flow

According to Water Resources Department estimates, 2024 average day flow equals 9.20 million gallons per day (mgd). Average day flow is 2.25 mgd in the central service area, 1.90 mgd in the Sundance service area, and 0.63 mgd in the Tartesso service area.

Figure WW4: Existing Flow

Existing Flow	Central	Sundance	Tartesso West	Total
Existing Capacity (mgd)	4.50	3.50	1.20	9.20
– Average Day Flow (mgd), 2024	(2.25)	(1.90)	(0.63)	(4.77)
Available Capacity (mgd)	2.25	1.61	0.57	4.43
÷ Existing Capacity (mgd)	4.50	3.50	1.20	9.20
Percent Available Capacity	50.00%	45.90%	47.60%	48.10%

Source: Buckeye Water Resources Department

System Components

Level of service (LOS) generally refers to the ratio of capacity to demand. One of the principles of development fee analysis is that future development should not be required to pay for a higher LOS than existing development currently receives. Consequently, it is important to determine the existing LOS.

For wastewater facilities, water reclamation facility (WRF) treatment capacity is generally used as reflective of the capacity of the entire wastewater system. However, some components of the system may have more capacity or less capacity than needed for full utilization of treatment facilities. The existing wastewater system consists of WRFs, lift stations, WRF land, collection lines greater than or equal to 15 inches that form the collection system grid, reclaimed lines, and recharge basins. Figure WW5 includes a summary of wastewater system components by service area.

Figure WW5: System Components

Existing Quantity					
System Component	Unit	Central	Sundance	Tartesso West	Total
WRFs, < 5 mgd	mgd	4.5	3.5	1.2	9.2
Lift Stations	mgd	1.5	2.8	0.0	4.3
WRF Land	acres	52.0	5.4	44.0	101.4
Collection Lines, ≥ 15"	lin. ft.	105,219.0	22,619.8	35,769.0	163,607.8
Reclaimed Lines	lin. ft.	1,216.0	0.0	0.0	1,216.0
Recharge Basins	acres	0.0	0.0	2.0	2.0

Source: Buckeye Water Resources Department

Level of Service

The Central and Sundance service areas provide the most developed wastewater systems, while the Tartesso West service area has a smaller system. Figure WW6 shows existing quantities for wastewater system components in each service area and a comparison of system component quantities per mgd of WRF capacity.

Figure WW6: Existing Level of Service

		Existing Quantity			Quantity per WRF mgd		
System Component	Unit	Central	Sundance	Tartesso West	Central	Sundance	Tartesso West
WRFs, < 5 mgd	mgd	4.5	3.5	1.2	1.0	1.0	1.0
Lift Stations	mgd	1.5	2.8	0.0	0.3	0.8	0.0
WRF Land	acres	52.0	5.4	44.0	11.6	1.5	36.7
Collection Lines, ≥ 15"	lin. ft.	105,219.0	22,619.8	35,769.0	23,382.0	6,462.8	29,807.5
Reclaimed Lines	lin. ft.	1,216.0	0.0	0.0	270.2	0.0	0.0
Recharge Basins	acres	0.0	0.0	2.0	0.0	0.0	1.7

Source: Buckeye Water Resources Department

Cost Factors

Buckeye's Water Resources Department provided unit costs for wastewater system components based on recent and planned construction costs.

Figure WW7: Cost Factors

System Component	Unit	Unit Cost
WRFs, < 5 mgd	mgd	$25,000,000
Lift Stations	mgd	$1,500,000
WRF Land	acres	$60,000
Collection Lines, ≥ 15"	lin. ft.	$760
Reclaimed Lines	lin. ft.	$760
Recharge Basins	acres	$60,000

Source: Buckeye Water Resources Department

System Value

This section includes the system value for each service area based on existing wastewater system components shown in Figure WW6 and unit costs shown in Figure WW7.

Central Service Area

Existing wastewater facilities in the central service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing wastewater system value in the central service area equals $198,760,600.

Figure WW8: System Value

Central				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	4.5	$25,000,000	$112,500,000
Lift Stations	mgd	1.5	$1,500,000	$2,250,000
WRF Land	acres	52.0	$60,000	$3,120,000
Collection Lines, ≥ 15"	lin. ft.	105,219.0	$760	$79,966,440
Reclaimed Lines	lin. ft.	1,216.0	$760	$924,160
Recharge Basins	acres	0.0	$60,000	$0
Total				$198,760,600

Source: Buckeye Water Resources Department

Sundance Service Area

Existing wastewater facilities in the Sundance service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing system value in the Sundance service area equals $109,212,010.

Figure WW9: System Value

Sundance				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	3.5	$25,000,000	$87,500,000
Lift Stations	mgd	2.8	$1,500,000	$4,200,000
WRF Land	acres	5.4	$60,000	$321,000
Collection Lines, ≥ 15"	lin. ft.	22,619.8	$760	$17,191,010
Reclaimed Lines	lin. ft.	0.0	$760	$0
Recharge Basins	acres	0.0	$60,000	$0
Total				$109,212,010

Source: Buckeye Water Resources Department

Tartesso West Service Area

Existing wastewater facilities in the Tartesso West service area are summarized below, and unit costs for system components are based on recent and planned construction costs provided by Water Resources Department staff. The existing system value in the Tartesso West service area equals $59,944,440.

Figure WW10: System Value

Tartesso West				
System Component	Unit	Existing	Unit Cost	System Value
WRFs, < 5 mgd	mgd	1.2	$25,000,000	$30,000,000
Lift Stations	mgd	0.0	$1,500,000	$0
WRF Land	acres	44.0	$60,000	$2,640,000
Collection Lines, ≥ 15"	lin. ft.	35,769.0	$760	$27,184,440
Reclaimed Lines	lin. ft.	0.0	$760	$0
Recharge Basins	acres	2.0	$60,000	$120,000
Total				$59,944,440

Source: Buckeye Water Resources Department

Central – Plan-Based

Shown below, the analysis divides system value by WRF capacity to calculate the cost per gallon of wastewater facilities. The cost is $44.17 per gallon in the central service area, and Buckeye will use wastewater facilities development fees to construct growth-related water facilities in the central service area.

Figure WW11: Cost per Gallon

Central			
System Component	System Value	WRF Capacity (mgd)	Cost per Gallon
WRFs, < 5 mgd	$112,500,000	4.50	$25.00
Lift Stations	$2,250,000	4.50	$0.50
WRF Land	$3,120,000	4.50	$0.69
Collection Lines, ≥ 15"	$79,966,440	4.50	$17.77
Reclaimed Lines	$924,160	4.50	$0.21
Recharge Basins	$0	4.50	$0.00
Total	$198,760,600		$44.17

Sundance – Plan-Based

Shown below, the analysis divides system value by WRF capacity to calculate the cost per gallon of wastewater facilities. The cost is $31.20 per gallon in the Sundance service area, and Buckeye will use wastewater facilities development fees to construct growth-related water facilities in the Sundance service area.

Figure WW12: Cost per Gallon

Sundance			
System Component	System Value	WRF Capacity (mgd)	Cost per Gallon
WRFs, < 5 mgd	$87,500,000	3.50	$25.00
Lift Stations	$4,200,000	3.50	$1.20
WRF Land	$321,000	3.50	$0.09
Collection Lines, ≥ 15"	$17,191,010	3.50	$4.91
Reclaimed Lines	$0	3.50	$0.00
Recharge Basins	$0	3.50	$0.00
Total	$109,212,010		$31.20

Tartesso West – Cost Recovery

Buckeye currently collects wastewater facilities development fees in the Tartesso West service area to reimburse the developer for costs related to the existing wastewater facilities. The remaining cost of these wastewater facilities is $5,668,690, and available WRF capacity is 0.19 mgd. The cost is $29.96 per gallon in the Tartesso West service area, and Buckeye will use wastewater facilities development fees to reimburse the developer for existing wastewater facilities in the Tartesso West service area.

Figure WW13: Cost per Gallon

Tartesso West			
System Component	Remaining Cost	Available Capacity (mgd)	Cost per Gallon
Wastewater Facilities	$5,668,690	0.19	$29.96
Total	$5,668,690		$29.96

Development Fee Report – Plan-Based

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report equals $33,640. Buckeye plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future average day wastewater flow, the cost is $0.01 per gallon.

Figure WW14: Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS § 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

ARS § 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Projected Flow

Shown below, Figure WW15 includes projections of average day flow over the next 10 years. Based on projections provided by Buckeye's Water Resources Department, future development generates additional average day flow of 4.57 mgd over the next 10 years. This includes 2.37 mgd in the central service area, 1.57 mgd in the Sundance service area, and 0.63 mgd in the Tartesso West service area.

Figure WW15: Projected Flow

Year		Average Day Flow (mgd)			
		Central	Sundance	Tartesso	Total
Base	2024	2.25	1.90	0.63	4.77
1	2025	2.49	2.05	0.69	5.23
2	2026	2.72	2.21	0.75	5.69
3	2027	2.96	2.37	0.82	6.14
4	2028	3.20	2.52	0.88	6.60
5	2029	3.43	2.68	0.94	7.06
6	2030	3.67	2.84	1.01	7.52
7	2031	3.91	3.00	1.07	7.97
8	2032	4.14	3.15	1.13	8.43
9	2033	4.38	3.31	1.19	8.89
10	2034	4.62	3.47	1.26	9.34
10-Yr Increase		2.37	1.57	0.63	4.57

Source: Buckeye Water Resources Department

Shown below, Figure WW16 includes projected WRF capacity utilization for each service area in 2034. Based on projected average day flow and existing capacity, projected WRF capacity utilization includes a deficit of 0.12 mgd of capacity in the central service area, excess of 0.03 mgd of capacity in the Sundance service area, and a deficit of 0.06 mgd in the Tartesso service area.

Figure WW16: Projected WRF Capacity Utilization

Projected Flow	Central	Sundance	Tartesso West	Total
Existing Capacity (mgd)	4.50	3.50	1.20	9.20
– Average Day Flow (mgd), 2034	(4.62)	(3.47)	(1.26)	(9.34)
Available Capacity (mgd)	(0.12)	0.03	(0.06)	(0.14)
÷ Existing Capacity (mgd)	4.50	3.50	1.20	9.20
Percent Available Capacity	(2.60%)	0.90%	(4.80%)	(1.60%)

Source: Buckeye Water Resources Department

Wastewater Facilities Costs

The figure shown below includes planned capital expenditures during the next 10 years.

