



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
MARCH 4, 2025
AGENDA**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.**

The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

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

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

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

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 continuing the current Membership Agreement with Valley Schools](#)

Employee Benefits Group in order to continue to procure insurance products, coverages, and/or services that the City selects for each Fiscal Year until City of Buckeye terminates contract.

Summary: The Valley Schools Employee Benefit Group, a qualifying entity under A.R.S. § 11-952.01(C), is authorized to enter into contracts with public entities to procure a variety of insurance products, including health benefits, disability insurance, and life insurance. By continuing the partnership with Valley Schools Employee Benefit Group, the City ensures uninterrupted healthcare and employee benefits coverage for Fiscal Year 2025-2026 and thereafter until terminated by the City. This continuation will provide the City with the most flexible and cost-effective solutions for employee benefits, while also allowing the ongoing exploration of long-term strategies for healthcare coverage. The contract will remain in effect until terminated by the city.

Staff Liaison: Cindy Camarata, Human Resources Director, ccamarata@buckeyeaz.gov, (623) 349-6255

- *4.B** Council to take action authorizing the City Manager to execute and deliver the following On-Call Consulting for Engineering and Architectural Services Contracts between the City of Buckeye and the following: Advanced Structural Engineering, Inc. (Contract No. 2025322), AECOM Technical Services, Inc. (Contract Nos. 2025304, 2025311, 2025352, 2025356), Ardurra Group (Contract Nos. 2025285 and 2025370), Arrington Watkins Architects, LLC (Contract No. 2025325), AZTEC Engineering Group, Inc. (Contract No. 2025301), Brown and Associates Certified Inspection Service, Inc. (Contract No. 2025337), Brown and Caldwell, Inc. (Contract Nos. 2025296 and 2025347), Bureau Veritas North America, Inc. (Contract Nos. 2025336 and 2025343), Coe & Van Loo, LLC (Contract Nos. 2025284, 2025303, 2025316), Colliers Engineering & Design, Inc. (Contract Nos. 2025286, 2025292, 2025319, 2025360), Consultant Engineering, Inc. (Contract Nos. 2025339 and 2025367), Dibble and Associates Consulting Engineers, Inc. dba Dibble (Contract Nos. 2025290, 2025302, 2025324), Dick & Fritsche Design Group, Inc. dba DFDG Architecture (Contract No. 2025324), Entellus, Inc. (Contract Nos. 2025341 and 2025371), Enterprise Automation (Contract No. 2025346 and 2025362), EPS Groups, Inc. (Contract No. 2025293), Felix Construction Company (Contract No. 2025345), GH2 Architects, LLC (Contract No. 2025326), GHD, Inc. (Contract No. 2025289), GLHN Architects & Engineers, Inc. (Contract Nos. 2025327, 2025331, 2025335), Greenlight Traffic Engineering, LLC (Contract No. 2025313), Hazen and Sawyer (Contract No. 2025297), Horrocks, LLC (Contract No. 2025320), J2 Engineering & Environmental Design, LLC (Contract No. 2025314), Kimley-Horn and Associates, Inc. (Contract Nos. 2025299, 2025305, 2025310, 2025329, 2025334, 2025350, 2025355), Logan Simpson Design, inc. dba Logan Simpson (Contract No. 2025318), Marc Taylor, Inc. (Contract No. 2025364), Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Contract No. 2025294), Meyer Borgman & Johnson, Inc. (Contract No. 2025323), Michael Baker International, Inc. (Contract Nos. 2025288, 2025307, 2025342, 2025358), Quantum Integrated Solutions, Inc. (Contract Nos. 2025298, 2025349, 2025361), Rider Levett Bucknall, Ltd (Contract No. 2025365), Sazan Group, Inc. (Contract Nos. 2025332, 2025333), Southwest Traffic Engineering, LLC (Contract No. 2025353), Spectrum Engineers, Inc. (Contract No. 2025330), Stanley Consultants, Inc. (Contract Nos. 2025321 and 2025351), Stantec Consulting Services, Inc. (Contract No. 2025357), Sunrise Engineering, LLC (Contract Nos. 2025287, 2025300, 2025340), Sustainability Engineering Group, LLC (Contract No. 2025366), Terracon Consultants, Inc. (Contract Nos. 2025315 and 2025317), Tristar Engineering and Management, Inc. (Contract No. 2025368), Vertech Industrial Systems, LLC (Contract Nos. 2025344, 2025348, 2025363), Westwood Professional Services (Contract No. 2025359), Willdan Engineering, Inc. (Contract No. 2025338), Wilson & Company, Inc. (Contract Nos. 2025308, 2025328, 2025291, 2025295), WSP

USA (Contract No. 2025369), Y.S. Mantri and Associates an HR Green Company (Contract No. 2025309), Y2K Engineering, LLC (Contract Nos. 2025306, 2025312, 2025354).

Summary: Council is asked to take action to approve contracts with the selected suppliers for the delivery of future City projects requiring architectural and engineering services. Over the next five years, the City expects to execute several Capital Improvement Projects (CIP). As these projects are funded and developed, having a qualified group of Consultants available to perform these projects and meet the City's requirements is essential.

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

- *4.C** Council to take action on the Construction Contract (No. 2025273) between the City of Buckeye, an Arizona municipal corporation, and Granite Construction Company, a California corporation, to provide a one-inch mill, crackseal and overlay to Taxiway H, Connecting Taxiways and the T-Hangar Taxilanes; authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye; and approve a budget transfer of \$319,400 from GL 10003172-540020 to CIP GL 50211200-543225.

Summary: In 2023 the Arizona Department of Transportation (ADOT) funded a pavement preservation project to crack seal and seal coat Runway 17-35 and the northern one third of Taxiway H. This improved the Airport's Pavement Condition Index (PCI); however, the remaining Taxiways have not been addressed since 2015, the run-up and blast pads haven't been maintained since their construction in 2010. Additionally, the T-Hangar Taxilanes have not been addressed since prior to 2005. This project will complete the necessary pavement preservation of the airport and bring the overall Pavement Condition Index to approximately 95. The total amount to be paid under this Contract is \$650,154.

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

- *4.D** Council to take action on Change Order No. 1 to Task Order No. 7 of the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

Summary: The Development Services Department is requesting funds through this Change Order to keep up with the current demand for Civil Inspection services. Tristar Engineering and Management, Inc. will provide assistance with Civil Inspections. The total amount to be paid under this Task Order will not exceed \$190,632.

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

- *4.E** Council to take action on Resolution No. 08-25 approving Amendment Number One to Intergovernmental Agreement, IGA 18-0007032-I, A.G. Contract No. P0012020001769, dated November 3, 2020, between the State of Arizona by and through its Department of Transportation and the City of Buckeye for the transition of traffic signal timing and operations of the I-10 and Miller Road and I-10 and Watson Road traffic interchange responsibility; and authorizing the Mayor to execute and deliver said Amendment to Intergovernmental Agreement and related documents on behalf of the City of Buckeye.

Summary: Amendment Number One to Intergovernmental Agreement IGA 18-0007032-I, A.G. Contract No. P0012020001769, dated November 3, 2020 ("Amendment One to IGA") allows the City of Buckeye to assume maintenance and operational responsibility for the traffic signals at the I-10/Miller Road and I-10/Watson Road interchanges.

Staff Liaison: John Willett, Acting Engineering Director, jwillett@buckeyeaz.gov, (623) 349-6282

- *4.F** Council to take action on Resolution No. 07-25 approving an Acceptance Agreement for Water Infrastructure and Related Appurtenances: Mayfield Phase I Well and Well Site between the City of Buckeye, Ironline Partners - Hayden Farms, LLC, an Arizona limited liability company, and Ironline Partners - Hayden Farms II, LLC, an Arizona limited liability company for water infrastructure and related appurtenances.

Summary: The Water Resources Department (WRD) is requesting approval of Resolution No. 07-25 for the Acceptance Agreement with Ironline Partners - Hayden Farms, LLC, and Ironline Partners - Hayden Farms II, LLC. On February 4, 2020, Council approved a Development Agreement (DA) with Developer that required Developers to design, permit and drill a well, and construct the required enclosure within Phase 3 of the Mayfield Development. Upon completion, the wellsite and the well were to be conveyed to the City and the Developer would be reimbursed for the approved expenses. The well has been constructed in substantial compliance with the requirements of the DA and has been accepted. The \$546,453.75 reimbursement will be issued in 39 quarterly payments of \$13,661.34, and one final payment of \$13,661.49. These payments will occur consecutively for 10 years and be paid from the Central Buckeye Water Production Impact Fees.

Staff Liaison: Terry Lowe, Director, tlowe@buckeyeaz.gov, (623) 349-6121

- *4.G** Council to take action on the Engineering Procurement and Construction Agreement between the City of Buckeye, an Arizona municipal corporation, the City of Goodyear, an Arizona municipal corporation, and Arizona Public Service Company, an Arizona corporation; to authorize the Mayor to execute and deliver said Agreement; and, further, 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 Agreement.

Summary: The Water Resources Department (WRD) has collaborated with APS and the City of Goodyear on a brine management study, followed by the planning, engineering and design for brackish water delivery to the Palo Verde Generating Station (PVGS). Completion of the project will allow both the City of Buckeye and the City of Goodyear to deliver otherwise unusable brackish water (brine) to PVGS. This Agreement addresses the engineering and procurement of equipment needed for this phase of the project at a total cost to the city of \$6,769,200.

Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6103

- *4.H** Council to take action to approve the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye and Estrella South LLC, an Arizona limited liability company; authorize the Mayor to execute and deliver said Agreement; and 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 Agreement.

Summary: As the City works towards obtaining a designation of assured water supply (DAWS), the Extinguishment Credits purchased under this three-year Agreement will be used to offset a portion the groundwater pumped in the designated area. Under the certificate of assured water supply (CAWS) model, groundwater replenishment is the responsibility of the Central Arizona Groundwater Replenishment District (CAGRD). Without these water assets, the City would continue to utilize and pay the CAGRD for groundwater replenishment. The cost of this purchase over a period of three fiscal years will total \$4,997,613.

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

- *4.I** Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 328911) for Casa de Leyva Mexican Restaurant & Cantina, located at 424 Monroe Avenue in Buckeye.

Summary: Casa de Leyva Mexican Restaurant & Cantina is requesting approval for a Series 12 Restaurant Liquor License Application for their business located in the former La Placita building. The application and public notice were legally posted and approved by staff.

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

5. Public Hearings and Non-Consent - New Business

- 5.A** Council to hold a public hearing and take action on Ordinance No. 06-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 3.7 acres generally located approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street.

Summary: The applicant is requesting annexation of one parcel of land, totaling approximately 3.7 acres, located at 600 North Jackrabbit Trail.

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

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: 03/04/25	AGENDA ITEM: 4.A. HR – Membership Agreement with Valley Schools Employee Benefits Group
DATE PREPARED: 02/27/25	DISTRICT NO.:
STAFF LIAISON: Cindy Camarata, Human Resources Director, ccamarata@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action continuing the current Membership Agreement with Valley Schools Employee Benefits Group in order to continue to procure insurance products, coverages, and/or services that the City selects for each Fiscal Year until City of Buckeye terminates contract.

SUMMARY

PROJECT DESCRIPTION:

The City's current benefits contract with Cigna is negotiated under an agreement with Valley Schools Employee Benefit Group, a qualified entity under A.R.S. § 11-952.01(C). As an authorized broker Valley Schools has access to a variety of insurance products—including health benefits, disability insurance, and life insurance—it provides the City with the most cost-effective employee benefits solutions while allowing flexibility to explore long-term healthcare options.

BENEFITS:

Continuing the contract with Valley Schools Employee Benefit Group will give the City the most beneficial options for providing healthcare coverage and other employee benefits. Valley Schools will operate as a consultant/advisor to present value add options to the health and wellness offerings for the City.

FUTURE ACTION:

No further council action will be required.

FINANCIAL IMPACT STATEMENT:

Citywide Health insurance is a significant expense for the City and proper ongoing evaluation of how we provide this critical benefit is crucial.

CURRENT FISCAL YEAR TOTAL COST:

Medical benefits have an annual cost of approximately \$16 million.

BUDGETED:

Yes

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

ATTACHMENTS:

[Valley Schools Employee Benefits Group Agreement.pdf](#)

VALLEY SCHOOLS EMPLOYEE BENEFITS GROUP

MEMBERSHIP AGREEMENT

This MEMBERSHIP AGREEMENT (“Agreement”) dated and effective as of February 6, 2024, (the “Effective Date”) is made by and between Valley Schools Employee Benefits Group, an Arizona nonprofit corporation (“VSEBG”) and the entity or organization set forth in the signature block below (“Member”).

WHEREAS, VSEBG is a public entity pool formed pursuant to Arizona Revised Statutes §§ 11-952, 11952.01, and 15-382; and

WHEREAS, VSEBG desires to admit Member as a member of the VSEBG, and Member desires to become a member of VSEBG, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Valley Schools Management Group is the Administrator of VSEBG, with power and authority to bind VSEBG pursuant to A.R.S. § 11-952.01(H)(5);

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Representations and Warranties of Member. Member hereby represents and warrants to VSEBG that Member is either (a) a “public agency” as defined in A.R.S. § 11-951, or (b) a private, nonprofit education institution, as described in A.R.S. § 11-952.01(I). Member further represents and warrant to VSEBG that Member has read and fully understands the terms and conditions set forth herein.
2. No Obligations to Pay Money or Provide Services Created. The Parties further acknowledge and agree that (a) nothing in this Agreement creates any obligation by either Party to the other to pay monies or to provide any insurance products, coverages or services, or to enter into an agreement or contract to do so, and (b) no such obligation shall exist unless and until the Parties, mutually agree upon the insurance products and coverages, and/or services, that VSEBG is to provide to Member, if any. A Member does not pay an annual membership fee to maintain membership with VSEBG.
3. Annual Contributions. Before the beginning of each fiscal year, VSEBG shall determine Member’s contribution if any for that fiscal year to cover Member’s financial obligation to VSEBG. Member’s financial obligation to VSEBG shall be determined

based on the insurance products, coverages, and/or services that Members selects and that VSEBG agrees to provide to Member if any. VSEBG shall advise Member of its required estimated annual contribution and the timeline for payment prior to Member's commitment to purchase any insurance products, coverages, and/or services. Member shall pay the contribution agreed to in accordance with the timeline established by VSEBG. If, after the beginning of the fiscal year, the Member's estimated annual contribution has become inadequate to pay the Member's actual financial obligations for the products, coverages and/or services the Member has selected, VSEBG may require the Member to cover such inadequacy. Member shall only be responsible for the cost of the insurance products, coverages, and/or services selected by the Member.

4. Additional Contributions. If, after the beginning of the fiscal year, Member and VSEBG agree that VSEBG will provide Member with additional insurance products, coverages, and/or services, VSEBG may assess additional required estimated contributions on Member. VSEBG will advise Member of its required additional estimated contribution and the timeline for payment prior to Member's commitment to purchase additional products, coverages, and/or services. Member shall pay such additional estimated contribution in accordance with the timeline established by VSEBG. If, after the beginning of the fiscal year, the Member's estimated additional contribution has become inadequate to pay the Member's actual financial obligations, VSEBG may require the Member to cover such inadequacy. However, the Member shall only be responsible for the cost of the insurance products, coverages, and/or services selected by Member.
5. Dissolution of VSEBG. If VSEBG is dissolved by a unanimous vote of its permanent directors then in office, VSEBG shall provide Member with written notice of such dissolution no less than one hundred eighty (180) days before the end of the fiscal year at which time the dissolution is to be effective. Upon dissolution, VSEBG shall cause a final accounting to be performed, which shall determine whether (a) Member has any remaining financial obligations to VSEBG, in which case, Member shall pay VSEBG the amount determined to be owed, or (b) VSEBG owes a refund to Member, in which case VSEBG shall pay such amount to Member.
6. Termination of Membership. Member's membership in VSEBG may be terminated by either (i) the withdrawal of Member from VSEBG, in accordance with Section 6(a) below, or (ii) cancellation of Member's membership in VSEBG, in accordance with Section 6(b) below or the dissolution of VSEBG, in accordance with Section 5 above.