Figure WW17: Wastewater Facilities Costs

Description	Project Type	Fiscal Year	Cost
Central Water Reclamation Facility Expansion (1.5 MGD)	CIP	2025-2029	$37,500,000
Water Resource Operations Facility (Wastewater Share)	CIP	2024-2027	$6,150,000
Central WRF Effluent Management	CIP	2026-2034	$65,000,000
Turner Road Lift Station	Development	2025	$1,500,000
Development Fee Report	Study Cost	2024-2029	$17,437
Subtotal, Central			$110,167,437
Sundance Water Reclamation Facility Expansion	CIP	2026-2030	$27,000,000
Sundance Reimbursement	Dev Agreement	2024-2034	$35,133,058
Development Fee Report	Study Cost	2024-2029	$11,579
Subtotal, Sundance			$62,144,637
Tartesso West Water Reclamation Facility Reimbursement	Dev Agreement	2024-2034	$5,668,690
Development Fee Report	Study Cost	2024-2029	$4,624
Subtotal, Tartesso West			$5,673,314
Total			$177,985,388

Source: Buckeye Water Resources Department

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Central Service Area

Figure WW18 includes infrastructure components and cost factors for wastewater facilities development fees in the central service area. The cost per service unit is $43.49 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $7,524 for a low/medium density unit is calculated using a cost per service unit of $43.49 per gallon multiplied by a demand unit of 173 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $12,790 is calculated using a cost per service unit of $43.49 per gallon, multiplied by 173 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $43.49 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW18: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
WRF	$25.00
Lift Station	$0.50
WRF Land	$0.00
Collection Line, ≥ 15"	$17.77
Reclaimed Line	$0.21
Recharge Basin	$0.00
Development Fee Report	$0.01
Total	$43.49

Residential Fees per Unit - Central				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	173	$7,524	$4,214	$3,310
High Density (≥8 DU/Acre)	135	$5,871	n/a	n/a
Age Restricted (≤8 DU/Acre)	108	$4,697	$2,634	$2,063

Nonresidential Fees per Meter - Central					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$7,524	$4,214	$3,310
1.5-inch	Disc	1.7	$12,790	$7,163	$5,627
1.5-inch	Turbine	2.9	$21,819	$12,219	$9,600

Current Fees represent Central Buckeye fees.

1. Buckeye Water Resources Department

2. Meters larger than 1.50 inches calculated using $43.49 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Sundance Service Area

Figure WW19 includes infrastructure components and cost factors for wastewater facilities development fees in the Sundance service area. The cost per service unit is $31.21 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $5,399 for a low/medium density unit is calculated using a cost per service unit of $31.21 per gallon multiplied by a demand unit of 173 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $9,179 is calculated using a cost per service unit of $31.21 per gallon, multiplied by 173 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $31.21 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW19: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
WRF	$25.00
Lift Station	$1.20
WRF Land	$0.09
Collection Line, ≥ 15"	$4.91
Reclaimed Line	$0.00
Recharge Basin	$0.00
Development Fee Report	$0.01
Total	$31.21

Residential Fees per Unit - Sundance				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	173	$5,399	$5,915	($516)
High Density (≥8 DU/Acre)	135	$4,213	n/a	n/a
Age Restricted (≤8 DU/Acre)	108	$3,371	$3,697	($326)

Nonresidential Fees per Meter - Sundance					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$5,399	$5,915	($516)
1.5-inch	Disc	1.7	$9,179	$10,056	($877)
1.5-inch	Turbine	2.9	$15,658	$17,154	($1,496)

1. Buckeye Water Resources Department
2. Meters larger than 1.50 inches calculated using $31.21 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Tartesso West Service Area

Figure WW20 includes infrastructure components and cost factors for wastewater facilities development fees in the Tartesso West service area. The cost per service unit is $29.97 per gallon.

Wastewater facilities fees for residential development are assessed according to average day gallons per housing unit. The fee of $7,672 for a low/medium density unit is calculated using a cost per service unit of $29.97 per gallon multiplied by a demand unit of 256 average day gallons per housing unit.

Wastewater facilities fees are assessed to nonresidential development according to meter size and type. The base 1.0-inch meter is equivalent to a low/medium density unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in Buckeye's Water Engineering Design Standards. The 1.5-inch disc meter fee of $13,043 is calculated using a cost per service unit of $29.97 per gallon, multiplied by 256 average day gallons, multiplied by a capacity ratio of 1.7. For meters larger than 1.5 inches, the fee is calculated using a cost per service unit of $29.97 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater demand.

Figure WW20: Wastewater Facilities Development Fees

Fee Component	Cost per Gallon
Wastewater Facilities	$29.96
Development Fee Report	$0.01
Total	$29.97

Residential Fees per Unit - Tartesso West				
Residential Land Use	Average Day Gallons[1]	Proposed Fees	Current Fees	Difference
Low/Med Density (<8 DU/Acre)	256	$7,672	$7,670	$2
High Density (≥8 DU/Acre)	200	$5,994	n/a	n/a
Age Restricted (≤8 DU/Acre)	160	$4,795	$4,794	$1

Nonresidential Fees per Meter - Tartesso West					
Meter Size	Meter Type	Capacity Ratio[1]	Proposed Fees[2]	Current Fees	Difference
1.0-inch	Disc	1.0	$7,672	$7,670	$2
1.5-inch	Disc	1.7	$13,043	$13,040	$3
1.5-inch	Turbine	2.9	$22,250	$22,244	$6

1. Buckeye Gravity Sewer Design Standards, Section 4-1.202
2. Meters larger than 1.50 inches calculated using $29.97 per gallon multiplied by average day gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure WW21 is based on projected average day water flow in Figure WW15 and the updated wastewater facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue over the next 10 years equals $103,037,921 in the central service area, $49,103,919 in the Sundance service area, and $5,673,314 in the Tartesso West service area – Buckeye will end collection of wastewater facilities fees in the Tartesso West service area at the time of full reimbursement. Due to existing development agreements, projected development fee revenue may be offset by development fee credits.

Figure WW21: Wastewater Facilities Development Fees Revenue

Fee Component	Central	Sundance	Tartesso West
Wastewater Facilities	$110,150,000	$62,133,058	$5,668,690
Development Fee Report	$17,437	$11,579	$4,624
Total	$110,167,437	$62,144,637	$5,673,314

Year		Central $43.49 per gallon	Sundance $31.21 per gallon	Tartesso West $29.97 per gallon
		MGD	MGD	MGD
Base	2023	2.25	1.90	0.63
Year 1	2024	2.49	2.05	0.69
Year 2	2025	2.72	2.21	0.75
Year 3	2026	2.96	2.37	0.82
Year 4	2027	3.20	2.52	0.82
Year 5	2028	3.43	2.68	0.82
Year 6	2029	3.67	2.84	0.82
Year 7	2030	3.91	3.00	0.82
Year 8	2031	4.14	3.15	0.82
Year 9	2032	4.38	3.31	0.82
Year 10	2033	4.62	3.47	0.82
10-Year Increase		2.37	1.57	0.19
Projected Revenue		$103,037,921	$49,103,919	$5,673,314

Projected Fee Revenue	$157,815,155
Total Expenditures	$177,985,388

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

> *"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."*

ARS § 9-463.05(B)(12) states,

> *"The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."*

REVENUE PROJECTIONS

Buckeye does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, Buckeye provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. These funds are available for capital investments; however, the City of Buckeye directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

NOTE TO STAFF: WE NEED DEVELOP THIS BEFORE STARTING THE DEVELOPMENT FEE ADOPTION PROCESS.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience".

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$27,500	Residential	82%	Population	45,138	$0.50
		Nonresidential	18%	Jobs	11,709	$0.42
Library	$9,000	Residential	98%	Population	35,466	$0.25
		Nonresidential	2%	Jobs	11,709	$0.02
Parks and Recreational	$18,400	Residential	98%	Population	35,466	$0.51
		Nonresidential	2%	Jobs	11,709	$0.03
Police	$27,500	Residential	83%	Population	45,138	$0.51
		Nonresidential	17%	Vehicle Trips	47,030	$0.10
Street	$27,500	All Development	100%	VMT	631,502	$0.04
Water	$39,840	All Development	100%	Max Day Gallons	10,846,001	$0.01
Wastewater	$33,640	All Development	100%	Avg Day Gallons	2,285,458	$0.01
Total	$183,380					

RESOLUTION NO. 77-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN AND ADOPTING A NOTICE OF INTENT TO ASSESS DEVELOPMENT FEES IN COMPLIANCE WITH STATE LAW.

WHEREAS, Arizona's enabling legislation for development fees, A.R.S. § 9-463.05 (the "Development Fee Statute") requires the City to produce three integrated documents prior to assessing development fees: (i) Land Use Assumptions ("LUA"), (ii) an Infrastructure Improvements Plan ("IIP"), and (iii) a Development Fee study based upon the LUA/IIP. The Development Fee Statute also requires a two-phase adoption process, whereby the LUA and IIP are reviewed, refined and adopted before the Development Fee Study is addressed; and

WHEREAS, in accordance with the Development Fee Statute, the LUA and IIP were released to the public, and the City Council held a public hearing on October 15, 2024 to receive public comment on the LUA/IIP; and

WHEREAS, the City Council desires to (i) conclude the first phase of the development fee adoption process by approving the IIP and LUA and (ii) initiate the second phase by issuing a notice of intent to assess development fees.

BE IT RESOLVED by the Mayor and Council of the City of Buckeye as follows:

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

Section 2. The Land Use Assumptions and Infrastructure Improvements Plan are hereby adopted in substantially the form and substance on file in the office of the City Clerk.

Section 3. The City Council hereby gives notice of its intent to assess development fees and directs the City Manager or his authorized designee to: (i) release to the public and post on the City's website the adopted LUA/IIP, in substantially the form and substance on file in the office of the City Clerk, and (ii) set a public hearing on the proposed development fees in accordance with applicable law.

Section 4. The Mayor, the City Manager, the City Attorney, and the City Clerk are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of November, 2024.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAPUj6733ARyVRG8FporPygHEkwnO49X_N

City of Buckeye Finance Department

Public Hearing on Proposed Development Impact Fees

January 7, 2025

BUCKEYE, AZ
buckeyeaz.gov

Public Hearing: Development Impact Fee

Process to date

• Notice of Public Hearing/Advertisement	✓	August 1, 2024
• Stakeholder Outreach	✓	October 2023-Octob
• Public Hearing of LUA and IIP	✓	October 15, 2024
• Adoption of LUA and IIP	✓	November 19, 2024
• Notice of Intent	✓	November 20, 2024
• Public Hearing Development Fee	✓	January 7, 2025

Public Hearing: Fee Comparison

Single Family Residential – South/Central service area

Category	Proposed	1st Draft	Current	% Change	$$
Fire	$1,762	$1,769	$1,060	66.23%	
Library	$605	$738	$289	109.34%	
Parks	$3,119	$3,397	$1,915	62.87%	
Police	$1,657	$1,659	$842	96.79%	
Streets	$1,597	$1,804	$300	432.33%	
Total Non-Utilities	**$8,740**	**$9,367**	**$4,406**	**98.37%**	
Water	$9,536	$14,709	$7,675	24.25%	
Wastewater	$7,524	$11,310	$4,214	78.55%	
Total Utilities	**$17,060**	**$26,019**	**$11,889**	**43.49%**	
Total Impact Fees	**$25,800**	**$35,386**	**$16,295**	**58.33%**	

Public Hearing: Development Impact fee

Proposed Non-Utility Development Fees

Residential Fees per Unit

Development Type	Fire	Library North/ South	Parks and Recreational North	Parks and Recreational South	Police	Street - Arterial	Stree ROW
Low/Med Density (<8 DU/Acre)	$1,762	$605	$1,655	$3,119	$1,657	$1,597	$52
High Density (≥8 DU/Acre)	$1,376	$472	$1,293	$2,437	$1,295	$1,142	$37
Age Restricted (≤8 DU/Acre)	$1,101	$378	$1,034	$1,950	$1,036	$730	$24

Public Hearing: Development Impact fee

Proposed Non-Utility Development Fees

Nonresidential Fees per 1,000 Square Feet

Development Type	Fire	Library North/ South	Parks and Recreational North	Parks and Recreational South	Police	Street - Arterial	Stree ROV
Industrial	$239	$9	$27	$41	$172	$141	
Commercial	$1,502	$53	$172	$257	$2,444	$2,072	$
Office & Other Services	$2,302	$82	$263	$393	$1,085	$895	$
Institutional	$2,144	$76	$245	$366	$1,491	$1,231	$

Public Hearing: Development Impact fee

Proposed Water Development Fees

Current Methodology: Fees assessed per meter and based on size and typ

Proposed Methodology: Residential Development Fees assessed per dwe

Nonresidential Development: Fees assessed per meter less than 1 ½ inch

- Based on size and type

For Meters Larger than 1 ½ inch: Fees calculated using:

1. Cost per gallon (service area-specific)
2. Max day water demand from:
   - City of Buckeye Engineering Standards
   - Submitted water studies
   - Other estimated water demand

Why the Change?

- Better alignment of fees with actual costs and water demand

BUCKEYE, AZ

Public Hearing: Development Impact fee

Proposed Water Development Fees

Residential Fees per Unit

Residential Land Use	Central
Low/Med Density (<8 DU/Acre)	$9,536
High Density (≥8 DU/Acre)	$7,450
Age Restricted (≤8 DU/Acre)	$5,960

Nonresidential Fees per Met

Meter Size	Meter Type	Cer
1.0 inch	Disc	$
1 ½ inch	Disc	$1
1 ½ inch	Turbine	$2
>1 ½ inch*	Cost per Gallon	$

* Meters larger than 1 1/2 inch calculated using cost per gallon for related service area multiplied by ma
(1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estimated water dem

Public Hearing: Development Impact fee

Proposed Wastewater Development Fees

Residential Fees per Unit

Residential Land Use	Central	Sundance
Low/Med Density (<8 DU/Acre)	$7,524	$5,399
High Density (≥8 DU/Acre)	$5,871	$4,213
Age Restricted (≤8 DU/Acre)	$4,697	$3,371

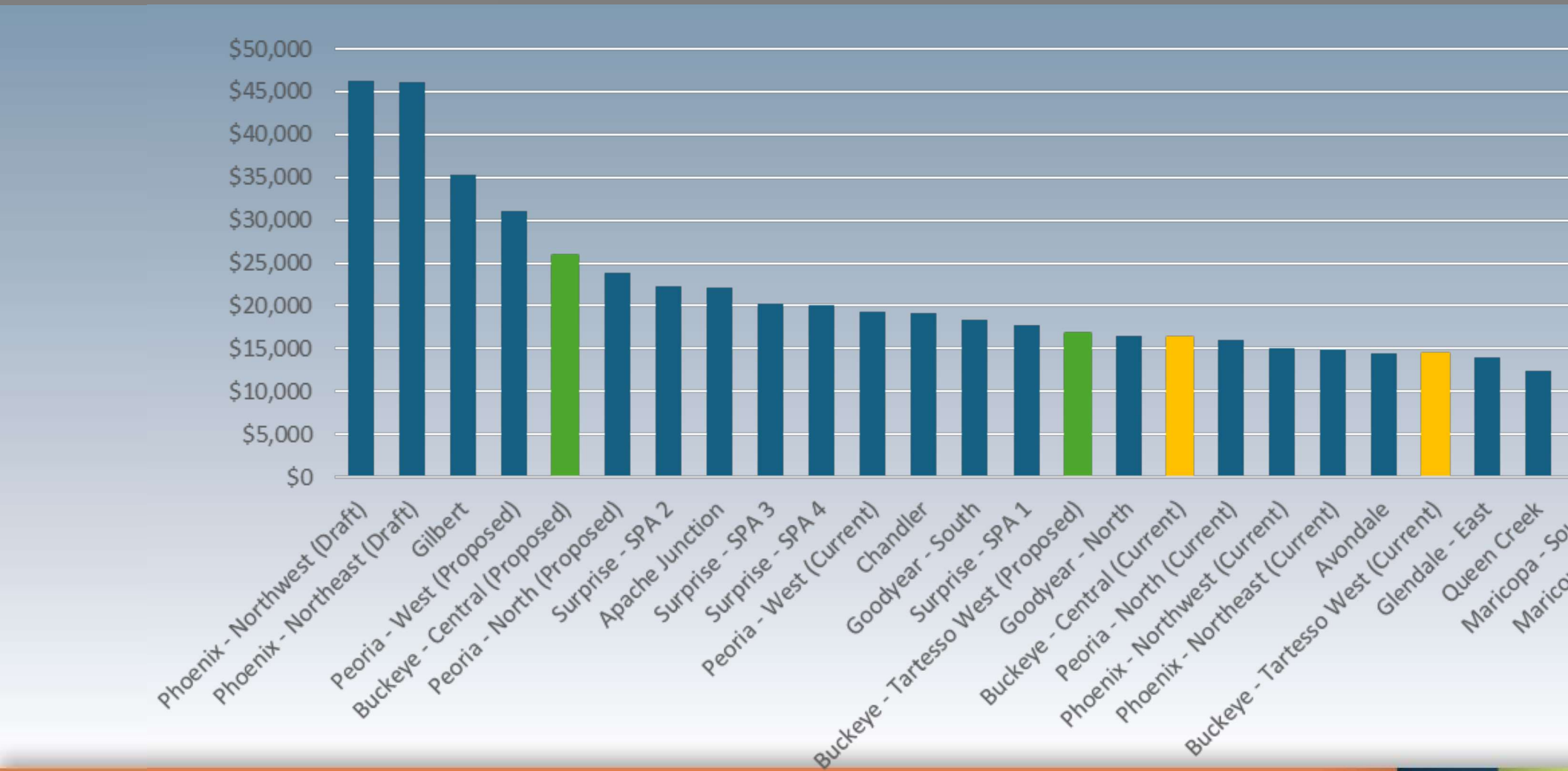
Nonresidential Fees per M

Meter Size	Meter Type	Central
1.0 inch	Disc	$7,524
1 1/2 inch	Disc	$12,790
1 1/2 inch	Turbine	$21,819
>1 1/2 inch*	Cost per Gallon	$43.49

* Meters larger than 1 1/2 inch calculated using cost per gallon for related service area multiplied by
gallons from (1) City of Buckeye Engineering Standards, (2) a submitted water study, or (3) other estin
flow.