- (a) Member may withdraw from VSEBG, effective at the end of VSEBG's then-current fiscal year (currently July 1 through June 30), if Member gives VSEBG the Member's intention to withdraw, in writing, no less than ninety (90) days before the end of such fiscal year.
 - (b) Member's membership in VSEBG may be cancelled, effective at the end of VSEBG's then-current fiscal year, if (i) the permanent directors of the VSEBG then in office unanimously vote to cancel Member's membership, and (ii) after such vote is taken, VSEBG gives Member a written notice of cancellation of its membership no less than one hundred eighty (180) days before the end of the fiscal year. Member's membership may be cancelled, regardless of whether it is under suspension at the time of cancellation, or has previously been suspended pursuant to Section 8 below.
 - (c) Upon termination of Member's membership in VSEBG and after all claims and expenses are concluded, settled or paid, VSEBG shall cause a final accounting to be performed, which shall determine whether (i) Member has remaining financial obligations to VSEBG, in which case, Member shall pay VSEBG the amount determined to be owed, or (ii) VSEBG owes a refund to Member, in which case VSEBG shall pay such amount to Member. Unless VSEBG determines otherwise, Member shall not be eligible for readmission as a member of VSEBG until a minimum of three (3) years after the date of Member's termination.
7. Liability upon Termination. The termination of Member's membership in VSEBG, whether by withdrawal or cancellation, shall not extinguish any financial obligation of Member to VSEBG for payment of annual contributions and additional contributions incurred prior to Member's termination.
8. Suspension. If Member fails timely to make any required contribution of funds, whether an annual contribution or an additional contribution, VSEBG may give Member a written notice describing such failure and setting forth a period during which Member must cure such failure. If Member fails to cure the failure within the prescribed period (or fails to make and timely complete alternative arrangements that are acceptable to VSEBG in VSEBG's sole and absolute discretion), VSEBG may suspend coverage to Member's beneficiaries, and/or services to Member, in whole or in part, effective upon written notice to Member, in which case Member shall be deemed to not be in good standing.

9. Status of Member; Limitations on Member's Power, Authority, Rights, and Privileges. The Parties agree that, effective as of the Effective Date, Member has become a member of VSEBG within the meaning set forth in A.R.S. § 11-952.01. Member understands, acknowledges, and agrees that (a) Member is not a member of VSEBG for purposes of the Arizona Nonprofit Corporation Act (A.R.S. § 10-3101 et seq.), and (b) Member's rights, privileges, duties, and obligations as a member of VSEBG are and shall be solely as defined and set forth in this Agreement and in A.R.S. § 11-952.01.
10. Termination of Agreement. This Agreement shall automatically terminate immediately upon termination of Member's membership in VSEBG (whether by withdrawal, by cancellation, or by dissolution), as set forth in Sections 5 and 6 above. The provisions of Sections 6(c), 7, 8, 9, 10, 11, and 12 shall survive the termination of this Agreement.
11. Notices. Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be deemed given and received when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address, and marked to the attention of, the designated person or entity (by name or title). Notices or other communications given to Member shall be addressed to Member at the address set forth below Member's signature block below. Notices or other communications given to VSEBG shall be addressed as follows:

Valley Schools Employee Benefits Group
3050 W. Agua Fria Freeway, Suite 250
Phoenix, AZ 85027
Attn: VSEBG Administrator

Either Party may change its address for receipt of notices and other communications by providing notice to the other Party in accordance with this Section 11.

12. Miscellaneous. The laws of the State of Arizona shall govern the performance and construction of this Agreement. The Member may not assign this Agreement or any rights of obligations hereunder. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original,

but all such counterparts shall together constitute one and the same instruction. The Recitals hereto are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed as of the date first above written.

“VSEBG”

MEMBER”

VALLEY SCHOOLS EMPLOYEE
BENEFITS GROUP, an Arizona
Nonprofit Corporation

CITY OF BUCKEYE

By: *Dan Cotterman*

Signature

By: VALLEY SCHOOLS
MANAGEMENT GROUP, an
Arizona nonprofit corporation,
its Administrator

Dan Cotterman

Printed name

By: *Tom Boone*

Tom Boone, its Chairman and CEO

City Manager

Title

Notices to be sent to:

Name: Dan Cotterman, City Manager
Address: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

APPROVED AS TO FORM

K. Scott McCoy

K. Scott McCoy/ City Attorney

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

MEETING DATE: 03/04/25	AGENDA ITEM: 4.B. FIN - On-Call Consultant Engineering & Architectural Services Contracts
DATE PREPARED: 02/27/25	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action authorizing the City Manager to execute and deliver the following On-Call Consulting for Engineering and Architectural Services Contracts between the City of Buckeye and the following: Advanced Structural Engineering, Inc. (Contract No. 2025322), AECOM Technical Services, Inc. (Contract Nos. 2025304, 2025311, 2025352, 2025356), Ardurra Group (Contract Nos. 2025285 and 2025370), Arrington Watkins Architects, LLC (Contract No. 2025325), AZTEC Engineering Group, Inc. (Contract No. 2025301), Brown and Associates Certified Inspection Service, Inc. (Contract No. 2025337), Brown and Caldwell, Inc. (Contract Nos. 2025296 and 2025347), Bureau Veritas North America, Inc. (Contract Nos. 2025336 and 2025343), Coe & Van Loo, LLC (Contract Nos. 2025284, 2025303, 2025316), Colliers Engineering & Design, Inc. (Contract Nos. 2025286, 2025292, 2025319, 2025360), Consultant Engineering, Inc. (Contract Nos. 2025339 and 2025367), Dibble and Associates Consulting Engineers, Inc. dba Dibble (Contract Nos. 2025290, 2025302, 2025324), Dick & Fritsche Design Group, Inc. dba DFDG Architecture (Contract No. 2025324), Entellus, Inc. (Contract Nos. 2025341 and 2025371), Enterprise Automation (Contract No. 2025346 and 2025362), EPS Groups, Inc. (Contract No. 2025293), Felix Construction Company (Contract No. 2025345), GH2 Architects, LLC (Contract No. 2025326), GHD, Inc. (Contract No. 2025289), GLHN Architects & Engineers, Inc. (Contract Nos. 2025327, 2025331, 2025335), Greenlight Traffic Engineering, LLC (Contract No. 2025313), Hazen and Sawyer (Contract No. 2025297), Horrocks, LLC (Contract No. 2025320), J2 Engineering & Environmental Design, LLC (Contract No. 2025314), Kimley-Horn and Associates, Inc. (Contract Nos. 2025299, 2025305, 2025310, 2025329, 2025334, 2025350, 2025355), Logan Simpson Design, inc. dba Logan Simpson (Contract No. 2025318), Marc Taylor, Inc. (Contract No. 2025364), Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Contract No. 2025294), Meyer Borgman & Johnson, Inc. (Contract No. 2025323), Michael Baker International, Inc. (Contract Nos. 2025288, 2025307, 2025342, 2025358), Quantum Integrated Solutions, Inc. (Contract Nos. 2025298, 2025349, 2025361), Rider Levett Bucknall, Ltd (Contract No. 2025365), Sazan Group, Inc. (Contract Nos. 2025332, 2025333), Southwest Traffic Engineering, LLC (Contract No. 2025353), Spectrum Engineers, Inc. (Contract No. 2025330), Stanley Consultants, Inc. (Contract Nos. 2025321 and 2025351), Stantec Consulting Services, Inc. (Contract No. 2025357), Sunrise Engineering, LLC (Contract Nos. 2025287, 2025300, 2025340), Sustainability Engineering Group, LLC (Contract No. 2025366), Terracon Consultants, Inc. (Contract Nos. 2025315 and 2025317), Tristar Engineering and Management, Inc. (Contract No. 2025368), Vertech Industrial Systems, LLC (Contract Nos. 2025344, 2025348, 2025363), Westwood Professional Services (Contract No. 2025359), Willdan Engineering, Inc. (Contract No. 2025338), Wilson & Company, Inc. (Contract Nos. 2025308, 2025328, 2025291, 2025295), WSP USA (Contract No. 2025369), Y.S. Mantri and Associates an HR Green Company (Contract No. 2025309), Y2K Engineering, LLC (Contract Nos. 2025306, 2025312, 2025354).

SUMMARY

PROJECT DESCRIPTION:

Over the next five years, the City expects to execute several Capital Improvement Projects (CIP). As

these projects are funded and developed, having a qualified group of Consultants available to perform these projects and meet the City's requirements is essential.

Finance issued a Request for Qualifications (RFQ) on October 14, 2024 for multiple categories of professional services. The RFQ closed on November 18, 2024. The City received Two Hundred Forty-Two (242) Statements of Qualifications (SOQ) over the following twenty-two (22) categories:

Category 1: General Engineering
Category 2: Water/Wastewater
Category 3: Water/Wastewater Specialties
Category 4: Roadway/Transportation
Category 5: Transportation Studies
Category 6: Traffic/Safety Engineering
Category 7: Parks & Recreation
Category 8: Environmental Consulting
Category 9: Structural Engineering
Category 10: Architectural
Category 11: Electrical Engineering
Category 12: Mechanical Engineering
Category 13: Building Plan Review and Inspection Services
Category 14: Civil Plan Review
Category 15: SCADA Control Panel Design, Build & Installation
Category 16: SCADA System Programming
Category 17: Traffic Signals/ITS
Category 18: Traffic Data Collection
Category 19: Floodplain Management
Category 20: SCADA Cybersecurity Resilience Enhancement
Category 23: Civil and Building Cost Estimating Services
Category 24: Civil Inspection Services

Eight (8) evaluation panels of five (5) members each were formed with evaluations being conducted from November 18, 2024 - December 31, 2024. Each evaluation panel was assigned categories to score and rank. The Consultants recommended for award were based off the ranking within each category.

The following categories were not awarded due to lack of response and may be re-advertised in the future:

Category 21: Instrumentation & Control Inspection Services
Category 22: Instrument Calibration

The contract period for each of the awarded contracts 2025284 - 2025371 is for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual Task Orders with estimated values of \$50,000 - \$500,000. As projects are identified, each Task Order shall be approved in strict accordance with the City procurement code. A listing of each awarded contract by contract number, vendor and description is attached.

NOTE: DUE TO DOCUMENT VOLUME, THE ABOVE LISTED CONTRACTS HAVE NOT BEEN UPLOADED IN GRANICUS. SIGNED CONTRACTS ARE ON FILE IN THE CITY CLERK'S OFFICE.

BENEFITS:

Having these contracts in place for engineering and architectural services streamlines the procurement process and allows for expeditious project execution for consulting services.

FUTURE ACTION:

Projects identified under these Contracts will be awarded via Task Orders to the consultants that are experienced and qualified to do the work and propose to complete the work within the identified budget. Task Orders may require City Council approval dependent on the identified cost of each contract.

FINANCIAL IMPACT STATEMENT:

No cost implications or encumbrances until individual Task Orders are issued.

CURRENT FISCAL YEAR TOTAL COST:

As funded and developed per project.

BUDGETED:

No

FISCAL YEAR:

As Developed

FUND/DEPARTMENT:

As Developed

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

ATTACHMENTS:

[On-Call Eng and Arch List.pdf](#)

[2025174 on-Call Contacts.pdf](#)

On-Call Engineering and Architectural Contract List

Category 1: General Engineering

- No. 1: Coe & Van Loo LLC (CVL)
- No. 2: Ardurra Group, Inc.
- No. 3: Colliers Engineering & Design
- No. 4: Sunrise Engineering, LLC
- No. 5: Michael Baker International

Category 2: Water/Wastewater

- No. 1: GHD Inc.
- No. 2: Dibble & Associates Consulting Engineers, Inc. dba Dibble
- No. 3: Wilson Engineers, LLC
- No. 4: Colliers Engineering & Design, Inc.
- No. 5: EPS Group, Inc.

Category 3: Water/Wastewater Specialties

- No. 1: Matrix New World Engineering, Land Surveying and Landscape Architecture, PC
- No. 2: Wilson Engineers, LLC
- No. 3: Brown and Caldwell, Inc.
- No. 4: Hazen and Sawyer
- No. 5: Quantum Integrated Solutions, Inc.

Category 4: Roadway & Transportation

- No. 1: Kimley-Horn and Associates, Inc.
- No. 2: Sunrise Engineering, LLC
- No. 3: AZTEC Engineering Group, Inc.
- No. 4: Dibble & Associates Consulting Engineers, Inc. dba Dibble
- No. 5: Coe & Van Loo LLC (CVL)

Category 5: Transportation Studies

- No. 1: AECOM Technical Services, Inc.
- No. 2: Kimley-Horn and Associates, Inc.
- No. 3: Y2K Engineering, LLC
- No. 4: Michael Baker International
- No. 5: Wilson & Company, Inc.

On-Call Engineering and Architectural Contract List

Category 6: Traffic/Safety Engineering

- No. 1: Y.S. Mantri and Associates, an HR Green Company
- No. 2: Kimley-Horn and Associates, Inc.
- No. 3: AECOM Technical Services, Inc.
- No. 4: Y2K Engineering, LLC
- No. 5: Greenlight Traffic Engineering, LLC

Category 7: Parks & Recreation

- No. 1: J2 Engineering & Environmental Design
- No. 2: Terracon Consultants, Inc.
- No. 3: Coe & Van Loo LLC (CVL)

Category 8: Environmental Consulting

- No. 1: Terracon Consultants, Inc.
- No. 2: Logan Simpson
- No. 3: Colliers Engineering & Design

Category 9: Structural Engineering

- No. 1: Horrocks LLC
- No. 2: Stanley Consultants, Inc.
- No. 3: Advanced Structural Engineering, Inc. (ASE)
- No. 4: Meyer Borgman Johnson

Category 10: Architectural

- No. 1: Dick & Fritsche Design Group
- No. 2: Arrington Watkins Architects
- No. 3: GH2 Architects, LLC
- No. 4: GLHN Architects & Engineers
- No. 5: Wilson & Company, Inc.

Category 11: Electrical Engineering

- No. 1: Kimley-Horn and Associates, Inc.
- No. 2: Spectrum Engineers, Inc.
- No. 3: GLHN Architects & Engineers, Inc.
- No. 4: Săzän Group, Inc.

On-Call Engineering and Architectural Contract List

Category 12: Mechanical Engineering

No. 1: Săzăn Group, Inc.

No. 2: Kimley-Horn and Associates, Inc.

No. 3: GLHN Architects & Engineers, Inc.

Category 13: Building Plan Review and Inspection Services

No. 1: Bureau Veritas North America, Inc.

No. 2: Brown and Associates Certified Inspection Service, Inc.

No. 3: Willdan Engineering

Category 14: Civil Plan Review

No. 1: Consultant Engineering, Inc.

No. 2: Sunrise Engineering, LLC

No. 3: Entellus, Inc.

No. 4: Michael Baker International

No. 5: Bureau Veritas North America, Inc.

Category 15: SCADA Control Panel Design, Build & Installation

No. 1: Vertech Industrial Systems, LLC

No. 2: Felix Construction Company

No. 3: Enterprise Automation a Tetra Tech Company

Category 16: SCADA System Programming

No. 1: Brown and Caldwell, Inc.

No. 2: Vertech Industrial Systems, LLC

No. 3: Quantum Integrated Solutions, Inc.

Category 17: Traffic Signals/ITS

No. 1: Kimley-Horn and Associates, Inc.

No. 2: Stanley Consultants, Inc.

No. 3: AECOM Technical Services, Inc.

No. 4: Southwest Traffic Engineering, LLC

No. 5: Y2K Engineering, LLC

On-Call Engineering and Architectural Contract List

Category 18: Traffic Data Collection

No. 1: Kimley-Horn and Associates, Inc.

No. 2: All Traffic Data Services, LLC (ATD), a wholly owned subsidiary of Rekor Systems, Inc.

Category 19: Floodplain Management

No. 1: Stantec Consulting Services, Inc.

No. 2: Michael Baker International

No. 3: Westwood Professional Services, Inc

No. 4: Colliers Engineering & Design

Category 20: SCADA Cybersecurity Resilience Enhancement

No. 1: Quantum Integrated Solutions, Inc.

No. 2: Enterprise Automation a Tetra Tech Company

No. 3: Vertech Industrial Systems, LLC

Category 21: Instrumentation & Control Inspection Services

NO SUBMITTALS RECEIVED

Category 22: Instrument Calibration

NO SUBMITTALS RECEIVED

Category 23: Civil and Building Cost Estimating Services

No. 1: Marc Taylor, Inc.

No. 2: Rider Levett Bucknall Ltd. (RLB)

No. 3: Sustainability Engineering Group, LLC

Category 24: Civil Inspection Services

No. 1: Consultant Engineering, Inc.

No. 2: Tristar Engineering and Management, Inc.

No. 3: WSP USA

No. 4: Ardurra Group, Inc.

No. 5: Entellus, Inc.