Public Hearing: Development Impact Fee

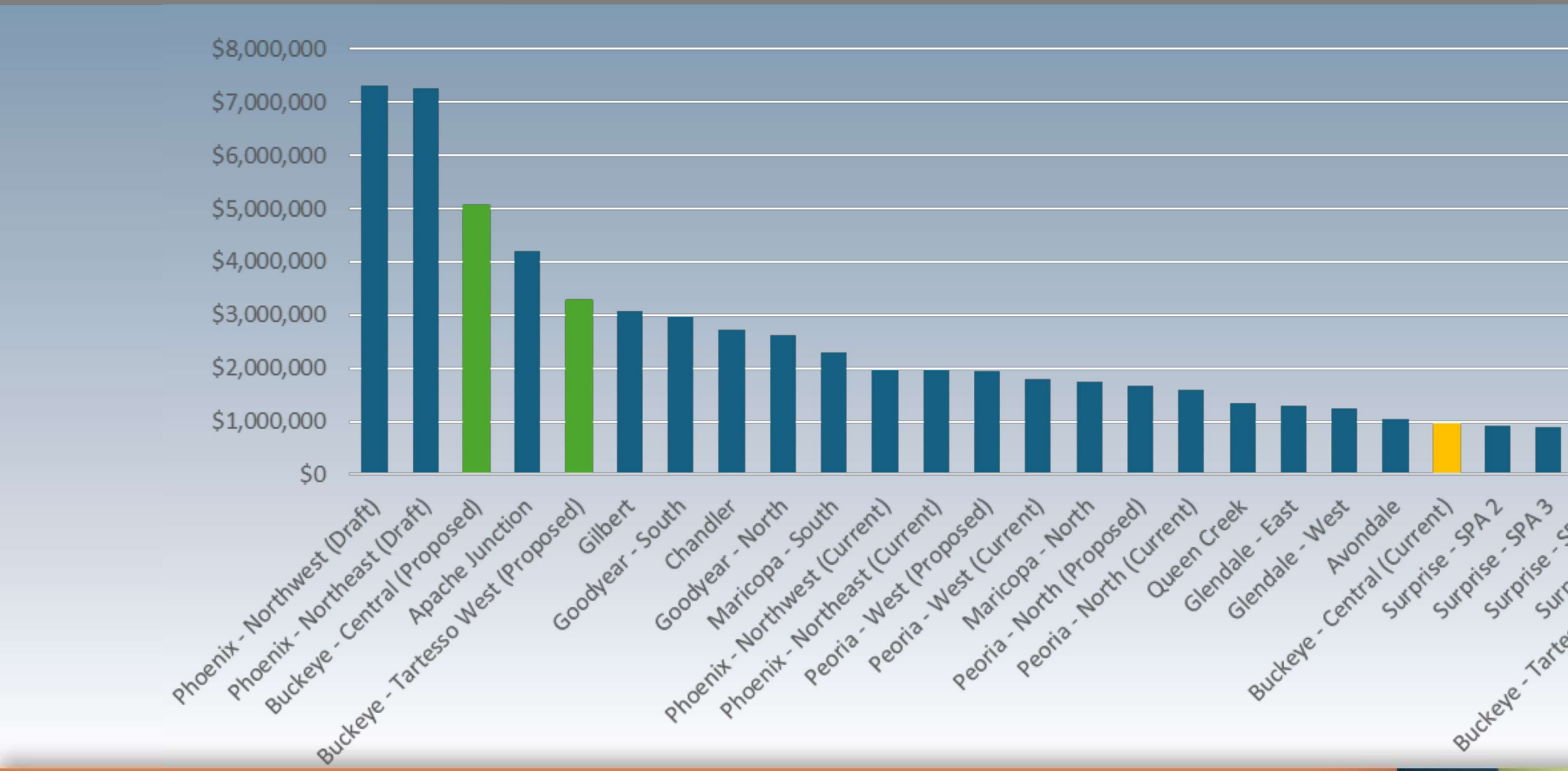
Single Family Residential Comparison



BUCKEYE, AZ

Public Hearing: Development Impact Fee

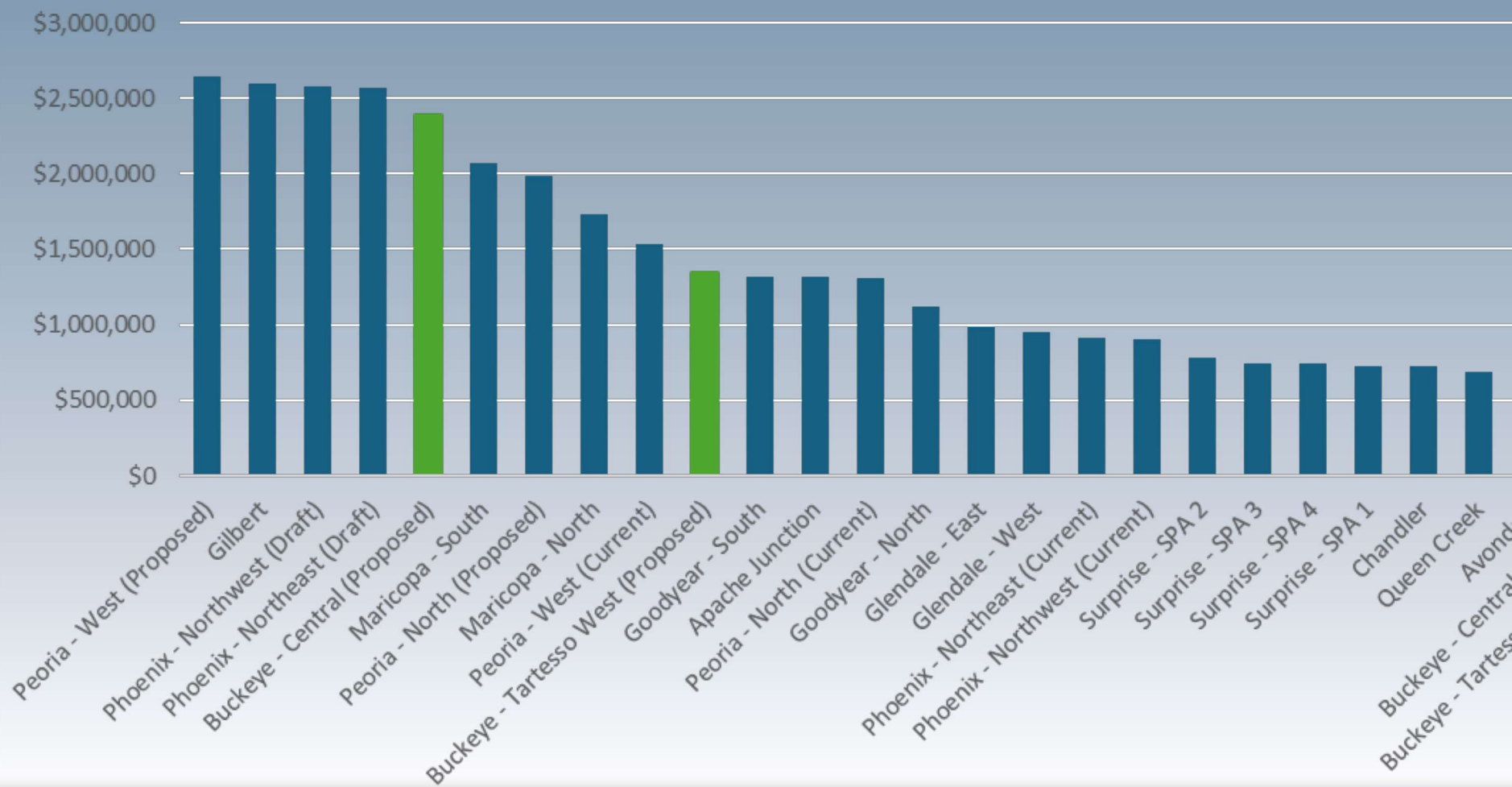
Multi-Family Residential Comparison: 252 Units



BUCKEYE, AZ

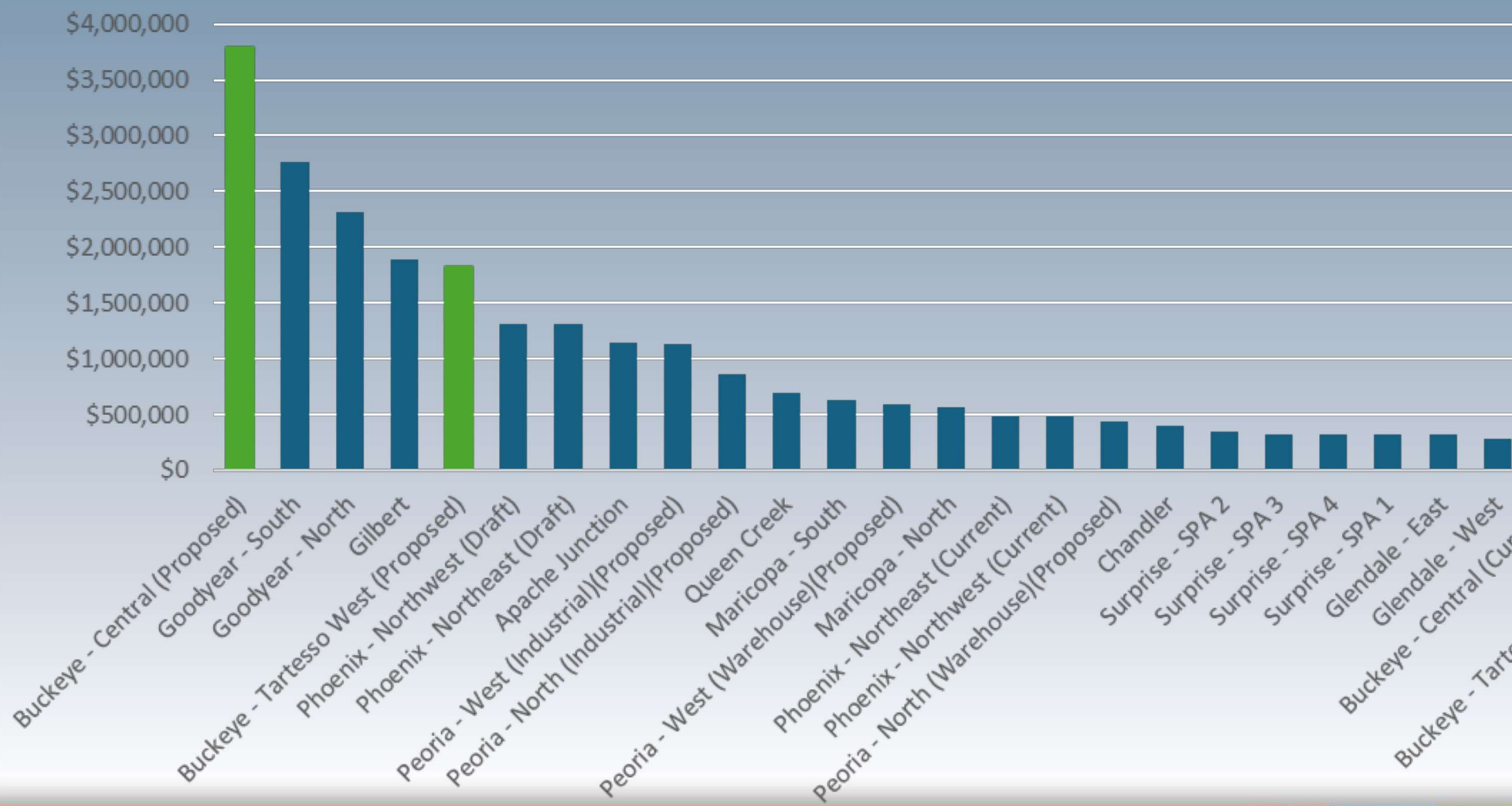
Public Hearing: Development Impact Fee

Commercial Comparison: 123,000 Sq. Ft.



Public Hearing: Development Impact Fee

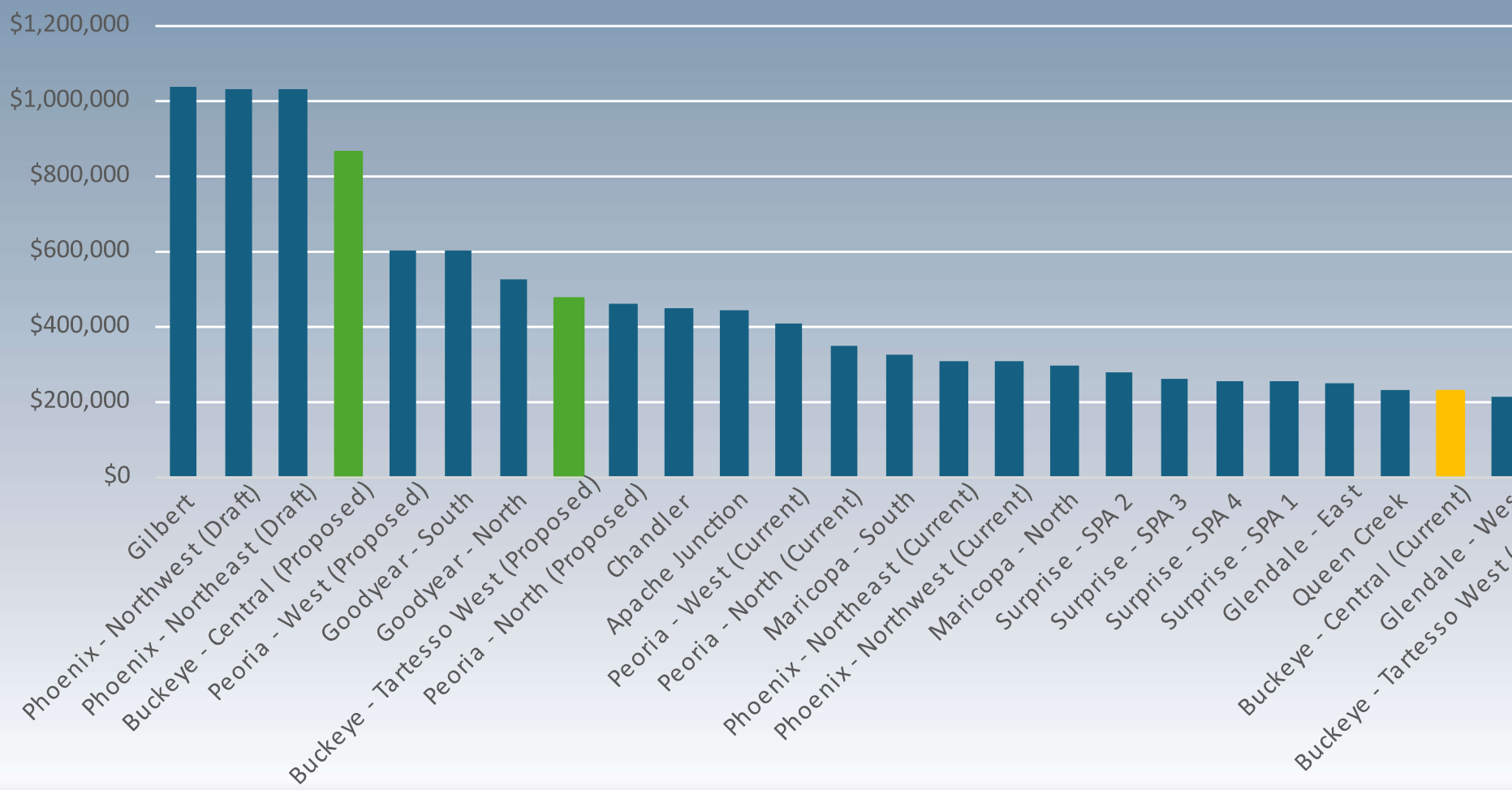
Industrial Comparison: 261,000 Sq. Ft.



BUCKEYE, AZ

Public Hearing: Development Impact Fee

Office Comparison: 62,500 Sq. Ft.



BUCKEYE, AZ

Adoption Timeline

Development Fee Adoption

- Adoption of Development Fees ➢ February 18, 20
- Effective date of Fees ➢ May 5, 2025

BUCKEYE, AZ

Public Hearing: Development Impact fee

Conduct Public Hearing

Questions?

BUCKEYE, AZ

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 5.B. COMM - 2025 Legislative Priorities
DATE PREPARED: 01/02/25	**DISTRICT NO.:** Citywide
STAFF LIAISON: John Raeder, Intergovernmental Relations Deputy Director, jraeder@buckeyeaz.gov, (623) 204-8177	
DEPARTMENT: Marketing & Communications	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the City of Buckeye 2025 Legislative Priorities.

SUMMARY

PROJECT DESCRIPTION:
At the start of each legislative session, staff seeks Council approval of the Legislative Priorities, which outlines the city's state and federal focus areas and guides government relations activities. The priorities emphasize protecting local decision-making authority in critical areas such as water resources, local revenue, transportation and aviation, housing, and economic development.

Throughout the year, staff will provide updates on the Legislative Priorities, as well as other legislative issues ('Other Legislation') that may impact Buckeye and/or the region. Should Other Legislation be introduced that potentially affects the city, staff may return to Council for further direction.

BENEFITS:
Provides staff guidance and authority to rapidly respond to proposed bills and/or other legislative issues.

FUTURE ACTION:
NA

FINANCIAL IMPACT STATEMENT:
NA

CURRENT FISCAL YEAR TOTAL COST:
NA

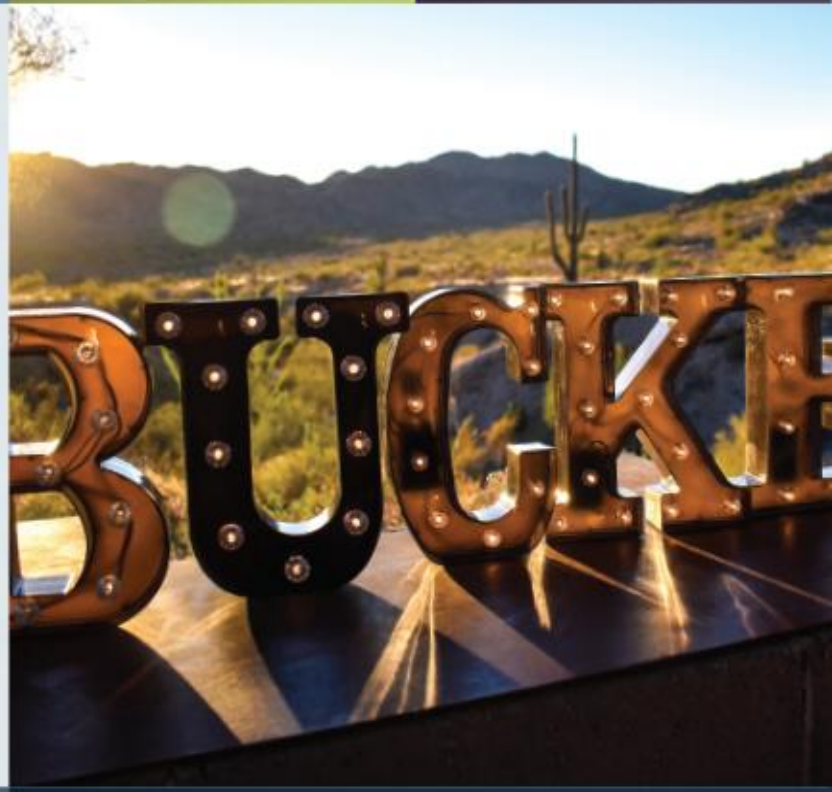
BUDGETED:
Yes

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Council Presentation_2025 Legislative Priorities.pdf
2025 Legislative Priorities.pdf

CITY OF BUCKEYE

Legislative Priorities

JANUARY 7, 2025



BUCKEYE, AZ

buckeyeaz.gov

Intergovernmental Relations

Coordinate state and federal legislative activities

Advocate for the City's interests and work to resolve issues with external stakeholders

Intergovernmental Relations

Regional Collaboration

League of Arizona Cities and Towns

MARICOPA ASSOCIATION of GOVERNMENTS

VALLEY METRO

LUKE FORWARD
TO SERVE THOSE WHO SERVE US

WESTMARC

Greater Phoenix Economic Council

2024 Session Review

Bills & Resolutions Introduced: 1,798

Bills Signed: 259

Bills Vetoed: 73 (143 in 2023)

The Good – Water Bills (S1081, S1181, S1172)

The Bad – Interstate 10 Funding

The Ugly – Abortion, Immigration and Budget

2024 Session Review: Housing

S1162 requires zoning applications be approved or denied within 180 days

H2720 allows for the construction of ADUs on any single-family residential lot

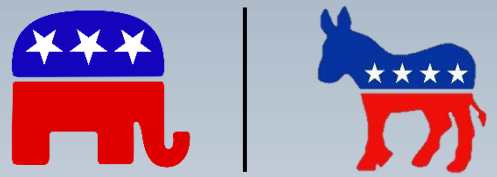
H2721 allows middle housing on all lots zoned for single-family within a mile of the city's central business district or at least 20% of any new development of ten acres or more in size

Dramatic Reenactment of Housing Negotiations

2025 Legislative Session

1st Regular Session of the 57th Arizona Legislature convenes on

Monday, January 13, 2025



Senate: **17** Republicans, **13** Democrats

House: **33** Republicans, **27** Democrats

Legislative District 23

Senator Brian Fernandez

Representative Michele Peña

Representative Mariana Sandoval

Legislative District 25

Senator Elect Tim Dunn

Representative Michael Carbone
Majority Leader

Representative Elect Nick Kupper

Legislative Themes

Education
Water
Housing
Elections
Tax Reform
Transportation
Budget Surplus?

Legislative Issues

Buckeye is committed to transparent and fiscally responsible governance that provides a SAFE and SUSTAINABLE QUALITY OF LIFE for our residents while PRESERVING LOCAL DECISION-MAKING AUTHORITY

"Basically, stay out of our kitchen" – smart person

Legislative Priorities

WATER RESOURCES

SUPPORT sustainable water management policies that respect local authority

LOCAL REVENUE

SUPPORT local authority to determine fiscally responsible and diverse revenue sources

TRANSPORTATION & AVIATION

SUPPORT local and regional transportation initiatives and funding opportunities

Legislative Priorities

HOUSING

SUPPORT policies that preserve local land use and development authority

ECONOMIC DEVELOPMENT

SUPPORT policies that foster business expansion and high-quality job growth

PUBLIC SAFETY

SUPPORT legislation that allows law enforcement withhold the names of crime victims

Legislative Priorities

CITY CLERK & ELECTIONS

SUPPORT legislation providing municipal clerks with the authority to enforce compliance with constitutional and statutory requirements for referendums

LUKE AIR FORCE BASE

PROTECT the mission of Luke Air Force Base

FEDERAL

PURSUE federal funding for city infrastructure projects

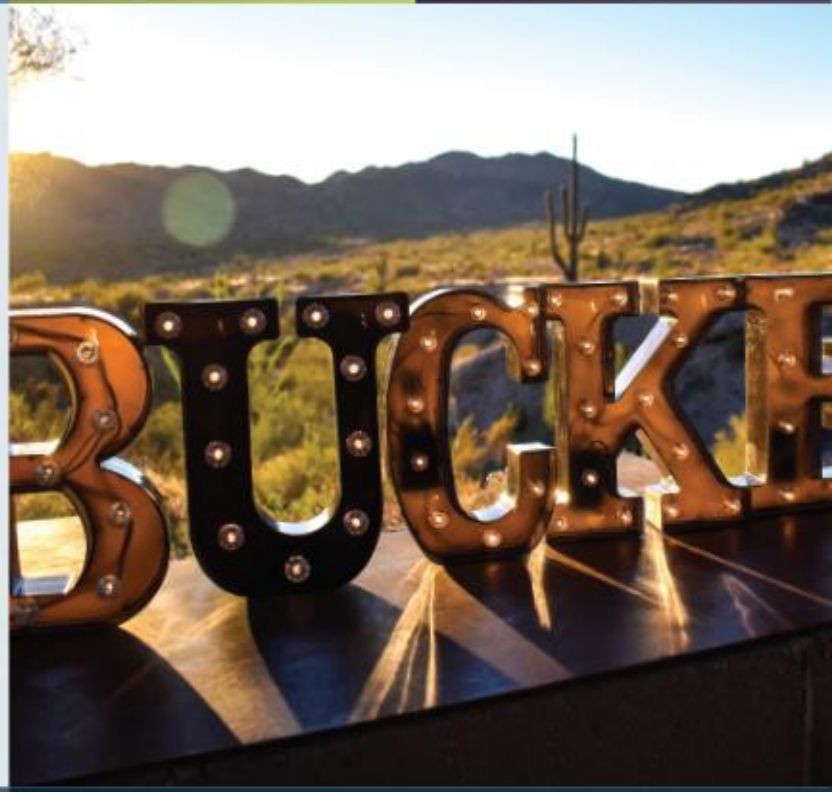
Goal

Keep Mayor and Council **INFORMED** and work **COLLABORATIVELY** to advocate for policies that advance our strategic goals and priorities

CITY OF BUCKEYE

Legislative Priorities

JANUARY 7, 2025



BUCKEYE, AZ

buckeyeaz.gov

BUCKEYE, AZ

2025 LEGISLATIVE PRIORITIES

Buckeye is committed to transparent and fiscally responsible governance that provides a **SAFE** and **SUSTAINABLE QUALITY OF LIFE** for our residents while **PRESERVING LOCAL DECISION-MAKING AUTHORITY.**

WATER RESOURCES

SUPPORT the establishment of an agricultural-to-urban conversion program.
SUPPORT funding for water augmentation, conservation, reuse programs and infrastructure.
SUPPORT sustainable water management policies that respect local authority while promoting housing growth and economic development.
SUPPORT the modernization of the Arizona Groundwater Management Act and additional pathways for designation of assured water supply.