Contract #	Agreement Type	Vendor	Description
2025284	On-Call	Coe & Van Loo LLC	On-Call Eng. and Arch. Cat 1 - General Eng.
2025285	On-Call	Ardurra Group, Inc.	On-Call Eng. and Arch. Cat 1 - General Eng.
2025286	On-Call	Colliers Engineering & Design, Inc.	On-Call Eng. and Arch. Cat 1 - General Eng.
2025287	On-Call	Sunrise Engineering, LLC	On-Call Eng. and Arch. Cat 1 - General Eng.
2025288	On-Call	Michael Baker International, Inc.	On-Call Eng. and Arch. Cat 1 - General Eng.
2025289	On-Call	GHD Inc.	On-Call Eng. and Arch Cat 2 - Water/Wastewater
2025290	On-Call	Dibble and Associates Consulting Engineers, Inc. dba Dibble	On-Call Eng. and Arch Cat 2 - Water/Wastewater
2025291	On-Call	Wilson Engineers, LLC	On-Call Eng. and Arch Cat 2 - Water/Wastewater
2025292	On-Call	Colliers Engineering & Design, Inc.	On-Call Eng. and Arch Cat 2 - Water/Wastewater
2025293	On-Call	EPS Group, Inc.	On-Call Eng. and Arch Cat 2 - Water/Wastewater
2025294	On-Call	Matrix New World Engineering, Land Surveying and Landscape Architecture, PC	On-Call Eng. and Arch Cat 3 - Water/Wastewater Specialties
2025295	On-Call	Wilson Engineers, LLC	On-Call Eng. and Arch Cat 3 - Water/Wastewater Specialties
2025296	On-Call	Brown and Caldwell, Inc.	On-Call Eng. and Arch Cat 3 - Water/Wastewater Specialties
2025297	On-Call	Hazen and Sawyer	On-Call Eng. and Arch Cat 3 - Water/Wastewater Specialties
2025298	On-Call	Quantum Integrated Solutions, Inc.	On-Call Eng. and Arch Cat 3 - Water/Wastewater Specialties
2025299	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 4 - Roadway & Transportation
2025300	On-Call	Sunrise Engineering, LLC	On-Call Eng. and Arch Cat 4 - Roadway & Transportation
2025301	On-Call	AZTEC Engineering Group, Inc.	On-Call Eng. and Arch Cat 4 - Roadway & Transportation
2025302	On-Call	Dibble and Associates Consulting Engineers, Inc. dba Dibble	On-Call Eng. and Arch Cat 4 - Roadway & Transportation
2025303	On-Call	Coe & Van Loo LLC	On-Call Eng. and Arch Cat 4 - Roadway & Transportation

2025304	On-Call	AECOM Technical Services, Inc.	On-Call Eng. and Arch Cat 5 - Transportation Studies
2025305	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 5 - Transportation Studies
2025306	On-Call	Y2K Engineering, LLC	On-Call Eng. and Arch Cat 5 - Transportation Studies
2025307	On-Call	Michael Baker International, Inc.	On-Call Eng. and Arch Cat 5 - Transportation Studies
2025308	On-Call	Wilson & Company, Inc.	On-Call Eng. and Arch Cat 5 - Transportation Studies
2025309	On-Call	Y.S. Mantri and Associates an HR Green Company	On-Call Eng. and Arch Cat 6 - Traffic/Safety Eng.
2025310	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 6 - Traffic/Safety Eng.
2025311	On-Call	AECOM Technical Services, Inc.	On-Call Eng. and Arch Cat 6 - Traffic/Safety Eng.
2025312	On-Call	Y2K Engineering, LLC	On-Call Eng. and Arch Cat 6 - Traffic/Safety Eng.
2025313	On-Call	Greenlight Traffic Engineering, LLC	On-Call Eng. and Arch Cat 6 - Traffic/Safety Eng.
2025314	On-Call	J2 Engineering & Environmental Design, LLC	On-Call Eng. and Arch Cat 7 - Parks & Recreation
2025315	On-Call	Terracon Consultants, Inc.	On-Call Eng. and Arch Cat 7 - Parks & Recreation
2025316	On-Call	Coe & Van Loo LLC	On-Call Eng. and Arch Cat 7 - Parks & Recreation
2025317	On-Call	Terracon Consultants, Inc.	On-Call Eng. and Arch Cat 8 - Environmental Consulting
2025318	On-Call	Logan Simpson Design Inc. dba Logan Simpson	On-Call Eng. and Arch Cat 8 - Environmental Consulting
2025319	On-Call	Colliers Engineering & Design, Inc.	On-Call Eng. and Arch Cat 8 - Environmental Consulting
2025320	On-Call	Horrocks LLC	On-Call Eng. and Arch Cat 9 - Structural Eng.
2025321	On-Call	Stanley Consultants, Inc.	On-Call Eng. and Arch Cat 9 - Structural Eng.
2025322	On-Call	Advanced Structural Engineering, Inc.	On-Call Eng. and Arch Cat 9 - Structural Eng.
2025323	On-Call	Meyer Borgman & Johnson, Inc.	On-Call Eng. and Arch Cat 9 - Structural Eng.
2025324	On-Call	Dick & Fritsche Design Group, Inc. dba DFDG Architecture	On-Call Eng. and Arch Cat 10 - Architectural
2025325	On-Call	Arrington Watkins Architects, LLC	On-Call Eng. and Arch Cat 10 - Architectural

2025326	On-Call	GH2 Architects, LLC	On-Call Eng. and Arch Cat 10 - Architectural
2025327	On-Call	GLHN Architects & Engineers, Inc.	On-Call Eng. and Arch Cat 10 - Architectural
2025328	On-Call	Wilson & Company, Inc.	On-Call Eng. and Arch Cat 10 - Architectural
2025329	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 11 - Electrical Eng.
2025330	On-Call	Spectrum Engineers, Inc.	On-Call Eng. and Arch Cat 11 - Electrical Eng.
2025331	On-Call	GLHN Architects & Engineers, Inc.	On-Call Eng. and Arch Cat 11 - Electrical Eng.
2025332	On-Call	Sazan Group, Inc.	On-Call Eng. and Arch Cat 11 - Electrical Eng.
2025333	On-Call	Sazan Group, Inc.	On-Call Eng. and Arch Cat 12 - Mechanical Eng.
2025334	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 12 - Mechanical Eng.
2025335	On-Call	GLHN Architects & Engineers, Inc.	On-Call Eng. and Arch Cat 12 - Mechanical Eng.
2025336	On-Call	Bureau Veritas North America, Inc.	On-Call Eng. and Arch Cat 13 - Building Plan Review and Inspection Services
2025337	On-Call	Brown and Associates Certified Inspection Service, Inc.	On-Call Eng. and Arch Cat 13 - Building Plan Review and Inspection Services
2025338	On-Call	Willdan Engineering Inc.	On-Call Eng. and Arch Cat 13 - Building Plan Review and Inspection Services
2025339	On-Call	Consultant Engineering, Inc.	On-Call Eng. and Arch Cat 14 - Civil Plan Review
2025340	On-Call	Sunrise Engineering, LLC	On-Call Eng. and Arch Cat 14 - Civil Plan Review
2025341	On-Call	Entellus, Inc.	On-Call Eng. and Arch Cat 14 - Civil Plan Review
2025342	On-Call	Michael Baker International, Inc.	On-Call Eng. and Arch Cat 14 - Civil Plan Review
2025343	On-Call	Bureau Veritas North America, Inc.	On-Call Eng. and Arch Cat 14 - Civil Plan Review
2025344	On-Call	Vertech Industrial Systems, LLC	On-Call Eng. and Arch Cat 15 - SCADA Control Panel Design, Build & Installation
2025345	On-Call	Felix Construction Company	On-Call Eng. and Arch Cat 15 - SCADA Control Panel Design, Build & Installation

2025346	On-Call	Enterprise Automation	On-Call Eng. and Arch Cat 15 - SCADA Control Panel Design, Build & Installation
2025347	On-Call	Brown and Caldwell, Inc.	On-Call Eng. and Arch Cat 16 - SCADA System Programming
2025348	On-Call	Vertech Industrial Systems, LLC	On-Call Eng. and Arch Cat 16 - SCADA System Programming
2025349	On-Call	Quantum Integrated Solutions, Inc.	On-Call Eng. and Arch Cat 16 - SCADA System Programming
2025350	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 17 - Traffic Signals/ITS
2025351	On-Call	Stanley Consultants, Inc.	On-Call Eng. and Arch Cat 17 - Traffic Signals/ITS
2025352	On-Call	AECOM Technical Services, Inc.	On-Call Eng. and Arch Cat 17 - Traffic Signals/ITS
2025353	On-Call	Southwest Traffic Engineering, LLC	On-Call Eng. and Arch Cat 17 - Traffic Signals/ITS
2025354	On-Call	Y2K Engineering, LLC	On-Call Eng. and Arch Cat 17 - Traffic Signals/ITS
2025355	On-Call	Kimley-Horn and Associates, Inc.	On-Call Eng. and Arch Cat 18 - Traffic Data Collection
2025356	On-Call	All Traffic Data Services, LLC, a wholly owned subsidiary of Rekor Systems, Inc.	On-Call Eng. and Arch Cat 18 - Traffic Data Collection
2025357	On-Call	Stantec Consulting Services, Inc.	On-Call Eng. and Arch Cat 19 - Floodplain Management
2025358	On-Call	Michael Baker International, Inc.	On-Call Eng. and Arch Cat 19 - Floodplain Management
2025359	On-Call	Westwood Professional Services, Inc.	On-Call Eng. and Arch Cat 19 - Floodplain Management
2025360	On-Call	Colliers Engineering & Design, Inc.	On-Call Eng. and Arch Cat 19 - Floodplain Management
2025361	On-Call	Quantum Integrated Solutions, Inc.	On-Call Eng. and Arch Cat 20 - SCADA Cybersecurity Resilience Enhancement
2025362	On-Call	Enterprise Automation	On-Call Eng. and Arch Cat 20 - SCADA Cybersecurity Resilience Enhancement
2025363	On-Call	Vertech Industrial Systems, LLC	On-Call Eng. and Arch Cat 20 - SCADA Cybersecurity Resilience Enhancement
2025364	On-Call	Marc Taylor, Inc.	On-Call Eng. and Arch Cat 23 - Civil and Building Cost Estimating Services
2025365	On-Call	Rider Levett Bucknall Ltd.	On-Call Eng. and Arch Cat 23 - Civil and Building Cost Estimating Services
2025366	On-Call	Sustainability Engineering Group, LLC	On-Call Eng. and Arch Cat 23 - Civil and Building Cost Estimating Services

2025367	On-Call	Consultant Engineering, Inc.	On-Call Eng. and Arch Cat 24 - Civil Inspection Services
2025368	On-Call	Tristar Engineering and Management, Inc.	On-Call Eng. and Arch Cat 24 - Civil Inspection Services
2025369	On-Call	WSP USA	On-Call Eng. and Arch Cat 24 - Civil Inspection Services
2025370	On-Call	Ardurra Group, Inc.	On-Call Eng. and Arch Cat 24 - Civil Inspection Services
2025371	On-Call	Entellus, Inc.	On-Call Eng. and Arch Cat 24 - Civil Inspection Services

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/04/25	AGENDA ITEM: 4.C. AV - Taxiway H, Connecting Taxiways and T-Hangar Taxilane Pavement Preservation
DATE PREPARED: 02/27/25	DISTRICT NO.: 1
STAFF LIAISON: Scott Lowe, Aviation Assets Director, slowe@buckeyeaz.gov, (623) 349-6815	
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 Construction Contract (No. 2025273) between the City of Buckeye, an Arizona municipal corporation, and Granite Construction Company, a California corporation, to provide a one-inch mill, crackseal and overlay to Taxiway H, Connecting Taxiways and the T-Hangar Taxilanes; authorize the City Manager to execute and deliver said Contract on behalf of the City of Buckeye; and approve a budget transfer of \$319,400 from GL 10003172-540020 to CIP GL 50211200-543225.

SUMMARY

PROJECT DESCRIPTION:

The project includes milling approximately 39,028 square yards of asphalt cement pavement on Taxiway H, connecting taxiways and the T-Hangar Taxilanes. (The millings will be retained on airport for application on areas of the airport needing dust control.) The project also includes crack sealing and rehabilitation in all of these areas (approximately 17,300 lineal feet of cracks) and a one-inch overlay of these areas. In addition, the Blast Pad and Run-Up areas located at the approach ends of Runways 17 and 35 will be crack sealed and seal coated (approximately 5,168 square yards). To finish the project, the taxiways, taxilanes and run-up areas will receive new pavement markings (7,490 lineal feet). When complete the airport will have a new baseline, from which all future pavement preservation can be measured.

BENEFITS:

The Buckeye Municipal Airport is on the verge of development and increased activity. Just in the past two years, operations have grown exponentially. With the higher demands for traffic, ensuring that the pavement meets the needs of that traffic brings with it highly satisfied aviation customers. It also indicates that our airport is ready for commercial development. It demonstrates to the FAA that the City of Buckeye values the Buckeye Municipal Airport as an important asset in its growth as a City, which makes Buckeye that much more attractive for grant funding for much needed expansion projects: the FAA wants to ensure that what they might fund is also going to be maintained.

FUTURE ACTION:

Continue with a plan of pavement preservation at the Airport so as to keep the Pavement Condition Index in the "good" to "excellent" range with future maintenance funding.

FINANCIAL IMPACT STATEMENT:

This project has two sources of funding. There is \$355,000 in the Land Improvement Fund in General Fund Public Work's Operation's budget for Taxiway Pavement Preservation and there is \$395,800 in the CIP fund for Taxiway Overlay. Combined, these budgeted lines represent the needed funding for this much needed project. The transfer of \$319,400 will bring the CIP Fund GL 50211200-543225, to \$715,200 which includes \$65,015.40 in construction contingency which would only be used for changes discovered in the field during construction.

CURRENT FISCAL YEAR TOTAL COST:

\$319,400 in GL 10003172 540020 to be transferred to CIP GL 50211200 543225 for a grand total of \$715,169.40 in the CIP to accomplish this project.

BUDGETED:

Yes

FISCAL YEAR:

2025

FUND/DEPARTMENT:

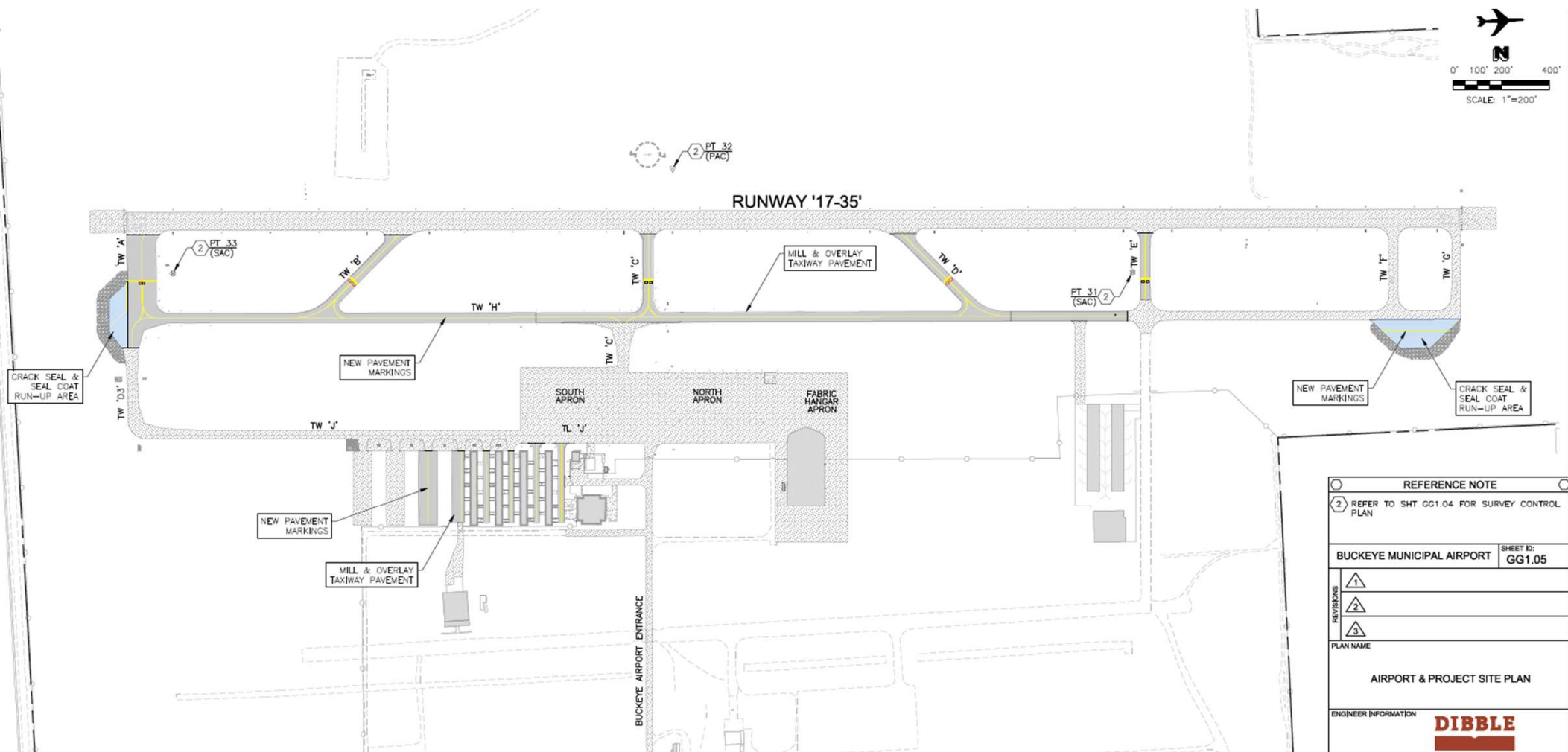
Aviation

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

ATTACHMENTS:

[Taxiway_Rehab.pdf](#)

[Contract No. 2025273.pdf](#)



REFERENCE NOTE	
2	REFER TO SHT GG1.04 FOR SURVEY CONTROL PLAN
BUCKEYE MUNICIPAL AIRPORT	
SHEET ID: GG1.05	
REVISIONS	
1	
2	
3	
PLAN NAME	
AIRPORT & PROJECT SITE PLAN	
ENGINEER INFORMATION	
DIBBLE	

**CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

CONTRACT NO. 2025273

THIS CONTRACT is entered into as of _____, by and between the CITY OF BUCKEYE, an Arizona municipal Corporation ("City") and Granite Construction Company, a California corporation ("Contractor"). The terms of this Contract are to be construed consistently with the other Contract Documents enumerated in Article 1 of the General Conditions of the Construction Contract, attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the mutual promises of the parties, the City and the Contractor agree as follows:

1. THE WORK: The Contractor shall furnish all labor, materials, equipment, and services, as more fully set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as required to complete the BXK Taxiway H & Hangar Taxilanes Rehabilitation project, as more fully set forth in **Exhibit C and Exhibit D**, attached hereto and incorporated herein by reference.

2. CONTRACT TIME: The Contractor shall commence the Work only if and when directed in a written Notice to Proceed signed by the City. Substantial Completion, as defined herein, shall be achieved within **Fifty-One (51) calendar days**. In view of the difficulty or impossibility of determining the City's damages from delay, should the Contractor fail to achieve Substantial Completion by that date, as extended by any City approved Change Orders, the Contractor agrees to pay and will pay to the City, in addition to all other sums pursuant to the Contract Documents, the sum of **\$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 3 days of receipt of written demand.

3. CONTRACT PRICE: Subject to increases and decreases for Change Orders in accordance with the Contract Documents, the City shall pay to the Contractor the following Contract Price, in progress payments as provided in the Contract Documents: **Six Hundred Fifty Thousand One Hundred Fifty-Four Dollars and Zero Cents (\$650,154.00)**.

4. SUPPLEMENTAL TERMS AND CONDITIONS: The following supplemental terms and conditions and/or documents are part of this Contract:

- A. General Conditions of the Construction Contract.
- B. Contractor Bid Forms.
- C. Project Plans.
- D. Final Project Specifications.
- E. Payment and Performance Bonds.

5. BONDS: The Contractor shall provide all required bonds in the forms attached hereto as **Exhibit E**.

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

CITY:

CITY OF BUCKEYE,
an Arizona Municipal corporation

CONTRACTOR:

GRANITE CONSTRUCTION COMPANY,
a California corporation



Dan Cotterman, City Manager

Derek Betts, Vice President Arizona Region

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

(General Conditions)

See following pages.

**GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE 1 GENERAL DEFINITIONS	2
ARTICLE 2 INTENT	3
ARTICLE 3 CONTRACTOR	3
ARTICLE 4 OTHER CONTRACTORS AND COOPERATION	3
ARTICLE 5 SITE CONDITIONS AND ENVIRONMENTAL MATTERS	4
ARTICLE 6 PRODUCT SAMPLES, TESTS, AND CERTIFICATES	9
ARTICLE 7 AS-BUILT DRAWINGS	10
ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR	11
ARTICLE 9 SUBCONTRACTS	12
ARTICLE 10 COMMUNICATIONS	13
ARTICLE 11 PERMITS, TAXES, AND FEES	13
ARTICLE 12 INSURANCE	13
ARTICLE 13 INDEMNIFICATION	16
ARTICLE 14 PROGRESS AND SCHEDULING	17
ARTICLE 15 DAILY LOG	17
ARTICLE 16 MISCELLANEOUS DUTIES	18
ARTICLE 17 INSPECTION OF WORK	20
ARTICLE 18 CORRECTION OF WORK	21
ARTICLE 19 DELAYS AND TIME EXTENSIONS	22
ARTICLE 20 SUSPENSION OF WORK	24
ARTICLE 21 RIGHT TO STOP WORK	24
ARTICLE 22 CHANGES	24
ARTICLE 23 PAYMENT	26
ARTICLE 24 WARRANTY	28
ARTICLE 25 SUBSTANTIAL COMPLETION	29
ARTICLE 26 FINAL INSPECTION	29
ARTICLE 27 ASSIGNMENT OF CLAIMS	30
ARTICLE 28 DISPUTES	30
ARTICLE 29 FORUM	30
ARTICLE 30 TERMINATION BY THE CITY	31
ARTICLE 31 TERMINATION FOR CAUSE	31
ARTICLE 32 TERMINATION FOR CONVENIENCE OF THE CITY	33
ARTICLE 33 ASSIGNMENT OF CONTRACT	33
ARTICLE 34 LAW TO GOVERN	34
ARTICLE 35 E-VERIFY REQUIREMENTS	34
ARTICLE 36 FEDERAL IMMIGRATION LAWS AND REGULATIONS	34
ARTICLE 37 ISRAEL	34
ARTICLE 38 FORCED LABOR OF ETHNIC UYGHURS	34

ARTICLE 1 GENERAL DEFINITIONS

“Addenda” means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

“Contract Documents” or “Contract” means the Construction Contract Between City and Contractor, the General Conditions of the Construction Contract, any Supplemental Conditions of the Construction Contract, the Drawings, the Specifications, the Performance and Payment Bonds, the Project Manual, Addenda and Modifications.

“Date of Substantial Completion” shall be the date certified by the City that the work is in the Condition defined herein as substantial completion.

“Day” means calendar day unless specifically otherwise provided herein or by law.

“Modifications” means Change Orders signed by the City, or other written amendments signed by both the City and the Contractor at or after the execution of the Contract, or the City’s written interpretations or directions for minor changes in the Work. A “minor change” is defined as one having no impact on cost or time or the City’s approved design intent, as determined by the City.

“Project” means all components of the improvements to be constructed for the City, regardless of whether the Work is all or only a part.

“Project Manual” means the written volume so titled which includes the bid documents, sample forms, specifications, and description of the project.

“Substantial Completion” means the Contractor’s work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the work or designated portion thereof for the use for which it is intended.

“Work” consists of all labor (including supervision), materials, equipment, supplies and other items reasonably required to construct all or a portion of the Project according to the Contract Documents.

ARTICLE 2 INTENT

A. The Contract represents the entire and integrated agreement between the City and the Contractor, and it supersedes all prior oral or written negotiations, representations or agreements. The Contract may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

B. The Contract Documents are to include all items reasonably necessary to construct the Work, expressly or by inference. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 3 CONTRACTOR

A. The Contractor is the individual or legal entity identified in the Contract Documents who is licensed to perform the Work under the laws of the State of Arizona. The Contractor shall only use duly licensed Subcontractors in connection with the Work, subject to the provisions for City approval contained in the Contract Documents.

ARTICLE 4 OTHER CONTRACTORS AND COOPERATION

A. The City reserves the right to award other contracts related to the Project, or to perform certain work itself. Such other work may or may not be known to the City or disclosed to the Contractor prior to bidding this project. The Contractor shall afford the City and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the City may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to the site and their work.

B. Upon request of the Contractor, the City will provide the Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or work. The Contractor shall thoroughly examine these documents and shall within three (3) days of completing such examination notify the City in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given so late as to interfere with or delay the work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may have as a result of the necessity to coordinate the Contractor's work with other activities.

C. Should the Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against the City for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor. The phrase “acts or omissions” as used in this section shall be defined to include, but not be limited to, any reasonable delay on the part of any such other contractor, whether due to negligence, gross negligence, inadvertence or any other cause.

D. Should the Contractor cause damage to the work or property of any other contractor or of the City, the Contractor shall upon receiving due notice, promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, to the furthest extent permitted by law, indemnify and hold harmless for, from, and against defend such proceedings, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorney’s fees and court or other costs which the City has incurred.

ARTICLE 5 SITE CONDITIONS AND ENVIRONMENTAL MATTERS

A. The Contractor shall thoroughly acquaint himself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

B. The Contractor agrees that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the bid herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the City in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the City, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a bid, or if the Contractor does submit a bid, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information.

C. The Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of:

1. Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract and which were not known by the Contractor or could not have been discovered by careful examination and investigation of the information available at bid time and which could adversely affect the timely performance of the Work or its cost; or

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Contract.

D. The City shall within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If the City find that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If the City determine that no Change Order will be issued, the Contractor shall continue with the Work at no additional cost and under no change in Contract Time.

E. No claim by the Contractor for an increase in the Contract Price or Contract Time hereunder shall be allowed without proper advance notice and an adequate opportunity for the City to investigate.

F. Environmental Matters: Contractor shall provide or cause to be provided a copy of this Section (Environmental Matters) to each Subcontractor and each Sub-subcontractor participating in the Work.

1. Definitions. The following terms will have their respective designated meanings:

“Environmental Law” means any and all laws, ordinances, regulations, rules and administrative and court decisions (federal, state and local) now or hereafter in effect and as in effect from time to time and as amended from time to time pertaining to environmental conditions or to protection or regulation of the environment (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.); the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901, et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601, et seq.); the Superfund Amendments and Reauthorization Act of 1986, Title III (42 U.S.C. Section 11001 et seq.); the Clean Air Act (42 U.S.C. Section 7401, et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Oil Pollution Act (33 U.S.C. Section 2701 et seq.); the Arizona Environmental Quality Act (A.R.S. Section 49-101, et seq.); the Arizona Underground Storage Tank Act (A.R.S. Section 49-1001, et seq.); the Arizona Water Quality Assurance Revolving Fund Act (A.R.S. Section 49-281, et seq.) and any successor statutes to the foregoing and any regulations, rules or guidelines promulgated pursuant thereto.)

“Hazardous Substance” means any of the following: (i) any petroleum, oil, gasoline, kerosene, other petroleum product, flammable substance, volatile organic compound, volatile solvent, explosive, asbestos, polychlorinated biphenyl, dioxin, toxic herbicide or pesticide, radioactive material, radon gas and materials containing formaldehyde; (ii) any material, substance or waste now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” “toxic substances,” “regulated substances,” “solid wastes,” “pollutant,” or “contaminant” or words of similar import in any Environmental Law; (iii) any other material, substance or waste now or hereafter classified or regulated as “hazardous” or “toxic” under any Environmental Law; (iv) any material, substance or waste now or hereafter listed in the United States Department of Transportation Table (49 CFR 172.101) or classified by the United States Environmental Protection Agency as “hazardous” (40 CFR Part 302) or in any successor or replacement tables or classifications as in effect from time to time; and (v) any Hazardous Waste.

“Hazardous Waste” means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).

“Contractor Hazardous Waste” means any Hazardous Waste arising during or from the Work that is generated by the acts or omissions of Contractor, a Subcontractor or any Sub-subcontractor (including, without limitation, a Contractor Release) and that is not City Hazardous Waste.

“City Hazardous Waste” means Hazardous Waste (i) that consists of Hazardous Substances in any existing structure, facility or equipment on City’s property or otherwise present on City’s property at commencement of the Work, and (ii) that has become Hazardous Waste due to any part of the Work. However, City Hazardous Waste does not include any Hazardous Substance that has become a Hazardous Waste due to any Contractor Release.

“Project Hazardous Waste” means any Hazardous Waste arising on City’s property from the Work (including, without limitation, Contractor Hazardous Waste and City Hazardous Waste), regardless of: (a) whether generated by the acts or omissions of City, Contractor, a Subcontractor or a Sub-subcontractor; (b) whether it consists of Hazardous Substances that were on or in City’s property at commencement of the Work and that have become Hazardous Waste in the course of the Work; and (c) whether it consists of Hazardous Substances that are brought on to City’s property for or during the Work by Contractor, a Subcontractor or a Sub-subcontractor and that have become Hazardous Waste in the course of the Work.

“OSHA” means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

“Release” means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.

“Contractor Release” means a Release of a Hazardous Substance (including, without limitation, Hazardous Substances that were on or in City’s property at commencement of the Work) arising from acts or omissions of Contractor or any Subcontractor or Sub-subcontractor or their employees or workers. However, Contractor Release does not include Releases of pre-existing Hazardous Substances on City’s property of which City had not made Contractor aware and as to which Contractor, Subcontractors and Sub-subcontractors acted reasonably.

G. General Requirements.

1. Compliance with Environmental Law and OSHA. Contractor shall comply with, and shall cause all Subcontractors and Sub-subcontractors to comply with, this section and with all Environmental Law and OSHA applicable to (i) Contractor, (ii) Subcontractors, (iii) Subsubcontractors, (iv) the Work and (v) all of their activities in respect of the Work.

2. Hazardous Substances. (i) Hazardous Substances may be transported to and from and stored, used and be present on City’s property in such quantities as are generally recognized to be usual and customary for performance of the Work. (ii) Hazardous Waste may be generated on City’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Work. Hazardous Waste so generated may be stored temporarily on City’s property. (iii) Prior to final completion of the Work, Contractor shall remove or cause to be removed from City’s property and disposed of in accordance with Environmental Law and OSHA any Hazardous Substances (other than Project Hazardous Waste) brought onto City’s property during the Work or used in connection with the Work. (iv) Other than as provided in (i), (ii) and (iii), Contractor shall not, and Contractor shall cause all Subcontractors and Sub-subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on or transport to or from City’s property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on City’s property or otherwise.

3. Releases of Hazardous Substances. Upon any Release of any Hazardous Substance in connection with the Work, whether relating to a pre-existing condition on City’s property (for example, arising from any demolition of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor, a Subcontractor or a Sub subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release. City may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity. Alternatively, City shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activity. Regardless

of who takes the actions, Contractor shall absorb, without reimbursement from City, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse City for all costs and expenses incurred by City relating to any Contractor Release. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by City. In addition, City may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of City to permit human use and habitation of City's property and to permit use of City's property, and (B) as reasonably consistent in the judgment of City with such habitation and uses.

4. Hazardous Waste. City will arrange for handling, storage and disposal of any Project Hazardous Waste. On an interim basis until City can make arrangements, Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Project Hazardous Waste in full compliance with Environmental Law and OSHA. Contractor shall pay all of City's expenses of storing, handling and disposing of Contractor Hazardous Waste. City will deliver a statement to Contractor showing City's expenses, and Contractor will promptly pay such amount to City. If the amount is not paid promptly, City may offset the amount against any amount payable by City to Contractor under the Contract Documents or otherwise.

5. Notifications to City. Contractor shall notify City's Project Manager immediately upon occurrence of any of the following: (i) any discovery by Contractor, a Subcontractor or any Sub-subcontractor of any Hazardous Substance in any existing structure, facility or equipment on City's property. (ii) any Release of any Hazardous Substance on City's property in connection with the Work; (iii) the creation or generation of any Hazardous Waste resulting from the Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment); (iv) the need for any remediation or removal of any Hazardous Substance relating to the Work whether relating to a pre-existing condition on City's property or to acts or omissions of Contractor, a Subcontractor or a Sub-subcontractor; or (v) any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to the Work. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action as to any matter in **(i), (ii), (iii), (iv)** or **(v)** without the prior written approval of City and City shall have the right to elect to control and carry out any such action or matter.

6. Other Asbestos. Contractor and each Subcontractor and Sub-subcontractor to comply with all requirements of Environmental Law and OSHA concerning any other asbestos in the Work area.

H. Construction Site Safety Requirements: Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to, comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site is located or in the vicinity of or passing by the Work site and shall also take all reasonable necessary and appropriate steps to protect from damage or destruction the property of City and other persons in any part of the Facility in which the Work site is located or in the vicinity of or passing by the Work site. Among other actions in this regard Contractor shall comply with the requirements of the applicable fire code.

I. Environmental, Health and Safety Concerns by Contractor, Subcontractors or Subsubcontractors. If in the course of the Work, any environmental, health or safety concern exists or arises, whether relating to a Hazardous Substance, OSHA or otherwise, then the Work activities related to the concern must be discontinued until the concern is resolved. This means prior to disturbing a suspected Hazardous Substance or otherwise interacting with a potential health or safety hazard. The City's Project Manager must be notified immediately of the concern. Work shall not resume until approval has been provided by City. Close coordination will be maintained between City and Contractor so the Project schedule is impacted the least amount possible.

J. Scope of Indemnity. The indemnity in Article 13 of this Contract includes any claim by any person and City's attorneys' fees and other costs and expenses in defending any claim by any person that City is responsible or liable for any of the following arising from the acts or omissions of Contractor, any Subcontractor, any Sub-subcontractor or any of their employees or other workers relating to the Work: (i) any violation of Environmental Law or OSHA; (ii) any failure by Contractor, any Subcontractor or any Sub-subcontractor to perform or comply with any obligation or requirement in this Article, (iii) any Contractor Release of any Hazardous Substance; (iv) any improper disposition of any Hazardous Substance or Hazardous Waste; (v) any claim by any employee, agent, independent contractor or other worker of Contractor, any Subcontractor or any Sub-subcontractor and any claim by any other person of personal injury, death or property damage arising from any Contractor Release of any Hazardous Substance or arising from any failure by Contractor, any Subcontractor or any Sub-subcontractor to comply with any Environmental Law or OSHA or this section.

ARTICLE 6 PRODUCT SAMPLES, TESTS, AND CERTIFICATES

A. The Contractor shall furnish Product Samples of all items requested or required by the City. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the City. The City will review Product Samples.

B. Each Product Sample must be accompanied by a letter of transmittal containing the following information:

1. Date of Submission
2. Name of Project
3. Location of Project
4. Branch of Work (Specification Section Number)
5. Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor

C. The Contractor shall furnish to the City a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the City together with a statement of compliance in its own name.