LOCAL REVENUE

SUPPORT local authority to determine fiscally responsible and diverse revenue sources.
SUPPORT solutions to offset revenue losses resulting from the repeal of the Residential Rental Tax.
OPPOSE legislation that reduces the collection of local Transaction Privilege Tax (TPT), State Shared Revenues, impact fees, the Highway User Revenue Fund (HURF), use tax or other local revenue sources.
OPPOSE legislation that imposes new responsibilities or mandates on municipalities without providing necessary funding or financial resources for implementation.

TRANSPORTATION & AVIATION

SUPPORT state funding for widening I-10 from Citrus Road to SR85 in the FY26 State Budget.
SUPPORT local and regional transportation initiatives and funding opportunities that enhance community quality of life and economic viability, in particular appropriations to for the SR85, SR30 and I-10.
SUPPORT legislation and funding opportunities to strengthen and expand Buckeye Municipal Airport.
OPPOSE efforts to limit local authority over transportation decisions, enforcement or management of municipal roadways.

HOUSING

SUPPORT policies that promote flexible, community-driven solutions for developing attainable housing and starter homes.
SUPPORT municipal authority to regulate short-term rentals and sober living home properties.
SUPPORT policies that preserve local land use and development authority.
OPPOSE legislation that preempts the city's zoning, building and fire codes, and design review authority.

ECONOMIC DEVELOPMENT

SUPPORT policies that foster business expansion, boost competitiveness and enhance capital investment to drive high-quality job growth.
SUPPORT economic development and finance tools to incentivize high-quality private sector growth, job creation and redevelopment.

PUBLIC SAFETY

SUPPORT legislation that allows law enforcement and prosecution agencies to withhold the names of crime victims and witnesses from public records.
OPPOSE legislation that restricts local authority to develop public safety policies tailored to community-specific needs, priorities and challenges.

CITY CLERK & ELECTIONS

SUPPORT legislation providing municipal clerks with the authority to enforce compliance with constitutional and statutory requirements for referendums.

LUKE AIR FORCE BASE

PROTECT the mission of Luke Air Force Base.
SUPPORT efforts to ensure compatible land uses and prevent encroachment around the base.
OPPOSE legislation that would weaken protections for Luke Air Force Base or other military installations.

FEDERAL

PURSUE federal funding for city infrastructure projects through grants, appropriations and congressionally directed spending.
COLLABORATE with the Army Corps of Engineers on water-related infrastructure and development initiatives.
SUPPORT updating the federal air quality standards for ozone, PM-2.5, and PM-10 to recognize the unique challenges of the city, region and state.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 01/07/25	**AGENDA ITEM:** 5.C. PW - Resolution No. 01-25 Solid Waste Service Fees
DATE PREPARED: 01/03/25	**DISTRICT NO.:**
STAFF LIAISON: Amy Murray, Deputy Public Works Director, amurray@buckeyeaz.gov, (623) 349-6800	
DEPARTMENT: Public Works	**AGENDA ITEM TYPE:** Public Meeting / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 01-25 adopting fees for solid waste services pursuant to A.R.S. § 499.15 and City of Buckeye City Code Section 9-5-4; providing for repeal of conflicting resolutions; and providing for severability.

SUMMARY

PROJECT DESCRIPTION:
Establishing a fee schedule for the collection and disposal of solid waste within the City of Buckeye.

Monthly solid waste rates effective February 6, 2025:

Single Family (96-gallon)	$25.53
Single Family Vacation Hold (96-gallon)	$19.85
Each Additional Trash Cart (96-gallon)	$14.68
Each Additional Recycling Cart (96-gallon)	$14.68
Single Family (In-Ground Service)	$44.60
Vacation Hold (In-Ground Service)	$27.85
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon). NOT due to normal wear and tear.	$30.00
Courtesy Cart Swap (beyond 30 days new customer, 96-gallon)	$30.00

See "Residential Solid Waste Rate Chart" for additional years. The rates provided become effective within the FY (Fiscal Year) noted. Rates for FY25/26, FY26/27, FY27/28, FY28/29, and FY29/30 will be billed in December each year.

BENEFITS:
Benefits of adopting a fee schedule allow citizens to visualize rates charged during specific periods of time and the City to accurately and properly charge fees to consumers as directed. This ensures accurate and responsible cash flow to allow the City to provide solid waste collection and disposal services accordingly. The Solid Waste Enterprise Fund is currently not meeting the City's requirement and federal standard of having a 60-day operational reserve. Currently, General Fund monies are supplementing the Solid Waste Enterprise Fund. The General Fund supplemental input will need to significantly increase each year absent of a rate adjustment. The rate structure set forth in Resolution No. 01-25 provides the Solid Waste Enterprise Fund the monies necessary to pay back the general fund, support operations, and have the 60-day operational reserve. The 7-year solid waste contract between the City and Allied Waste dba Republic Services became effective December 1, 2024. By the end of the solid waste contract, the Solid Waste Enterprise Fund is expected to have the 60-day operational

reserve.

FUTURE ACTION:
Implementation of the fee structure by the City of Buckeye beginning with the billing cycles following February 6, 2025.

FINANCIAL IMPACT STATEMENT:
The Fiscal Year (FY) 25 cost is $11,047,736.87.

CURRENT FISCAL YEAR TOTAL COST:
The FY25 cost is $11,047,736.87.

BUDGETED:
Yes

FISCAL YEAR:
FY25

FUND/DEPARTMENT:
Solid Waste 40053205

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Notice of Intent to Establish Fees - Solid Waste.pdf
Residential Solid Waste Rate Presentation 1.7.25 for CAR - FINAL.pdf
Residential Solid Waste Rate Chart Final (002) 1.2.2025.pdf
RESOLUTION NO 01-25 Final DS.pdf

CITY OF BUCKEYE, ARIZONA

PUBLIC NOTICE

NOTICE OF INTENT TO ESTABLISH FEES – SOLID WASTE

In accordance with A.R.S § 9-499.15, the City of Buckeye, Arizona hereby gives notice that the City Council will consider changing existing fees and establishing new fees related to the Solid Waste accounts of City of Buckeye customers (the "Proposed New Fees").

The fee schedule together with a report in support of the Proposed New Fees is available on the City of Buckeye website at the following link: https://www.buckeyeaz.gov/government/city-clerk/public-notices

The Regular City Council Meeting to consider the Proposed New Fees will be held on January 7, 2025, at 6:00 p.m. in the City Council Chambers, located at 530 East Monroe Avenue, Buckeye Arizona 85326.

IF APPROVED BY MAYOR AND COUNCIL, THE PROPOSED NEW FEES WILL BECOME EFFECTIVE FEBRUARY 6, 2025.

Dated this 20TH day of December, 2024

CITY OF BUCKEYE, ARIZONA

Lucinda J. Aja, City Clerk

Two (2) Attachments: The (1) *Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report* in support of the Proposed New Fees, and (2) proposed schedule of fees.

BUCKEYE, AZ

Municipal Solid Waste Fee Schedule, New Fees, and Rate and Service Review Report

Public Works Department
Environmental Services Division
November 6, 2024

Part 1: Proposed Fees, New Fees, and Operational Study and Analysis

The following are the proposed monthly Residential Solid Waste fees, and new fees for services from 2025 through 2031:

Service Rates	25-Feb	26-Dec	27-Dec	28-Dec	29-Dec	30-Dec
Single Family (96-gal)	$26.07	$27.11	$28.20	$29.33	$30.50	$31.72
Single Family Vacation Hold (96-gal)	$20.00	$20.80	$21.63	$22.50	$23.40	$24.33
Additional Trash cart (96-gal)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Additional Recycling cart (96-gal)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Single Family (In-ground Service)	$45.67	$47.50	$49.40	$51.38	$53.43	$55.57
Vacation Hold (In-ground Service)	$28.28	$29.41	$30.58	$31.81	$33.08	$34.40
Replacement Fee –Trash/Recycle carts damaged/melted (96-gal) (New)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50
Courtesy Cart Swap (96-gal) (New)	$45.00	$46.80	$48.67	$50.62	$52.64	$54.75

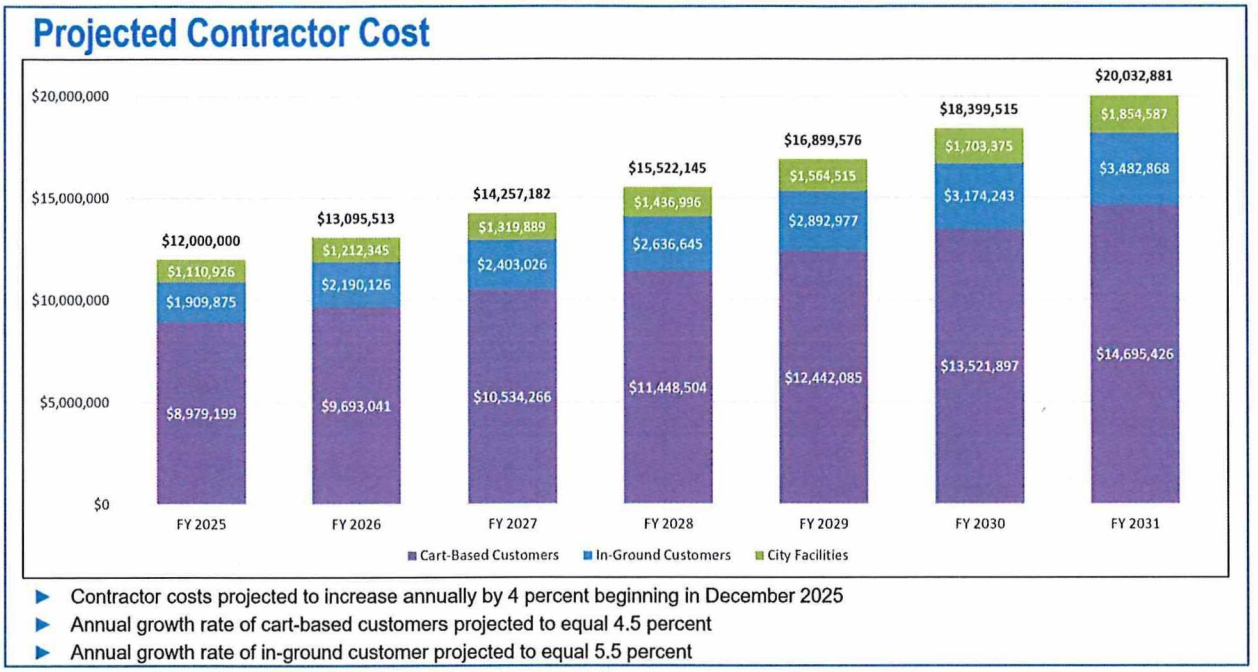
First rate is seen in February 2025, and will continue with increases each year starting in December 2026.