D. No tests, inspections or approvals performed or given by the City or others acting for the City or any agency of Federal, State or Local government nor any acts or omissions by the City in administering this Contract shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

E. Unless the City is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

F. After delivery of materials, the City may make such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the City and shall not relieve Contractor of the responsibility for providing quality control measurements to assure that Work strictly complies with the Contract Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

G. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, the City shall have the right to cause their removal and replacement by items meeting Contract Document requirements or to demand and secure appropriate reparation to the City from the Contractor.

ARTICLE 7 AS-BUILT DRAWINGS

A. Prior to Substantial Completion, the Contractor shall complete and turn over to the City the As-Built Drawings. The As-Built Drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from contract Change Orders and all buried and concealed installation of piping, conduit and utility services.

All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color.

B. For any changes or corrections in the Work which are made subsequent to Substantial Completion, revisions shall be submitted to the City prior to Final Payment.

ARTICLE 8 SUPERINTENDENCE BY THE CONTRACTOR

A. The Contractor shall have a competent superintendent on the site at all times during the progress of the Work. Contractor's superintendent must be acceptable to the City. The superintendent shall have such assistants with such individual specialized competencies including, but not limited to, CPM scheduling, as may be necessary to fully understand and oversee all aspects of the Work. The superintendent and his assistants all shall be physically fit for their Work and capable of going to all locations where Work is being performed. A communication to the superintendent or his designated assistants by the City is binding upon the Contractor. The Contractor's superintendent shall be responsible for the prevention of accidents at the site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work, and a copy of the Code shall be available at the site.

B. The Contractor shall at all times enforce strict discipline and good order among the workers on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the work assigned to him. The Contractor shall be responsible to the City for all acts and omissions of its employees, Subcontractors, Suppliers, anyone whom the Contractor may allow to perform or inspect or supervise any Work, and their agents and employees together with anyone whom the Contractor may allow to come on the Project site. In addition, if the Contractor receives written notice from the City to dismiss those subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the City.

C. The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under this contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work.

ARTICLE 9 SUBCONTRACTS

A. The Contractor shall supply with its bid to the City a written list of all proposed subcontractors and suppliers. The City will promptly reply to the Contractor in writing stating whether the City, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the City has reasonable objection. If, prior to the award of the Contract, the City has a reasonable objection to any subcontractor or supplier and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid nonresponsive.

B. No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the City without prior written approval by the City. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the City's discretion, thereby rendering the Contract voidable.

C. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the City, unless the City invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the City.

D. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the City and only as to those subcontracts and purchase orders which the City assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the City and its assigns. Such assignment is part of the consideration to the City for entering into this Contract with the Contractor and may not be withdrawn prior to final completion.

E. The City may require each proposed subcontractor whose subcontract will exceed \$100,000.00 to furnish a performance bond and a payment bond on City-approved forms in the full amount of its subcontract. The City will reimburse the Contractor for the documented cost of the subcontractor's performance bond premiums in the event the City requires such bonds by the subcontractor.

ARTICLE 10 COMMUNICATIONS

- A. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract.
- B. Communications will be deemed to have been made if delivered in person or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

ARTICLE 11 PERMITS, TAXES, AND FEES

- A. The Contractor shall secure and pay for any necessary building permits and for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work, and shall immediately deliver copies to the City. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.
- B. The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally enacted at the time bids are received, whether or not yet effective.

ARTICLE 12 INSURANCE

- A. Insurance Requirements: Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

E. Minimum Scope and Limits of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. The Contractor waives all rights of subrogation under the following policies.

- (1) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

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

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

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor including automobiles owned, leased, hired or borrowed by the Contractor".

- (3) Workers Compensation and Employers Liability

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

- (4) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

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

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

(1) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

G. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverages for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

H. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

William Kauppi, Chief Financial Officer
Finance Department
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

I. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

J. Verification of Coverage

(1) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.

(2) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(3) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Chief Financial Officer, Finance Department. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

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

L. Liability Notwithstanding Insurance: Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve the Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 13 INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 14 PROGRESS AND SCHEDULING

- A. Planning, scheduling and progress monitoring are essential functions of the Contractor. Within ten (10) days after the award of the Contract, the Contractor shall prepare and submit for the City a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by the City.
- B. The Contractor shall also furnish the City with a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measurements it will take in the next thirty days to put the Work back on schedule.
- C. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.
- D. The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the City.

ARTICLE 15 DAILY LOG

- A. The Contractor shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form approved by the City. The Contractor shall document all activities at the Project site, including:
1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job site, and any other weather conditions which adversely affect Work at the site;
 2. Soil conditions which adversely affect Work at the site;
 3. The hours of operation by Contractor and individual Subcontractor personnel;
 4. The number of Contractor and Subcontractor personnel present and working at the site, by subcontract and trade, and updated schedule activity number.
 5. The equipment active or idle at the site;
 6. A description of the Work being performed at the site, by updated schedule activity number.
 7. Any delays, disruptions or unusual or special occurrences at the site;
 8. Materials received at job site; and

9. A list of all visitors at the site.

B. The Contractor shall provide copies of the daily logs to the City on a weekly basis. The daily log does not constitute written notice to the City when such notice is required by the Contract Documents.

ARTICLE 16 MISCELLANEOUS DUTIES

A. The Contractor shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor payment applications and each Subcontractor's progress payment check. The requirements of this subsection shall be provided in all contracts between the Contractor and its Subcontractors.

B. During construction and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors to retain for review and/or audit by the City all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs, and all other matters related to the bidding and performance of the Work.

C. Upon request by the City, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after construction as the City may request.

D. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

E. The Contractor, Subcontractors, and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

F. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

G. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in

the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.

H. When standards and specifications issued by The American Society of Testing and Materials, the American Institute of Steel Construction, the U.S. Department of Commerce (Commercial Standards), or other technical or standard setting organizations are cited in the Contract Documents, such standards or specifications (and all related standards or specifications) shall be equally as binding and have the full force and effect as though incorporated word for word. Unless otherwise specifically stated, the standards and specifications referred to shall be the latest edition or revision of such specifications that is in effect on the date of the public bid.

I. Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the City's satisfaction at the expense of Contractor.

J. The Contractor shall procure and furnish to the City all guarantees, warranties, manuals, and spares that are called for by the specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Substantial Completion of the Project.

K. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for loss attributable when a particular design, process or the product of a particular manufacturer or manufacturers is specified. If the Contractor has any reason to believe that the design, process or product specified could be an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information in writing to the City.

L. The Contractor shall limit its operations to the confines of the Project, except as necessary to connect to existing utilities, and shall not, without the prior written permission of the affected property City, and encroach on property outside the site. Contractor shall not permit unauthorized persons or activities on the site and shall maintain the site in a safe and secure manner.

M. The Contractor shall prearrange time with the City whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the City in doing Work so as to cause the least annoyance and interference with the continuous operation of the City's business or official duties. Any existing plumbing, heating,

ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the City to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by the City, shall utilities be left disconnected at the end of a workday or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

N. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to properly clean up during construction, or if a dispute arises between the Contractor and/or separate Contractors as to their responsibility for cleaning up, the City may clean up and charge the costs thereof to the Contractors responsible as determined by the City. At the completion of the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

ARTICLE 17 INSPECTION OF WORK

A. All Work done and all materials are subject to inspection by the City to determine if they conform to the Contract Documents. The City shall at all times have access to the Work, including materials being fabricated or stored off site. The Contractor shall furnish at the Contractor's cost any facilities necessary for sufficient and safe access to the Work.

B. Inspections, tests, measurements, or other acts of the City are for the sole purpose of assisting the City in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the City shall constitute or imply acceptance or waiver of rights.

C. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the City or even if the City failed to observe the unsuitable Work or materials.

D. Any Work required to be inspected by the City prior to being covered, which is covered up without prior inspection or without prior consent of the City, must be uncovered and recovered by the Contractor, if requested by the City, at no cost to City, notwithstanding the provisions of the following subsection.

E. Contractor shall notify the City in writing at least 48 hours prior to the time at which the City must be present to perform an inspection. Failure to provide such notice will place the Contractor at risk for all consequences of non-inspection and having to uncover work.

ARTICLE 18 CORRECTION OF WORK

A. If any portion of the Work is covered over contrary to the request of the City or as required by the Contract or the applicable building standards, it must be uncovered for observation at the Contractor's expense if requested by the City in writing.

B. If any portion of the Work, other than those portions required to be inspected by the City prior to being covered, has been covered over, the City may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to the City as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall bear such costs.

C. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the City to be defective or failing to conform to the requirements of the Contract, whether or not fabricated, installed or completed, and whether discovered before or after Substantial Completion. The Contractor shall bear all costs of correcting such Work or material, including the cost of necessary additional professional services and the cost of repairing or replacing all work of separate contractors or subcontractors damaged by such removal or correction. The City shall notify the Contractor immediately in writing upon its knowledge that additional professional services will be necessary and of the extent and estimated costs of the additional services. The City may consent to accept such Work or material with an appropriate adjustment in Contract Price.

D. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and replacement from any monies due to the Contractor, or recover such costs from the Contractor.

E. If, within two (2) years after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so. If the Contractor does not promptly replace or correct such Work or material, the City may replace or correct the Work or material, and charge or deduct the cost of removal and

replacement from any monies due to the Contractor, or recover such costs from the Contractor. Nothing contained in this section shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract or the law. The obligation of the Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guaranties or warranties required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

F. If, during the running of a guarantee or warranty period, the Contractor must perform repair work to any portion of the Work, the running of the warranty or guarantee period is tolled from the time the defect or deficiency is discovered through the time when the Contractor successfully completes all repairs and retesting and start-up activities.

ARTICLE 19 DELAYS AND TIME EXTENSIONS

A. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City, or by any separate Contractor employed by the City, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the City, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the City as the result of delays caused by the Contractor for circumstances not excused as provided herein.

B. Initial notice of any delay in the Work shall be made in writing to the City immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the City within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the City. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days' extension requested and provide a fully documented analysis of the Progress Schedule, including a fragnet and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

C. If the Contractor incurs damages related to expenses caused by a delay for which the City is solely responsible, which is unreasonable under the circumstances, and which was not contemplated by the parties at the time of formation of this Contract, then the parties shall attempt to reach an agreement on the Contractor's claim, provided that the Contractor has notified the City in writing as specified above, including why the City is believed by the Contractor to be solely responsible for the delay. Failure to provide such timely notice shall be deemed an absolute and final waiver of any rights to additional sums. Any disputes will be resolved in accordance with the City of Buckeye Procurement Code, as amended or superseded.

D. The Contractor shall have no right to claim for alleged extended or unabsorbed home office overhead; claims for delays shall be limited to provable extended site costs.

E. The date of beginning and the time for completion as specified herein are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the notice to proceed or at a preconstruction meeting, but in no event later than ten (10) days after the execution of this Contract, whichever first occurs. Said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. The time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any extension thereof granted by the City, then the Contractor does hereby agree to pay to City the per diem amount specified in the Contract. This amount is agreed to be liquidated damages for such breach and not a penalty therefore. The per diem amount shall be paid for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The amount is fixed and agreed upon by and between the Contractor and City because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. Said sums may be withheld by the City from any amounts due to the Contractor from the City, whether as the result of this Contract or any other obligation between the City and the Contractor.

F. The parties hereby agree that if the Contractor submits an original or updated schedule which shows the project and/or individual Milestone(s) completing earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned float available for use by both the City and the Contractor.

G. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Contract completion date. Since float time within the Construction

Schedule is jointly owned, it is acknowledged that City-caused delays on the project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract completion date or milestone date is also exceeded.

H. It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

ARTICLE 20 SUSPENSION OF WORK

A. The City may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for its convenience. Equitable adjustment shall be made for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 21 RIGHT TO STOP WORK

A. If the Contractor fails to correct defective Work as required, or fails to carry out the Work in accordance with the Contract Documents, the City by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the City.

B. The City may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to ensure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or others.

ARTICLE 22 CHANGES

A. After this Contract is signed, Modifications in the Contract Price, the Contract Time or Scope of the Work may only be made by written Change Order.

B. By written directive at any time, the City may make any changes within the general scope of the Contract or issue additional instructions, require additional or modified Work or

direct deletion of Work. The Contractor shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the City and shall proceed in accordance with the procedures set forth in this section. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have as a result of the change. The City's right to make changes shall not invalidate the Contract or relieve the Contractor of any liability. Any requirement of notice of change to the Surety shall be the responsibility of the Contractor.

C. The cost or credit to the City resulting from a change in Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract.

2. By cost, as defined below, properly itemized and supported by sufficient, substantiating data to permit evaluation, plus a fee of ten percent (10%) of items (a) through (h) described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:

- (a) Cost of materials, including delivery but excluding Subcontractor-supplied materials.

- (b) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by contractor, and worker's or workman's compensation insurance but excluding Subcontractor's labor.

- (c) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, contractor must prove reasonable rental rate pursuant to actual ownership costs.

- (d) Cost of Subcontracted work calculated as above and Subcontractor's Field Supervision calculated in accordance with paragraph (e) below, plus Subcontractor's insurance and bond premiums as applicable. Insurance and bond premium cost shall not exceed a total of two percent (2%) of Subcontractor's documented cost.

- (e) Contractor's Field Supervision not to exceed five percent (5%) of (a), (b) and (d) above; the parties agree that this mark-up shall fully cover all contractor Field Supervision overhead.

- (f) Contractor's insurance and bond premiums not to exceed a total of two percent (2%), or documented cost.

- (g) Sales tax at full value.

(h) If this method of cost or credit calculation is selected, in no event shall the combined total fee including all levels or tiers of Subcontractors exceed twenty percent (20%) of the total cost of paragraphs (a), (b), (c) and (d). Field Supervision is to be excluded at all levels for the purposes of the limit imposed by this paragraph.

3. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under item 2 above.

D. If none of the above methods is agreed upon, the Contractor shall promptly proceed with performing the change, upon receipt of a written order signed by the City. Any dispute regarding the pricing methodology or cost of the change shall not relieve the Contractor from proceeding with the change as directed by the City. The cost or credit to the City shall be determined by the City on the basis of the preceding subsection.

E. A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

F. In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the City, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

ARTICLE 23 PAYMENT

A. Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered, or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

B. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

C. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

D. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

E. Payment may be withheld in whole or in part to protect the City on account of:

1. Unsatisfactory job progress as determined by the City.
2. Defective Work or materials not remedied.
3. Disputed Work or materials.
4. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
5. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
6. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
7. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
8. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

F. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

1. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

2. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

G. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

ARTICLE 24 WARRANTY

A. The Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be free from faults and defects and in strict conformance with the Contract Documents.

B. Neither provision of manufacturers' warranties nor Final Payment nor use or occupancy of all or a portion of the Premises by the City shall constitute an acceptance of Work not performed in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship.

C. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the City takes possession.

D. The Contractor or its sureties shall remedy any defects in the Work and any resulting damage to the Work or the Work of others at its own expense.

E. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the City may correct the Work or repair the damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

ARTICLE 25 SUBSTANTIAL COMPLETION

A. When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the City shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the City with the request for inspection. By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The City shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

B. If the City, on the basis of Substantial Completion inspection, determines that the Work has been substantially completed in accordance with the Contract Documents, then the City will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punchlist items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the City to the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of City occupancy.

ARTICLE 26 FINAL INSPECTION

A. When the Contractor submits in writing to the City a request for a final inspection of the Work, the City shall determine the validity of the request. Following the inspection, if there are items to be completed or corrected, the City will determine the dollar value to be withheld in accordance with the retainage provisions of the Contract. In the event that the Contractor has not completed the punch list items within the time designated in the Certificate of Substantial Completion, the City retains the right to have these items corrected at the expense of the Contractor, including all architectural, engineering and inspection costs and expenses incurred by the City.

B. The City shall not be required to release the retainage until such items have been completed and inspected.

ARTICLE 27 ASSIGNMENT OF CLAIMS

A. The City and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, the Contractor hereby assigns to City any and all claims for such overcharges. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the City.

ARTICLE 28 DISPUTES

A. All of Contractor's claims and disputes shall first be referred to the City for initial determination, by written notice, not more than seven (7) days from the occurrence of the event which gives rise to the dispute, or not more than seven (7) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it is irrevocably waived. The City shall render a written decision within a reasonable time. The City's decision may be reviewed in accordance with City of Buckeye Procurement Code, as amended or superseded. Any claim not timely filed or not complete at the time of filing is irrevocably waived.

B. Any failure of the City to make a decision within the time limit set forth shall not be construed as acquiescence in all or any part of the Contractor's claim for relief. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any claims and controversy proceedings, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

ARTICLE 29 FORUM

A. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court, and only after all contractual and administrative procedures have been fulfilled. By submitting a bid for this project, Contractor agrees to be bound by the City of Buckeye Procurement Code Dispute Resolution Procedures and waives any objections to those procedures.

ARTICLE 30 TERMINATION BY THE CITY

A. This Contract may be terminated by the City under the conditions stated in A.R.S. § 38-511.

ARTICLE 31 TERMINATION FOR CAUSE

A. The City may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor refuses or fails to prosecute the Work, or any separable part, with such diligence as will ensure its completion within the Contract Time; or if the Contractor fails to complete the Work within the Contract Time;

2. If the Contractor or any of its key subcontractors is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key subcontractors or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key subcontractors, or if a trustee or receiver is appointed for the Contractor or any of its key subcontractors or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest or any of its key subcontractors does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days after receipt of a request for assurance from the City;

3. If the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment;

4. If the Contractor fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

5. If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

6. If the Contractor fails to follow any reasonable instructions by the City;

7. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

8. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the City determines that sufficient cause exists to justify the action, the City may terminate the Contract without prejudice to any other right or remedy the City may have, after giving the Contractor and its Surety seven (7) days' notice by

issuing a written Declaration of Default. The City shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the City's right to terminate the Contract.

B. If the Contract is terminated, the City may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The City may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the City's right to prosecute the completion of the work, the City may also take possession of all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

C. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work, and all City damages including liquidated damages and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor shall immediately upon demand pay the difference to the City. In exercising the City's right to prosecute the completion of the Work, the City shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work, and the City shall not be required to obtain the lowest figure for Work performed in completing the contract. If the City takes bids for remedial Work or completion of the project, the Contractor shall not be eligible for the award of such contracts.

D. If the Contract is terminated, the City may demand that the Contractor's Surety take over and complete the Work on the Contract. The City may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within 20 days after the demand, the City may take over the Work and prosecute it to completion as provided above.

E. The City shall have the option of requiring any, all or none of the Subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.

F. If the City takes over the Work, unexecuted orders entered into by the Contractor for performance of any part of the Work will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in writing.

G. The Contractor shall be liable for any damage to the City resulting from the termination or from the Contractor's refusal or failure to complete the Work, and for all costs necessary for

repair and completion of the Project over and beyond the amount of the Contract. The Contractor shall be liable for all legal fees and costs required to enforce the provisions of the Contract.

H. If the City terminates the Contract, the Contractor shall remain liable for liquidated damages for delay until such reasonable time as may be required for final completion of the Work. Such damages shall be in addition to and not in lieu of any other damages sustained by City in completing the Work.

I. In the event the Contract is terminated, the termination shall not affect any rights of the City against the Contractor. The rights and remedies of the City under this section are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the City will not release the Contractor from liability.

J. If the Contract is terminated under this section, and it is determined for any reason that the Contractor was not in default under the provisions of this Section, the termination shall be deemed a Termination for Convenience of the City and, the rights and obligations of the parties shall be determined in accordance with the following section.

ARTICLE 32 TERMINATION FOR CONVENIENCE OF THE CITY

The City, by written notice to the Contractor, may terminate this Contract in whole or in part when sufficient appropriated or other funds are not available or in the sole discretion of the City it is in the City's best interest. In such case, the Contractor shall be paid for all Work executed and reasonable termination expenses, and a reasonable allowance for profit and overhead on Work done, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by other contract payments previously made to the Contractor and as further reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work, which was not performed.

ARTICLE 33 ASSIGNMENT OF CONTRACT

Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless Contractor has the prior written approval of the City and the Contractor's Surety has been given notice and has given written consent to any such assignment.

ARTICLE 34 LAW TO GOVERN

This Contract is made under and shall be construed in accordance with the laws of the State of Arizona. If any portion of this Contract is found to be unenforceable the rest and remainder of the Contract shall remain in full force and effect so as to effectuate the intent of the parties. Each party acknowledges that it has had an opportunity to review this Contract with counsel and this document shall be construed fairly and equitably so as to effectuate the intention of the parties irrespective of who is determined to have been the drafter of the document.

ARTICLE 35 E-VERIFY REQUIREMENTS

To the extent applicable under A.R.S. §41-4401, the Contractor and its subcontractors or subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Contractor's or its subcontractor's or subconsultant's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

ARTICLE 36 FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

ARTICLE 37 ISRAEL

Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

ARTICLE 38 FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394, Contractor certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any

contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China..

END OF SECTION

**EXHIBIT B
TO CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

(Contractor Bid Forms)

**SECTION 300
BID FORMS**

BID

IFB No. 2025273
Project Name: BXK Taxiway H & Hangar Taxilanes Rehabilitation
Due Date: January 20, 2025, no later than 3:00 PM, Local Time
Bid from: Granite Construction Company
(Name of Firm)
To: City of Buckeye

The following bid is made for construction services for the City of Buckeye, Arizona, in accordance with Construction Documents. The undersigned certifies that the Construction Documents, as well as the proposed construction site and conditions affecting the Work have been carefully examined; that the amount and nature of the Work to be done is thoroughly understood; and that at no time will misunderstanding of the drawings, specifications, or conditions to be overcome be pleaded.

The undersigned certifies that he or his firm is currently licensed under the provisions of ARS Sections 32-1151 and 32-1169. The undersigned further certifies that he or his firm has a privilege license pursuant to ARS Section 42-5005.

The undersigned has read Section 2, "Instructions to Bidders", paragraph "Sales and Use Tax" and understands that all sales and use taxes applicable to this project are included in all bid prices. The undersigned has read the Construction Contract between the City of Buckeye and Contractor, and will execute said agreement if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this bid. The undersigned understands that any exceptions taken to the Construction Contract that are not accepted and/or approved by the City may be a basis for rejection of the Bid as nonresponsive.

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING AMENDMENTS IS HEREBY ACKNOWLEDGED:

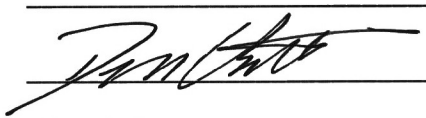
AMENDMENT NUMBER: <u>1</u>	DATED: <u>1/8/2025</u>
AMENDMENT NUMBER: <u>2</u>	DATED: <u>1/15/2025</u>
AMENDMENT NUMBER: <u>3</u>	DATED: <u>1/16/2025</u>
AMENDMENT NUMBER: _____	DATED: _____

Name of Organization: Granite Construction Company

(Check One) Corporation X Partnership Individual

Joint Venture Other

Submitted by: Granite Construction Company, Derek Betts

SIGNATURE: 

NAME: Derek Betts

TITLE: VP Arizona Region

Principal Office: Granite Construction Company

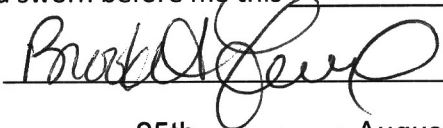
Address: 4115 E. Illinois St, Tucson, AZ 85714

Telephone: 520-748-8000

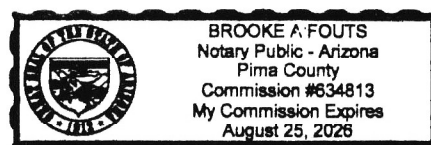
Email: azestimatingmembers@gcinc.com

Mr. Derek Betts being duly sworn deposes and says that he/she is the
VP Arizona Region of Granite Construction Company Contractor(s), and that answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 21st day of January, 2025

Notary Public: 

My Commission Expires: 25th day of August, 2026



SECTION 400

BID SUBMITTAL FORM

IFB 2025273: BXK Taxiway H & Hangar Taxilanes Rehabilitation

Company Name: Granite Construction Company

Authorized Representative: Derek Betts

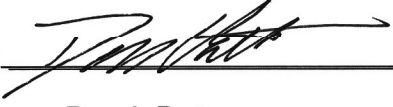
Title: VP Arizona Region

Address: 4115 E. Illinois St, Tucson, AZ 85714

Phone Number: 5207488000 Email Address: azestimatingmembers@gcinc.com

Website Address: www.graniteconstruction.com

The undersigned Offeror's declares to have read and fully understand the IFB, Draft Construction Contract and agrees to all the terms, conditions, and provisions contained therein; and proposes and agrees that if this Bid is submitted and accepted, consultant will contract to perform in accordance with the Scope of Work, Plans, and Project Specification, and Bid.

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Derek Betts

Date: 1/21/2025

BASE BID:

The undersigned proposes to complete all of the Work in accordance with said Construction Documents, plans, specifications and all associated amendments for the sum of:

Six hundred fifty thousand one hundred fifty four and 0/100 Dollars (\$650,154.00).

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

IFB No. 2025273 BXK Taxiway H & Hangar Taxilanes Rehabilitation					
Line No.	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$32,245.00	\$32,245.00
2	Airfield Safety and Security	1	LS	\$8,400.00	\$8,400.00
3	Contractor Quality Control Program (CQCP)	1	LS	\$15,700.00	\$15,700.00
4	AC Surface Course (MAG 1/2", PG-70-10, 1-Inch Thickness)	39,028	SY	\$10.40	\$405,891.20
5	Emulsified Asphalt Tack Coat (MAG 329)	39,028	SY	\$0.50	\$19,514.00
6	Mill Asphalt Concrete Pavement (1-Inch Depth)	39,028	SY	\$2.25	\$87,813.00
7	Crack Remediation (Det 1, Sht GG1.06)	14,300	LF	\$2.60	\$37,180.00
8	Crack Seal (Det 2, Sht GG1.06)	3,000	LF	\$3.50	\$10,500.00
9	Emulsified Asphalt Seal Coat	5,168	SY	\$2.60	\$13,436.80
10	Temporary Pavement Markings	7,490	SF	\$1.00	\$7,490.00
11	Permanent Pavement Markings	7,490	SF	\$1.60	\$11,984.00
Total					\$650,154.00

*Bids are to be submitted via the Pricing Sheet within Bonfire on the page for this solicitation. The above Bid Table is provided for reference only.

ATTACHMENT 1

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Granite Construction Company

Travelers Casualty and Surety (Contractor's Name)
as Principal, and Company of America, as Surety, are hereby held and firmly bound into City of Buckeye as OWNER in the penal sum of Ten Percent (10%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 13th day of January, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **IFB No. 2025273 – Airport Taxiway H & Hangar Taxilanes Rehabilitation.**

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.

Granite Construction Company

[Signature] (L.S.)
(Principal)

Travelers Casualty and Surety Company of America

(Name of Surety)
By: [Signature]
(Signature)

Isabel Barron, Attorney-In-Fact



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

ACKNOWLEDGMENT

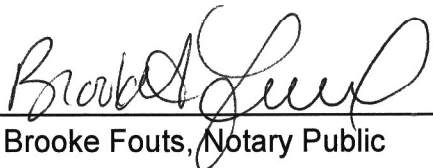
State of Arizona
County of Pima)

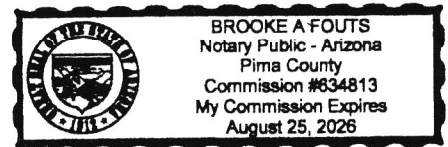
On January 13, 2025 before me, Brooke Fouts, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Brooke Fouts, Notary Public



Commission expires August 25, 2026

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

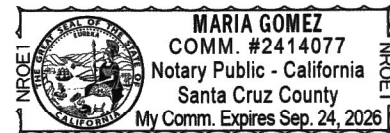
On January 13, 2025 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Maria Gomez* (Seal)
Maria Gomez, Notary Public





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

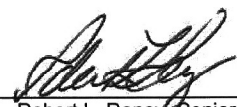
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

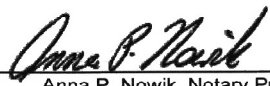
By: 
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

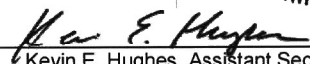
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Power of Attorney or certificate and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **January 13, 2025**




 Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BID AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: IFB NO. 2025273 – BXK TAXIWAY H & HANGAR TAXILANES REHABILITATION

AMENDMENT NUMBER 1

AMENDMENT ISSUE DATE: JANUARY 8, 2025

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Granite Construction Company

Authorized Signature: 

Print Name and Title: Derek Betts, VP Arizona Region

Date: 1/10/2025

Address: 4115 E. Illinois St

City, State, Zip Code: Tucson, Arizona, 85714

Telephone Number: 5207488000

Email Address: azestimatingmembers@gcinc.com

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BID AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: IFB NO. 2025273 – BXK TAXIWAY H & HANGAR TAXILANES REHABILITATION

AMENDMENT NUMBER 2

AMENDMENT ISSUE DATE: JANUARY 15, 2025

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Granite Construction Company

Authorized Signature: 

Print Name and Title: Derek Betts, VP Arizona Region

Date: 01/15/2025

Address: 4115 E. Illinois St

City, State, Zip Code: Tucson, AZ, 85714

Telephone Number: 5207488000

Email Address: azestimatingmembers@gcinc.com

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED INVITATION FOR BID AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: IFB NO. 2025273 – BXK TAXIWAY H & HANGAR TAXILANES REHABILITATION

AMENDMENT NUMBER 3

AMENDMENT ISSUE DATE: JANUARY 16, 2025

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Granite Construction Company

Authorized Signature: 

Print Name and Title: Derek Betts, VP Arizona Region

Date: 1/16/2025

Address: 4115 E. Illinois St

City, State, Zip Code: Tucson, AZ, 85714

Telephone Number: 5207488000

Email Address: azestimatingmembers@gcinc.com

ATTACHMENT 2

SUBCONTRACTOR LIST FORM

This attachment to the Bid Form must be submitted in a sealed envelope along with the Bid Form. Each envelope shall bear the name of the Contractor making the submittal with identification of contents contained therein. The Contractor must list below the names of all qualified subcontractors or suppliers he will employ for the various portions of the Work indicated. It is the responsibility of the General Contractor to ascertain that all subcontractors for this project meet the requirements of applicable state statutes. The Contractor may list himself to perform one or more of the listed categories of work for which he has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his own payroll. If equipment is leased with operators, the operators need not be carried on the Contractor's payroll. List only a single name for each listing. List names only for base bid as per your bid. Lists submitted by unsuccessful bidders will be returned unopened if requested.

[illegible]

Respectfully Submitted,
Granite Construction Company

(Name of Firm)

ATTACHMENT 3

CITY OF BUCKEYE, ARIZONA

CONTRACTOR'S QUALIFICATION STATEMENT

Name of Firm: Granite Construction Company
Address: 4115 E. Illinois St
City, State, Zip Code: Tucson, AZ 85714
Telephone No: 5207488000
Facsimile No: 5207481862

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

- (1) How many years has your firm been in business as a general contractor? 102 years
(1.1) How many years has your firm been in business as a general contractor in the State of Arizona? 45 years
- (2) How many years has your firm been in business under its present business name?
102 years
- (3) List states and categories in which your firm is legally qualified to do business:
State Category(ies)
See Appendix A1
- (4) List the percentage of work normally accomplished with your own forces: 85%
(4.1) Will you need to expand your work force for this project? No
(4.2) Present number of personnel employed: 400
- (5) Have you ever failed to complete any project awarded to your firm? If so, explain circumstances on separate sheet. (Check One) X No
_____ Yes, See attached explanation
- (5.1) Within the past five (5) years, has any officer or partner of your firm ever been an officer or partner of another firm that failed to complete any project awarded to it?
(Check one) X No
_____ Yes, see attached explanation.
- (6) On a separate sheet, List separately all construction projects greater than **\$300,000.00** awarded, in-progress, or completed in the past five (5) years by your firm. Include project, owner (address and telephone number), Design Professional, contract amount, percent complete, and scheduled completion date.
See Appendix E1 Job List for Arizona

(7) On a separate sheet, list the construction experience and provide resumes of key individuals of your firm. Include the Project Manager, Superintendent, and Assistant Superintendent for this project; and identify their previous levels of responsibility for those projects listed in Paragraph 6.

See attached resumes

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

1. Synergy Petroleum, LLC, PO Box 208399, Dallas, TX 75320 (520)571-7600

2. Calportland, 2400 N Central Ave, Suite 301, Phoenix, AZ 85004 (602)817-6944

3. Banking Reference - See Appendix C1

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

See Appendix D1

Company Name _____, Contact Name _____, Phone Number _____

(10) Scheduling techniques to be employed by your firm to expedite construction.