Service Review and Rate Update

The City engaged the consulting firm Burns & McDonnell ("Consultant") to assist with a service evaluation including expected customer growth, future service demand, operational efficiency, and financial performance, and generate a report. The report, "CITY OF BUCKEYE SOLID WASTE FINANCIAL & OPERATIONAL STUDY", is expected to be finalized by the end of the calendar year 2024. The Consultant's analysis, market trends, and federal fund standards serve as the basis for the city to move forward with updated rates. An analysis of service levels and proposal for modernized services coincided with the expiration of the current solid waste collections contract, and assisted in determining prices for the selected bidder of the Request for Proposals RFP No. 2024135 for Solid Waste Collection Services, and extrapolating costs and revenues through the entire contract term (Figure 1- Methodology Overview).

    - Ensure that rate adjustments recover costs equitably between cart-based (street-level) customers and in-ground customers. In-ground services are subsidized by cart-based service fees
    - Adjust rates to address customer net revenue under-recovery
    - Support the Environmental Division personnel as part of the City's budgeted expenses, and increase staffing to meet the demands of population growth
- Trash and Recycle Cart Placement
    - Estimate the impact of same-day garbage and recycling collection
    - Evaluate the anticipated cost of service for in-ground customers
- Bulky Trash
    - Determine the cost of transitioning the bulky collection program to an appointment-based system
    - Consider an outreach campaign to educate the public about proper placement of bulky waste
    - Include educational follow-up with property owners who set-out bulky trash improperly
- Collection Contractor
    - Evaluate costs of having vehicles equipped with on-board technology to support service verification
- Household Hazardous Waste
    - Consider facility expansion for the Household Hazardous Waste (HHW) program, and continue to pre-screen customers to anticipate materials, labor and equipment needs, and provide safety instruction for transport and storage
    - Divert full and partially full HHW products in good condition through the existing reuse systems, and expand the reuse program

Increase costs anticipated: In an analysis of costs and resource allocations, a cost center analysis was performed, including a review of growth. With an assumption of contractor costs and resource allocations based on continued customer growth, the expenses incurred will continue to outpace the total revenue. (Figure Projected Contractor Cost)



As the solid waste service fees have surpassed the revenue, putting the Solid Waste programs into a negative fund balance, the total service costs will significantly increase year over year for the next seven years. For the Solid Waste programs to remain functional and to achieve the federally recommended 60-day fund balance in reserves, an increase in rates is needed.

Current rate: The current rate of service (Figure Current Service Rate) should have an immediate increase to support the Solid Waste programs, which currently are subsidized by the general fund. The increase should occur as soon as possible, and with an annual increase thereafter, beginning in December of 2025, to recover the necessary funds to pay for services, and begin to build and maintain a fund balance to the federally recommended reserves. Residential rates are paid in advance. Therefore, the November residential bill will represent the December rates. (Figure Service Rates)

Current Service Rate	2023-2024*
96-Gallon Trash & Recycling Cart	*$22.00*
Vacation Hold	*$12.50*
Additional 96-Gallon Cart	*$14.68*
In-Ground Trash & Recycling	*$35.35*
Vacation Hold	*$19.17*

Opportunities and Solutions

These rates are intended to bring the Solid Waste programs to the desired financial security, and are contingent on enacting rate saving activities including switching to same-day trash and recycling collection. This would reduce overall resource use by designating all trash and recycle vehicles on the same day, as well as improve customer satisfaction by allowing one placement day of trash and recycling, instead of two.

Additionally, these rates are expected to increase field-compliance staff to provide a sufficient level of education to reduce customer set-out failure, increase customer success in proper waste flow, and reduce overall customer call-ins to the customer report centers. The proposed rates include one additional Environmental Compliance Technician each year for fiscal year 2025-2026, and 2026-2027. Reducing field staff activity by increasing the number of field staff by one full time equivalent (FTE) each year for the next two fiscal years may allow for increased field monitoring and education campaigns, reducing customer complaints for service failures through education.

Other savings may be found in the Household Hazardous Waste (HHW) program by sourcing alternative disposal methods for latex paint. Additional savings may be found by adjusting to same day collection for trash and recycling, and by-appointment bulky trash collection.

New Fees/Services

A fee assessment and service comparison was performed for residential services, and many of the following activities were common practices provided by local communities.

Service Rates	25-Feb	26-Dec	27-Dec	28-Dec	29-Dec	30-Dec
Replacement Fee –Trash/Recycle carts damaged/melted (96-gal) (New)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50
Courtesy Cart Swap (96-gal) (New)	$45.00	$46.80	$48.67	$50.62	$52.64	$54.75

Contract Requirement: The new solid waste service contract includes a requirement to charge customers who need to replace their cart due to damage including melting the cart with hot coals or fire, or other damage due to neglect or intentional acts. Additionally, residents who would like to swap out their cart during the normally expected life cycle, due

Part 2: Schedule of Activities and Definitions

Rate Adjustment, Schedule of Activities:

November 6, 2024:

- File a copy of the Report with the Clerk's Office.
- Post the Report on the homepage of the City's website, together with written notice of the proposed increase.

December 20, 2024:

- Post the Notice of Intent (NOI) on City's website.
- Distribute the NOI through the City's social media accounts or other electronic communication tools.

January 7, 2025:

- Council to consider adopting Resolution (New Business/Non-Consent).

February 6, 2025:

- Resolution becomes effective (See Ariz. Revised Statutes § 9-142; City code § 2-5-5).

Definitions:

"Report" means: (1) a schedule of the proposed increased fee that includes the amount of the fee and (2) a written report or data that supports the increased fee.

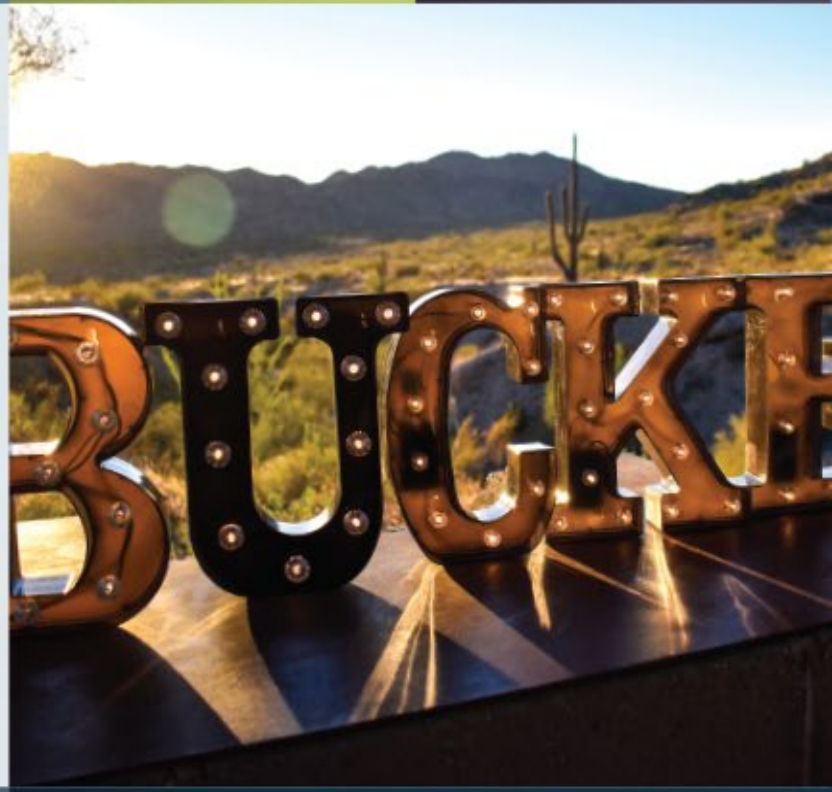
"NOI" (Notice of Intent) means: (ii) a written notice that includes the date, time and place of the City Council Meeting that the proposed increased fee will be considered, and (ii) a statement that a schedule of the proposed increased fee that includes the Report is available on the municipality's website.

Notice of Proposed Increase to Fee Schedule and Notice of Proposed New Fees

Pursuant to A.R.S. § 9-499.15, the following are the proposed monthly Residential Solid Waste fees for services from 2025 through 2031. The final schedule approved by council may be equal to, but not more than this proposed schedule:

Service Rates	Feb-25	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30
Single Family (96-gal)	$26 07	$26.19	$27.23	$28 32	$29 46	$30 64	$31.86
Single Family Vacation Hold (96-gal)	$20 00	$20 28	$21 09	$21 93	$22 81	$23 72	$24 67
Additional Trash cart (96-gal)	$15 02	$15 36	$15 71	$16.08	$16 44	$16.82	$17.21
Additional Recycling cart (96-gal)	$15 02	$15 36	$15 71	$16 08	$16 44	$16 82	$17 21
Single Family (In-ground Service)	$45 67	$46.02	$47.86	$49.78	$51 77	$53.84	$55 99
Vacation Hold (In-ground Service)	$28 28	$28.60	$29 74	$30 93	$32 17	$33 46	$34 80
Replacement Fee –Trash/Recycle carts damaged/melted (96-gal) (New)	$30 00	$31 20	$32.45	$33 75	$35.10	$36.50	$37.96
Courtesy Cart Swap (96-gal) (New)	$45 00	$46 80	$48 67	$50 62	$52 64	$54 75	$56 94

Residential Solid Waste Rates



Public Works

January 2025

BUCKEYE, AZ

buckeyeaz.gov

Council Action

Council to take action to approve residential solid waste rates.

New Solid Waste Contract

- Competitive bid process began February 2024
- Contract awarded November 19, 2024
- Contract effective December 1, 2024

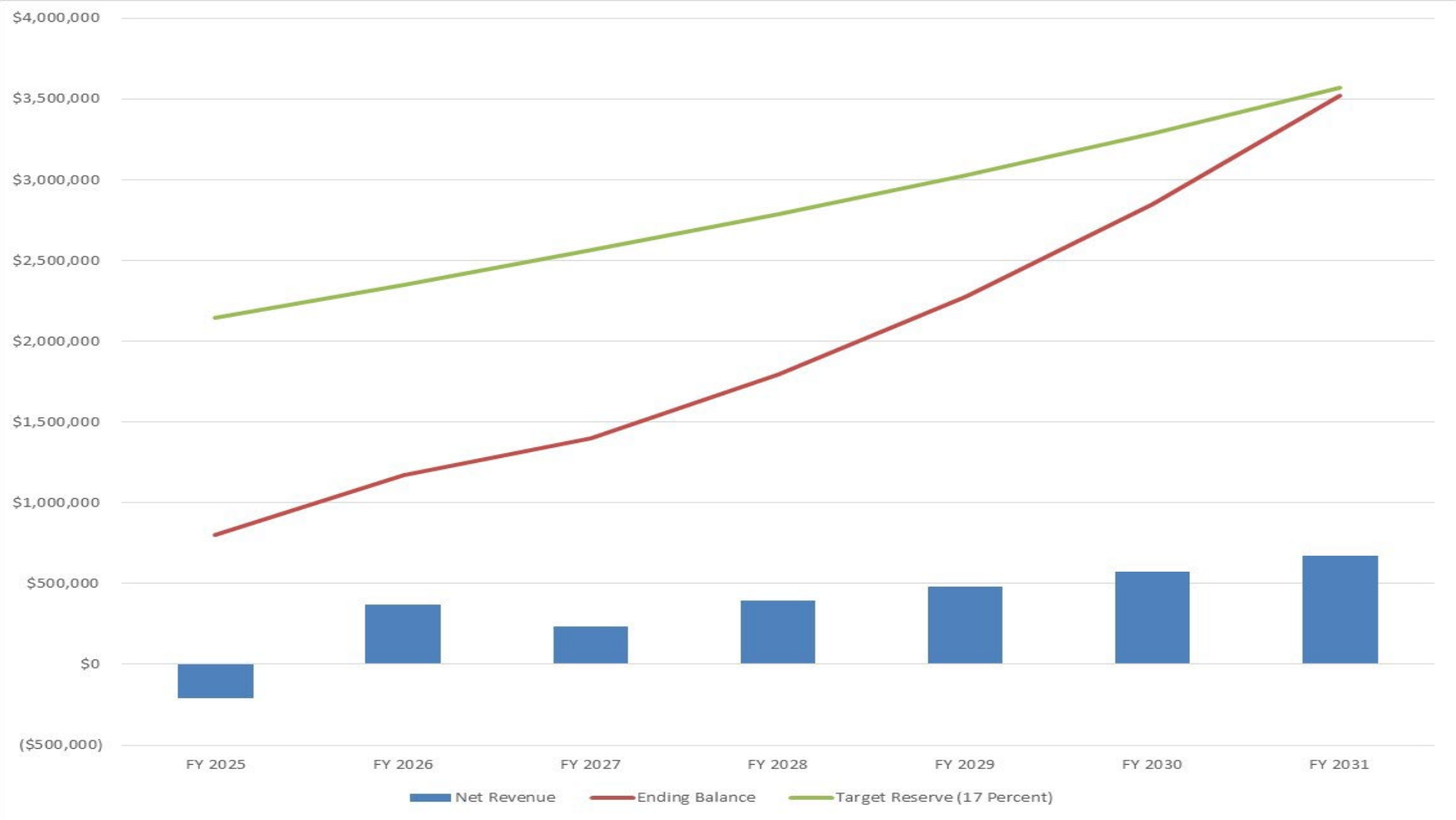
Education to the Community

- **Nov 6** – Rates and report posted on website (Public Notices)
- **December/January** – printed utility billing insert, social and digital media
- **Dec 20** – Notice of Intent – website, social and digital media
- **Jan 7** – Council considers new resolution and rate structure
- **January** – phone blast, printed post card, social and digital media
- **Feb 6** – Resolution effective/billing changes begin
- **February – September** - On-going social and digital media efforts, in-person outreach events

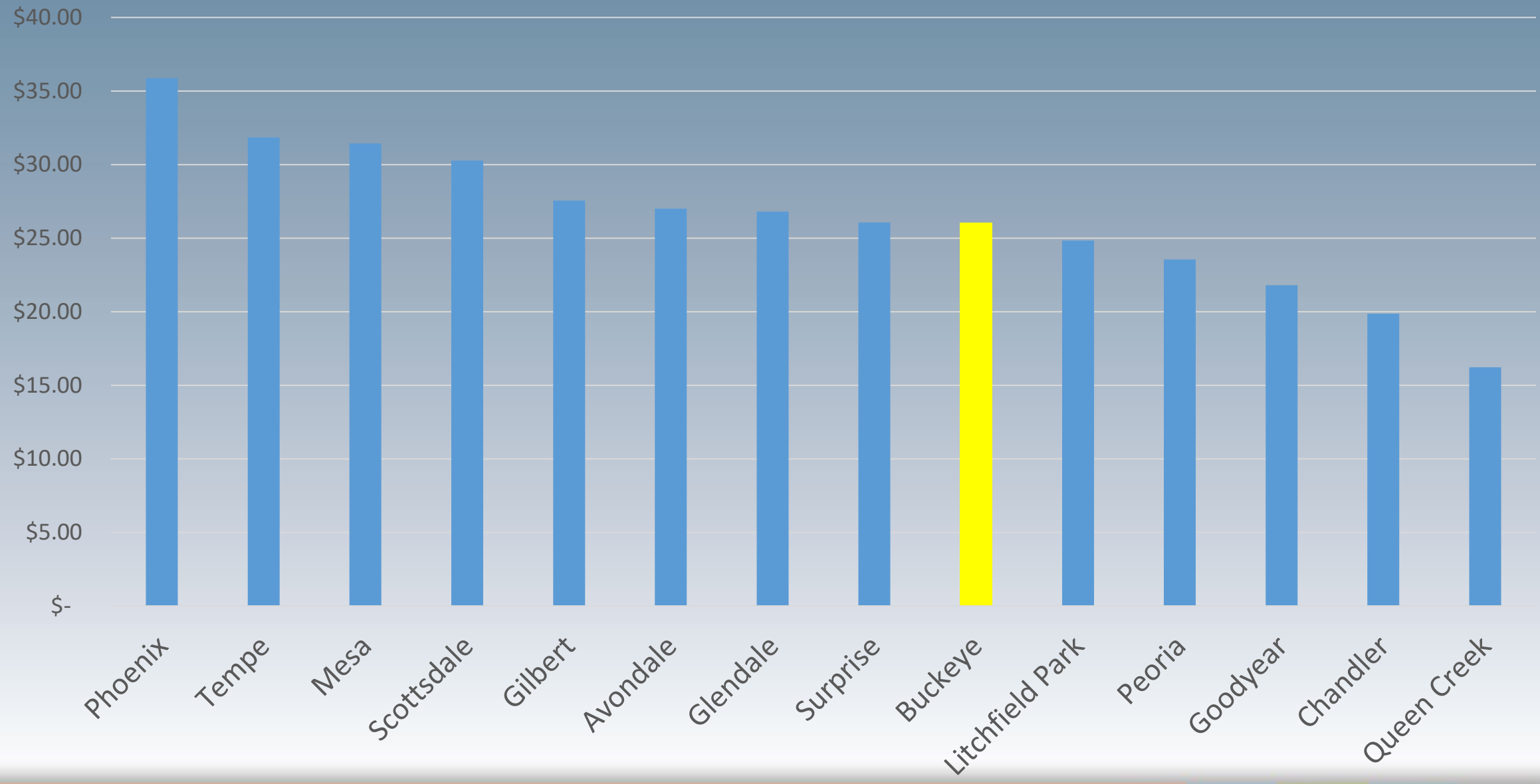
Residential Solid Waste Monthly Fee Schedule

Service	Current	Feb-25	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30
Contract	$19.82	$20.68	$21.51	$22.37	$23.26	$24.19	$25.16	$26.17
City Fee	$2.18	$4.85	$4.02	$4.52	$4.70	$4.89	$5.09	$5.29
96-Gallon Rate	**$22.00**	**$25.53**	**$25.53**	**$26.89**	**$27.96**	**$29.08**	**$30.25**	**$31.46**
In-Ground	$34.24	$39.75	$41.34	$42.99	$44.71	$46.50	$48.36	$50.30
City Fee	$1.12	$4.85	$3.26	$4.51	$4.70	$4.86	$5.04	$5.21
In-Ground Rate	**$35.36**	**$44.60**	**$44.60**	**$47.50**	**$49.39**	**$51.36**	**$53.40**	**$55.51**

Council Policy on Reserves



Benchmark Rates - 96-Gallon Carts



Solid Waste Fees for Elective Services

Elective Services	Rates
Cart Swap (following 30-day grace period)	$30.00
Damaged Cart Fee	$30.00

Council Action

Council to take action to approve the residential solid waste rate schedule.

Residential Solid Waste Rate Chart

Residential Cost	February 2025	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	$25.53	$26.89	$27.96	$29.08	$30.25	$31.46
Single Family Vacation Hold (96-gallon)	$19.85	$20.74	$21.57	$22.44	$23.34	$24.27
Additional Trash Cart (96-gallon)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Additional Recycling Cart (96-gallon)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Single Family (In-Ground Service)	$44.60	$47.50	$49.39	$51.36	$53.40	$55.51
Vacation Hold (In-Ground Service)	$27.85	$29.40	$30.57	$31.80	$33.07	$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50

RESOLUTION NO. 01-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ADOPTING FEES FOR SOLID WASTE SERVICES PURSUANT TO A.R.S. § 499.15; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to Buckeye City Code, Chapter 9, Health and Sanitation Regulations, Section 9-5-4 ("City Code § 9-5-4") and Arizona Revised Statutes ("A.R.S.") § 9-499.15, the City Council may, either as part of the annual budget process or by resolution, set fees for solid waste and recycling service provided by the City (the "Services"), so as to allow for recovery of costs incurred in providing the Services; and

WHEREAS, pursuant to A.R.S. § 9-499.15, the City has issued a written Notice of Intent, "Notice of Proposed Increase to Fee Schedule and Notice of Proposed New Fees".

BE IT RESOLVED, by the Mayor and Council of the City of Buckeye, Arizona, as follows:

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

Section 2. Pursuant to A.R.S. § 9-499.15 and City Code § 9-5-4, the fees and charges set forth herein below are hereby established for the following Fiscal Years ("FY"):

[text continues on the following page]

Residential Cost	February 2025	December 2026	December 2027	December 2028	December 2029	December 2030
Single Family (96-gallon)	$25.53	$26.89	$27.96	$29.08	$30.25	$31.46
Single Family Vacation Hold (96-gallon)	$19.85	$20.74	$21.57	$22.44	$23.34	$24.27
Additional Trash Cart (96-gallon)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Additional Recycling Cart (96-gallon)	$14.68	$15.27	$15.88	$16.51	$17.17	$17.86
Single Family (In-Ground Service)	$44.60	$47.50	$49.39	$51.36	$53.40	$55.51
Vacation Hold (In-Ground Service)	$27.85	$29.40	$30.57	$31.80	$33.07	$34.39
Replacement Fee – Trash/Recycle Cart Damaged/Melted (96-gallon)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50
Cart Swap (beyond 30 days new customer grace period, 96-gallon)	$30.00	$31.20	$32.45	$33.75	$35.10	$36.50

Section 3. Any parts of resolutions in conflict with the provisions of this Resolution or any part of this Resolution, are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or any part of this Resolution, is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 7th day of January, 2025.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED TO AS FORM:

_____
K. Scott McCoy, City Attorney