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

AZ ROC# 121552 / 069529 / 031412 CATEGORY: B-1 / A / B-4

(12) List your Dun & Bradstreet (D&B) Number or Unique Entity Identifier (UEI) Number: VAYJNMM2KBE5

(13) Is your Firm qualified to participate in Federal Projects: YES: X NO: _____

(14) Is your Firm familiar with requirements for Davis Bacon Payroll? YES: X NO: _____



**Granite Construction Company
Contractor's Licenses**

State	License Number	License Expiration	Qualifiers	Classification	Contractor's License Name
ALABAMA	20346	08/31/25	None Req'd.	Heavy and Railroad, Highways and Streets, Municipal and Utility	Granite Construction Company, Inc.
ALASKA	CONE11904	12/31/24	None Req'd.	Gen Contractor Excludes Residential	Granite Construction Company
ARIZONA (residential)	ROC031412	07/31/25	None Req'd.	B-04	Granite Construction Company
ARIZONA (commercial)	ROC069529 ROC121552	09/30/26 01/31/25	None Req'd. None Req'd.	A -General Engineering B-01 General Commerical Contractor	Granite Construction Company
ARKANSAS	0032170425	04/30/25	None Req'd.	Heavy Const. /Hwy/Railroad/ Construction/Municipal/ Utility Construction	Granite Construction Company
CALIFORNIA	89	05/31/25	Brian Robert Dowd	A,B,C2,C8,C10,C12,C21,C27,C29, C31,C35,C36,C39,C42, C45,C50,C51,C57, HAZ	Granite Construction Company
CALIFORNIA	1000000085	06/30/25	None Req'd.	CA Public Works Registration	Granite Construction Company
COLORADO			None Req'd.		Not Required
CONNECTICUT			None Req'd.		Granite Construction Company of Connecticut
DELAWARE	1997114603	12/31/24	None Req'd.	Contractor - Non Resident	Granite Construction Company
FLORIDA	CGC1531371	08/31/26	Bret Cole Barton	General Contractor	Granite Construction Company of California
HAWAII	33840 5736	09/30/26	Thomas A Fodor	AC	Granite Construction Company
IDAHO	11797-U-1-2 RCE-30834	10/31/2024 09/21/24	None Req'd.	Contractor Contracting Business	Granite Construction Company
I.D.H.R	112849-00	11/05/29	None Req'd.	Registration Only/No Lic Req'd	Granite Construction Company
ILLINOIS			None Req'd.		Not Required
INDIANA			None Req'd.		Not Required
KANSAS			None Req'd.		Not Required
KENTUCKY			None Req'd.		Not Required
LOUISIANA	42635	01/07/25	None Req'd.	Heavy Const., Highway, Street and Bridge Construction	Granite Construction Company (of California)
MARYLAND	30281159	04/30/25	None Req'd.	Out of State Contractor	Granite Construction Company
MASSACHUSETTS			None Req'd.		Not Required
MICHIGAN			None Req'd.		Not Required
MISSISSIPPI	04115-MC	10/08/25	Mark Eveld	Hwy/Strees/Bridge Construction, Heavy Construction/Municipal and Public Works Construction	Granite Construction Company
MISSOURI			None Req'd.		Not Required
MONTANA	3539	11/26/25	None Req'd.	Registration Only/No Lic Req'd	Granite Construction Company
NEVADA	0008079	01/31/26	K. Larkin	A - General Engineering	Granite Construction Company
NEVADA	0079118	07/31/26	K. Larkin	B - General Building	Granite Construction Company
NEW JERSEY			None Req'd.		Not Required
NEW MEXICO	011790	12/31/24	D. Richards	GA98, GF98	Granite Construction Company
NEW YORK			None Req'd.		Not Required



**Granite Construction Company
Contractor's Licenses**

State	License Number	License Expiration	Qualifiers	Classification	Contractor's License Name
NORTH CAROLINA	33499	12/31/24	Mark Eveld	Highway, Unlimited	Granite Construction Company
NORTH DAKOTA	1488	03/01/25	None Req'd.	A	Granite Construction Company
OHIO			None Req'd.		Granite Construction Company of California
OKLAHOMA			None Req'd.		Not Required
OREGON	101195	07/19/26	K. Larkin	Residential General Contractor & Commerical General Contractor Level 2	Granite Construction Company
PENNSYLVANIA			None Req'd.		Not Required
SOUTH CAROLINA	CLG.15738 GC	10/31/26	Mark Eveld	HY5, GD5	Granite Construction Company
TENNESSEE	13728953	11/30/25	Mark Eveld	HC, HRA, MU - Unlimited	Granite Construction Company
TEXAS			None Req'd.		Not Required
UTAH	230926-5501	11/30/25	J. Klaumann	E100, S260	Granite Construction Company
VIRGINIA	2701 011241A	11/30/24	Wayne Roberts	H/H - Class A	Granite Construction Company
WASHINGTON	GRANICC916DL	10/08/26	None Req'd.	Construction Contractor - General	Granite Construction Company
WISCONSIN			None Req'd.		Not Required
WYOMING			None Req'd.		Not Required

Job Number	Project Name	% Complete	Contract Amount	Scheduled Completion Date	Owner
1002397	PC INA CHULA MONA - JOC	100	\$ 1,087,131	2/17/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
995807	UNS KINO UG FEEDERS	100	\$ 1,606,795	2/28/2020	TUCSON ELECTRIC POWER Tucson, AZ Perry Piscotta (520) 528-1509 ppiscotta@tep.com
1002932	UNS KOLB RD UG FEEDERS	100	\$ 1,510,693	2/28/2020	TUCSON ELECTRIC POWER Tucson, AZ Ruth Estrada restrada@tep.com
1011755	PC INA REHAB SHAMA WEST - JOC	100	\$ 486,664	3/13/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1002128	PC MARK JOSEPH GATES - JOC	100	\$ 1,462,850	3/17/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1002381	PC GV CONTINENTAL ABREGO - JOC	100	\$ 1,556,054	4/9/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1002380	PC GREEN VALLEY FAIRWAYS NO 2	100	\$ 1,331,887	4/29/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1011791	PC ROAD PAVE REPAIR D1 AND D5	100	\$ 3,868,300	6/5/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1019523	TAA RAC EXPANSION	100	\$ 805,936	7/3/2020	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1026453	RILLITO PARK EAST LOT PAVING	100	\$ 426,212	7/31/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1026376	GI - ANSON SOLAR1	100	\$ 447,643	8/31/2020	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1027466	PC 8TH MEM TEP RELOCATE	100	\$ 440,554	8/31/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1029207	GI - CONIGLIO SOLAR	100	\$ 3,173,254	10/10/2020	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1033890	GI - CONIGLIO T&M AZ	100	\$ 354,146	10/10/2020	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com

1031972	PC TOWN OF CATALINA	100	\$ 789,656	10/15/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1030023	ADOT WILLOW SPRINGS RD HWY 77	100	\$ 2,379,258	10/18/2020	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1030516	PC TOWN OF AJO ROADWAYS	100	\$ 1,470,711	10/30/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1038733	FMI MORENCI BEBO DETOUR	100	\$ 326,283	11/20/2020	FREEPORT MCMORAN MORENCI INC 333 North Central, Avenue, Phoenix, Arizona 85004 602.734.1104
1037305	CAM DE OESTE TANG TO MOORE	100	\$ 1,552,730	11/30/2020	TOWN OF MARANA 11555 W. Civic Center Dr, Marana, AZ 85653 Tom Houle thoule@maranaaz.gov
1040130	PC SAHUARITA TO SR 83 JOC	100	\$ 1,489,110	12/25/2020	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1037553	TAA HIDTA RAMP REHAB	100	\$ 534,696	12/31/2020	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1038726	TOM ADONIS RD CMAR GMP 1	100	\$ 3,881,105	12/31/2020	TOWN OF MARANA 11555 W. Civic Center Dr, Marana, AZ 85653 Tom Houle thoule@maranaaz.gov
1018348	TEP IRVINGTON FACILITIES	100	\$ 3,041,594	1/1/2021	DPR CONSTRUCTION INC Mike Culbert, AIA (520) 326-3700 mculbert@swaimaia.com
1040918	PC MANZANITA CURB RAMP JOC	100	\$ 847,104	1/21/2021	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1039997	TEP IRVINGTON 46C101 UG	100	\$ 890,675	2/28/2021	TUCSON ELECTRIC POWER Tucson, AZ Perry Piscotta (520) 528-1509 ppiscotta@tep.com
1040270	NOGALES TOMBSTONE HWY SR82	100	\$ 657,140	3/7/2021	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1041502	PC PAVE REPAIRS DIST 2 3 5	100	\$ 7,935,846	3/31/2021	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1048269	PC MANZANITA AND CARDINAL	100	\$ 1,563,948	5/29/2021	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov

1048275	PC WESTVIEW AND CARDINAL	100	\$ 998,931	5/29/2021	PIMA COUNTY PROCUREMENT DEPARTMENT 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 John A. Olivas (520) 724-2938 john.olivas@pima.gov
1125373	FMI TOHONO SLURRY SEAL	100	\$ 496,693	6/10/2021	FREEPORT MCMORAN CYPRUS TOHONO PO Box 15009 Casa Grande, AZ 85130-5009
1022546	TAA ASE CMAR CONSTRUCTION	100	\$ 4,750,223	6/30/2021	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1042573	ADOT PIPELINE FY21	100	\$ 2,880,570	6/30/2021	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1068582	PC GREEN VALLEY ROAD REP	100	\$ 4,823,701	6/30/2021	PIMA COUNTY PROCUREMENT DEPARTMENT John A. Olivas (520) 724-2938 Fax: N/A john.olivas@pima.gov
1124990	PC CORONADO FOOTHILLS JOC	100	\$ 1,809,964	6/30/2021	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1125031	PC FLECHA CAIDA RANCH JOC	100	\$ 763,363	6/30/2021	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1036010	ADOT ON-CALL CONCRETE REPR	100	\$ 2,335,225	7/23/2021	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1125785	TON VAMORI WASH	100	\$ 1,709,552	7/30/2021	TOHONO O'ODHAM NATION 100 Hwy 86 / P.O. Box 837 Sells, Arizona 85634
1129989	FMI BAGDAD PIT DEWATERING	100	\$ 481,000	7/30/2021	FREEPORT MCMORAN BAGDAD PO Box 245 Bagdad, AZ 86321 928-633-3157
1125370	UNS TEP IRVINGTON 46KV	100	\$ 645,023	7/31/2021	TUCSON ELECTRIC POWER Tucson, AZ Perry Piscotta (520) 528-1509 ppiscotta@tep.com
1022545	TAA ASE CMAR PRECON	100	\$ 1,962,420	8/31/2021	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1121348	MANDARINA OFFSITE UTILITIES	100	\$ 2,840,558	9/11/2021	MANDARINA HOLDINGS LLC 1635 N. GREENFIELD RD., STE 115, MESA, AZ 85205 Chad Shotton
1132384	PC JOC KINO PARKING LOT A	100	\$ 687,439	9/24/2021	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1129525	PC JOC TOWN OF AJO	100	\$ 1,997,917	10/7/2021	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1135662	AZM FMI SIERRITA ON CALL RDWY	94.95	\$ 1,611,391	10/29/2021	FREEPORT MCMORAN BAGDAD 6200 W Duval Mine Road, Green Valley, AZ 85623 520-395-2208

1137325	AZM FMI 2021 BAGDAD ROAD MAINT	100	\$ 479,029	10/31/2021	FREEPORT MCMORAN CORPORATE 40655 W Bagdad Transfer Station Rd Bagdad, Arizona 86321 928-633-3185
1140683	AZDOC HMA SUPPLY	100	\$ 1,045,132	12/19/2021	ARIZONA, DEPARTMENT OF 1645 W Jefferson St, MC 601 UNITED STATES Phoenix, Arizona 85007 602-364-4291
1134791	COT LOCAL STREETS PKG 6	100	\$ 4,421,321	1/20/2022	CITY OF TUCSON PO Box 27210, Tucson, AZ 85726-7210 Austin Wesnitzer (520) 305-2376 Austin.Wesnitzer@tucsonaz.gov
1137298	AZM ASARCO RAY PARKING LOT REP	100	\$ 1,560,681	1/31/2022	ASARCO LLC 27809 N Mineral Creek Road Kearny, AZ 85137 Ken Hershner
1139928	AZS TEP COYOTE PASS	100	\$ 677,653	1/31/2022	TUCSON ELECTRIC POWER 4350 E Irvington Road Tucson, AZ 520-403-2507
1132446	TAA DBB1	100	\$ 30,579,787	2/28/2022	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1136867	PC LA BELLA & NEW DAY JOC	100	\$ 807,819	2/28/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1139495	PC COUNTRYSIDE ADA RAMPS	100	\$ 1,867,361	3/15/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1140684	ADOT EMERGENCY REPAIRS	100	\$ 1,676,189	3/30/2022	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1139765	PC DISTRICTS 1 & 3	100	\$ 7,738,677	5/31/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1141232	PC AVRA VALLEY & CATALINA	100	\$ 7,491,572	5/31/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1141270	PC TUCSON ESTATES JOC	100	\$ 1,219,684	5/31/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1141421	PC KOLB & WILMOT JOC	100	\$ 619,058	5/31/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1142144	PC DISTRICT 5	100	\$ 3,896,998	5/31/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov

1158989	TAA MRO ENTRANCE TAXIWAY	100	\$ 1,868,416	5/31/2022	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1182168	ADOT SR88 APACHE TRL HWY	100	\$ 2,063,513	6/1/2022	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 Said Asad (520) 209-4525 sasad.consultant@adot.gov
1142347	AZS ADOT FY22 PIPELINE	100	\$ 2,343,473	6/30/2022	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1146358	PC METROPOLITAN JOC	100	\$ 1,348,796	6/30/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1146359	PC CASAS SUNNY JOC	100	\$ 1,449,903	6/30/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1152287	TOM ROUNDABOUT	100	\$ 1,094,565	7/31/2022	TOWN OF MARANA 11555 WEST CIVIC CENTER DRIVE MARANA, ARIZONA 85653
1152288	ADOT SR77 BWC ACFC	100	\$ 4,551,413	7/31/2022	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1137993	AZS GI MT SUN SOLAR	100	\$ 3,729,979	8/31/2022	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1139944	AZS GI FALL RIVER SOLAR	100	\$ 6,211,272	8/31/2022	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1151747	AZS JE DUNN TMC RINCON	100	\$ 3,476,042	9/1/2022	JE DUNN 2000 W University Dr Tempe, AZ 85281 602-443-2651
863003	DOWNTOWN LINKS CONST JV	93.64	\$ 72,068,086	10/1/2022	CITY OF TUCSON PO Box 27210, Tucson, AZ 85726-7210 Austin Wesnitzer (520) 305-2376 Austin.Wesnitzer@tucsonaz.gov
1152293	PC SUMMERHAVEN JOC	100	\$ 2,721,166	10/1/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1155509	ADOT SR92 SIERRA VISTA	100	\$ 1,669,234	10/14/2022	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 Said Asad (520) 209-4525 sasad.consultant@adot.gov
1158254	PC ENCANTO RAMPS JOC	100	\$ 482,094	10/28/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1158126	PC GREEN VALLEY	100	\$ 7,062,368	12/2/2022	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov

1163818	PC CATALINA HV JOC	100	\$ 1,289,755	1/6/2023	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1163082	PC CATALINA FOOTHILLS	100	\$ 5,314,265	1/31/2023	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1136651	ADOT 3RD AVE PUMP STATION	98.59	\$ 2,634,627	2/2/2023	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Iqbal Hossain (620) 712.7221
1144150	COS WILDCAT WATERLINE	100	\$ 1,598,650	2/22/2023	CITY OF SCOTTSDALE Thyra Ryden-Diaz (480)312.4327 tryden-diaz@scottsdaleaz.gov
1068591	ADOT SR77 REHAB	100	\$ 39,240,763	3/11/2023	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 Said Asad (520) 209-4525 sasad.consultant@adot.gov
1162947	AZS - NISSAN SKID PAD	100	\$ 7,223,397	4/27/2023	NISSAN TECHNICAL CENTER NORTH Ried Lamberson (214) 448-8356 Reid.Lamberson@Nissan-Usa.com
1195045	AZS - NISSAN HONEYCOMB RD	88.7	\$ 571,972	4/28/2023	Nissan Technical Center North America 7815 N. White & Parker Rd, Stanfield AZ 85172
1238216	ADOT SR191 EMERGENCYREPAIR	100	\$ 340,348	5/6/2023	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 Said Asad (520) 209-4525 sasad.consultant@adot.gov
1164771	PINAL AIRPARK	100	\$ 9,164,614	5/30/2023	PINAL TECHNICAL CENTER NORTH
1161247	AZS - AMG FT HUACHUCA	98.06	\$ 6,121,284	5/31/2023	AMG & ASSOCIATES INC 28296 Constellation Road, Santa Clarita, CA Lucy Melkonian (520) 573-4853 lucy@amgassociatesinc.com
1169347	ADOT I-10 AJO TO MP 272	100	\$ 15,899,950	6/1/2023	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Davis Reinhart (602) 712-7221
1165697	AZS - TUCSON COMMERCE CENTER	100	\$ 11,028,622	7/1/2023	BRINKMANN CONSTRUCTORS Chesterfield Grove Road Suite 100, Chesterfield, Missouri 63005-1424 Paul Regna (636) 537-9700 pregna@brinkmannconstructors.com
1276475	GI WEST WING BESS	100	\$ 576,090	8/21/2023	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1183167	AZS - GI BRITTLE BUSH SOLAR	100	\$ 6,480,684	8/31/2023	GRANITE INDUSTRIAL INC Timothy Burhoe timothy.burhoe@gcinc.com
1241898	AZS-CMID SOUTHERN AZ LOGISTIC	100	\$ 1,249,152	11/1/2023	Southern Arizona Logistics Center, LLC. 9880 & 10070 W Clark Farms Blvd Marana, AZ 85653
1147997	COC CHANDLER HEIGHTS	99.16	\$ 17,662,774	11/7/2023	CITY OF CHANDLER Po Box 4008, Chandler, AZ Paul Ahlas (480) 782-3328 paul.ahlas@chandleraz.gov
1290342	ADOT I-10B WILLCOX	98.43	\$ 3,746,347	11/17/2023	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515

1247943	PC - NW SERVICE CENTER	100	\$ 1,061,048	11/30/2023	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1334937	PC SOUTH ARTERIALS JOC	100	\$ 1,081,016	1/17/2024	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1049764	CHEVRON QUESTA - WRP	69.2	\$ 270,364,111	2/28/2024	CHEVRON ENVIRONMENTAL MANAGEMENT 6001 Bollinger Canyon Road, San Ramon, CA Dan Marcy, Project Manager (505) 331-0691 dmarcy@chevron.com
1323389	AZS - SANTA ROSA SCHOOL	1.4	\$ 897,772	3/1/2024	Cherokee CRC 108380 E. Marshall St., Suite 220-A Tulsa, OK 74116-5682 520-780-4308
1385463	MICHELS PHX07 ALIGNED DATA	100	\$ 416,574	3/15/2024	Michels PHX07 Aligned Data 8805 N Reems Rd, Waddell, Arizona, 85355-9734 209-595-8076
1336236	AZS-TEP HOUGHTON UG GETAWAY	4.74	\$ 2,015,158	5/17/2024	TUCSON ELECTRIC POWER TUCSON ELECTRIC POWER 4350 E Irvington Road Tucson, AZ (520) 528-1509
1434345	COS RAIN TREE DR PHASE 2	85.25	\$ 4,272,979	5/27/2024	City of Scottsdale 7447 E. Indian School Rd., Scottsdale, AZ 85251 480-312-2432
1406329	FHWA RED CLOUD MINE RD	100	\$ 1,720,172	6/14/2024	WHELCON CONTRACTORS LLC 1 W Wetmore Rd Ste 203, Tucson, AZ 85705 520-314-2001
1449255	PC INA RD TIRE FACILITY	99.44	\$ 1,255,113	6/30/2024	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1392423	ADOT SR 79	97.53	\$ 1,695,614	7/19/2024	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1464916	COT VISTA DEL RIO	72.53	\$ 3,274,516	9/20/2024	CITY OF TUCSON PO Box 27210, Tucson, AZ 85726-7210 Austin Wesnitzer (520) 305-2376 Austin.Wesnitzer@tucsonaz.gov
1422375	ELS PMO MSA OFFSITE	46.53	\$ 11,502,555	10/3/2024	GOOGLE LLC 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043
1328651	PC BLANCO WASH BRIDGE	83.45	\$ 3,641,124	10/31/2024	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1470480	SKANSKA PHX13 CWD PIPE	92.98	\$ 4,511,899	10/31/2024	SKANSKA USA BUILDING INC 2800 N Central Ave, Suite 100, Phoenix, AZ 85004 Shawn Woods (480)436-3820 shawn.woods@skanska.com
1501985	PC CAMINO DE OESTE	59.21	\$ 1,026,080	11/1/2024	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor , Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1487173	COT STONE AVE CYCLE TRACK	91.47	\$ 1,276,600	11/12/2024	CITY OF TUCSON P.O. BOX 27210, TUCSON, AZ 85726-7210 520-791-4371

1158985	TAA ASE CMAR GMP 2	99.19	\$ 47,233,999	11/19/2024	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1499183	PC MOORE ROAD	100	\$ 607,643	12/7/2024	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor, Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1367311	MSFT PHX10 EVAP PONDS	89.76	\$ 14,669,359	12/31/2024	SKANSKA USA BUILDING INC Microsoft Corporation Redmond, WA 98052.6399 760-500-7343
1368149	AZS - BIG D SKYWEST HANGAR	94.29	\$ 3,243,202	12/31/2024	SkyWest 58 SOUTH RIVER DRIVE, SUITE 340 TEMPE, Arizona 85288 602-275-2222
1399945	ADOT HORIZONTAL JOC	100	\$ 568,744	12/31/2024	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1477418	AZS SIGNAL BABACOMARI SOLAR 90	87.56	\$ 12,168,545	12/31/2024	SIGNAL ENERGY LLC 2034 Hamilton Place Blvd, 4th Floor, Chattanooga, TN 37421 423-443-4190
1538825	AZS - RYAN PLUTO BESS	16.19	\$ 1,127,068	12/31/2024	RYAN COMPANY, THE
1507263	ADOT I-10 WILLCOX BRIDGE	0.71	\$ 1,140,850	1/6/2025	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1371248	METROWATER NWRDTS TWPKS	98.17	\$ 8,262,332	1/16/2025	Metropolitan Domestic Water Improvement District 6265 N La Canada Dr, Tucson, AZ 85704 520.904.0744
1482079	AZS NISSAN -ADAS TEST ROADS	0.52	\$ 2,644,752	3/31/2025	NISSAN TECHNICAL CENTER NORTH Ried Lamberson (214) 448-8356 Reid.Lamberson@Nissan-Usa.com
1396130	ADOT-US191 F034801C	49.1	\$ 6,553,440	5/3/2025	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1367301	AZS-MOSAIC QUARTER PH 1	5.58	\$ 26,623,000	6/1/2025	HENSEL PHELPS CONSTRUCTION CO 1860 E River Road Suite 325-04 480.305.4730
1564996	AZS TEP WHETSTONE SUBSTATION	0	\$ 3,649,600	6/27/2025	TUCSON ELECTRIC POWER 4350 E Irvington Road Tucson, AZ (520) 528-1509
1453183	AZS PC E MARCUS AIRPT RWY REHB	0.37	\$ 2,088,048	7/16/2025	PIMA COUNTY PROCUREMENT DEPARTMENT Jason Boley, 130 West Congress Street, 3rd Floor, Tucson, 85701-1317 (520) 526-5951 Jason.Boley@pima.gov
1169594	ADOT I-10 SUNSET	70.1	\$ 173,955,632	10/9/2025	Arizona Department Of Transportation - Phoenix W Jackson Street Suite A, Phoenix, 85007-3218 Davis Reinhart (602) 712-7221
1555289	ADOT PUMP STATION CONNECT	0.03	\$ 1,967,267	11/6/2025	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1524126	ADOT US89 FLAGSTAFF	0.51	\$ 11,872,634	11/7/2025	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515
1338790	TAA ASE CMAR GMP3	26.85	\$ 71,080,759	12/1/2025	TUCSON AIRPORT AUTHORITY 7005 South Plumer Avenue, Tucson, AZ 85756-6926 Victor Palma (520) 573-4853 VPalma@flytucson.com
1524192	MCDOT MCKELLIPS ROAD	0.51	\$ 17,057,273	1/1/2026	MARICOPA COUNTY DEPT OF TRANSP

1378774	COT GRANT RD PHASE 3 & 4	20.88	\$ 53,330,702	8/31/2026	CITY OF TUCSON PO Box 27210, Tucson, AZ 85726-7210 Austin Wesnitzer (520) 305-2376 Austin.Wesnitzer@tucsonaz.gov
1561744	COC FRYE RD BIKE LANES	0	\$ 11,099,566	11/21/2026	CITY OF CHANDLER PO Box 4008, Chandler, AZ Daniel Haskins (480)782-3335 daniel.haskins@chandleraz.gov
1524350	AZS USACE FT BLISS RAILYARD	0.39	\$ 70,653,547	5/15/2027	USACE OF FORT WORTH
1367756	ADOT ON-CALL CONCRETE REPAIR	100	\$ 804,723	9/20/2027	Arizona Department of Transportation 1739 W Jackson Street Suite A, Phoenix, AZ 85007-3218 602-712-8515

Banking Reference

BANK OF AMERICA

c/o: Mukesh Singh, Vice President
One Bryant Park, 18th Floor
New York, NY 10036
(646) 743-2640
Email: msingh64@bofa.com

Company has maintained a banking relationship since 1931

Accounts: various

Line of Credit as of June 2024:

Credit Line: \$350,000,000
Available: \$333,421,000
Against Line: \$16,578,197
Secured by Equipment and Property
Expires/matures: 6/02/2027
Security
Required: Yes

Bank Rating: A+/Aa1/AA+

Banking Reference

BANK OF AMERICA

c/o: Mukesh Singh, Vice President
One Bryant Park, 18th Floor
New York, NY 10036
(646) 743-2640
Email: msingh64@bofa.com

Company has maintained a banking relationship since 1931

Accounts: various

Line of Credit as of June 2024:

Credit Line: \$350,000,000
Available: \$333,421,000
Against Line: \$16,578,197
Secured by Equipment and Property
Expires/matures: 6/02/2027
Security
Required: Yes

Bank Rating: A+/Aa1/AA+

The Travelers Companies, Inc. – August 1, 2002 to Present
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company

1 Tower Square

Hartford, CT 06183

Contact: Jen Moore, Underwriting Director - (860) 277-8170

State of Incorporation: Connecticut

Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA

NAIC #: 31194, 19038, California License No.: 2444-8, 1790-5;

Arizona Certificate No. 000843, 000841

CNA Financial Corporation – December 15, 2014 to Present
The Continental Insurance Company
Continental Casualty Company

151 North Franklin Street

Chicago, IL 60606

Contact: Michael O'Connell, Underwriting Director – (206) 587-7149

State of Incorporation: CIC - Pennsylvania; CCC - Illinois

Ratings – AM Best: A XV; Moody's: A2; Standard & Poor's: A+

NAIC #: 35289, 20443; California License No.: 2270-7, 0048-9;

Arizona Certificate No. 0003658, 299460

Chubb Group of Insurance Companies – 1926 to Present
Federal Insurance Company

202B Hall's Mill Road,

Whitehouse Station, NJ 08889

Contact: Tina Hawkins, Underwriting Manager - (908) 903-3409

State of Incorporation: Indiana

Ratings – AM Best: A++ XV; Moody's: Aa3; Standard & Poor's: AA

NAIC #: 20281, California License No.: 0059-6;

Arizona Certificate No. 301755

Agent Name and Address:

Alliant Insurance Services, Inc.

560 Mission Street, 6th Floor

San Francisco, CA 94111

(415) 403-1427

Contact: John D. Gilliland – Senior Vice President

License # 0C36861 Expiration 09/30/2026

Single Job Capacity: \$600,000,000. Aggregate Capacity: \$5,000,000,000.

Ben Hite

Assistant Superintendent

Years in Industry: 22

Years with Granite: 4

CURRENT RESPONSIBILITIES:

Ben is currently serving a mining Superintendent. His main objective will be to ensure safety, while delivering a project of superior quality, on time and within budget.

PROFESSIONAL REGISTRATION(S):

CPR/First Aid Certified

MSHA

OSHA 10

SUMMARY OF RELEVANT EXPERIENCE:

Projects listed in Paragraph 6:

Brinkmann Constructors, Tucson Commerce Center, Tucson, AZ

Foreman, \$10M, Commercial site development of a 46 acre site with 3 warehouses totaling 806,606 sf. Scope includes, building pad footer over excavation, final finish pad subgrade, storm water conveyance, and retention ponds, ~9,000 lf of domestic/fire main, sanitary sewer including on-site lift stations, concrete sloped channels, asphaltic cement, and concrete curb/sidewalk.

SR 77 Pavement Rehabilitation, Tucson, AZ

Foreman, \$34.4M, The project scope includes repaving 11 miles of roadway, drainage improvements, utility relocations, installation of new storm drain system, and new ADA approved ramps, sidewalk, and driveways between River & Magee Roads and between I-10/Miracle Mile and River Road. Additionally, the work includes new LED streetlights and signal and intersection improvements between River and Ina Roads, and the addition of new dual left turn lanes to the intersection of Magee and Oracle Roads.

TAA, Airfield Safety Enhancement Program CMAR - GMP 3 Runway 12R/30L & Taxiway B, Tucson, AZ

Area Manager, \$19M. This project is a continuation of the multi-phase ASE GMP program at TUS. The work includes a MAGVAR redesignation of both primary commercial runways as well as the demolition of the current general aviation runway leading to its reconstruction as a full-length commercial runway in a follow on GMP. In addition to the demolition, the new work includes 266,000 CY of excavation and 10,500 LF of storm drain with structures.

TAA, Airfield Safety Enhancement Program CMAR - GMP 2 Taxiway C, Tucson, AZ

Area Manager, \$46M. This project is the third phase of the ASE program at TUS. GMP2 on Taxiway C includes incremental airfield upgrades necessary to allow the current general aviation runway to be removed, relocated, and re-constructed as a commercial runway in future GMP work packages. Work includes 156,000 CY of excavation, 8000 LF new drainage, 45,000 TN of base course, and 42,000 TN of asphalt. Continued work includes related electrical, marking, and fencing packages.

Town of Marana, Roundabout Project, Marana, Arizona

Foreman, \$1.1M. Scope included asphalt and concrete removal, grading, concrete paving, asphalt paving, and restriping. This project had a limited construction duration related to a local school closure. The intent of the project was to improve local traffic flows at the four-way stop intersection of Sandario Road and Twin Peaks Road through the construction of a roundabout. Project was completed on schedule and budget.

Tucson Airport Authority DBB1, Tucson, AZ

Foreman, \$25.7M, The DBB1 project will expand access for the Air National Guard and other fixed-base operations on the southwest

side of the airfield. Scope of work includes the construction of the new bypass taxiway including pavement removal, earthwork, electrical, drainage, pavement markings, and landscaping.

Sierrita Road Maintenance – Freeport-McMoRan Inc., Green Valley, AZ

Foreman, \$500K, T&M, Renovation and maintenance of mine access roads at the Sierrita Mine. Scope of work included grading, compaction, and placement of base course to repair eroded conditions caused by monsoon storms.

Tohono O'odham Nation, Vamori Wash, Vamori Village, AZ

Foreman - This \$2.5M flood mitigation project involves the construction of a new flood flow containment dike to prevent flood water from flowing towards the Vamori Village. The new Levee will be constructed adjacent to the existing Vamori Wash, providing protection to the Vamori Village from the 100-year flood event. Utilizing Drone flights pre/post construction allowed for us to not only verify quantities but also the design alignment of the Levee. Owner allowed for us to utilize additional onsite material, resulting in budgetary and schedule savings for all stakeholders.

TEP 46kV UG Getaways & Feeders Substation Line, TEP, Tucson, AZ

Foreman, \$850,000, the project includes installation of roughly 28,500 LF of 4" & 14,350 LF of new 6" Conduit. Installation of Pullboxes, COMM Boxes, & Hand Hole Boxes (20) altogether. Patching back asphalt trenches following the completion of installing the new conduit runs. Coordination, Communication, & Scheduling is key given that there are existing construction sites running adjacent to our work.

Adonis Road Extension CMAR, Marana, AZ

Foreman, \$3.9M, This Town of Marana project consisting of the construction of 2.9 miles of a new two-lane road connecting Tangerine Rd to Grier Rd in Marana, AZ. Project duration is 5 months. Key features include 43.5k CY excavation, storm drain including 1500 lf of culvert pipe and a double 10x4 box culvert, 3200 lf of irrigation channel, 22.5k sy of cement treated subgrade, aggregate base course, asphalt paving. The project includes multiple phased proposals to allow work to begin while the design is finalized and funding sources are secured. The various proposals include a cost distribution between the Town and the developer, who is responsible for a portion of the funding

Experience continued:

Kino Substation TEP, Tucson, AZ

Foreman, \$2,800,000, Bid-build, Granite constructed and built all civil work associated with the new 138kv green field substation. This included over 150 drilled shafts, 4,000lf of underground conduit, cable trench, numerous cast in place structural foundations, site grading, and cmu wall.

Oberon Solar, Penwell, TX

Foreman, \$8M, Bid-build, Granite cleared and grubbed ,1400 acres using mulchers. All 1,400 acres were then land leveled and compacted. Granite built 70,000 LF of caliche capped access roads and installed 30,000 LF of 6' chain link security fence.

Coniglio Solar, Wolfe City, TX

Foreman, \$2.3M, Our scope of work is all of the structural posts. We are having survey pins placed, scattering out steel piers at each survey feather, and taking pile drivers to each post and pounding them into the ground to specific reveal heights based on ground elevations. We also have a crew unloading and moving posts around site for the scatter crew. There are 26,122 posts on this job.

Anson Solar 1, Anson, TX

Foreman, \$4M, Our scope of work is all of the structural posts (array posts, combiner posts, and inverter posts). We are having survey pins placed, scattering out piers at each survey feather, and taking pile drivers to each post and pounding them into the ground to specific reveal heights with a laser based on calculated slopes provided. We also have a crew unloading and moving posts around site for the scatter crew. We have installed 43,070 posts of various sizes on this project.

ADOT State Highway Why-Tucson Highway SR 86 Fuller Road to Valencia Road

Foreman, This \$4.3M project consists of milling one inch of the existing asphalt and replacement with three inches of asphaltic concrete, crack sealing, application of chip seal, overlay existing turnouts, guardrail works, replacing bridge railing, signing, pavement marking, seeding, shoulder build-up, and other related work.

Augustine Otero

Project Manager

Years in Industry: 6

Years with Granite: 6

CURRENT RESPONSIBILITIES:

For this project, Augie will be serving as the Site QA/QC Manager. Augie will be involved with the project to completion. His main objective will be to ensure safety, while delivering a project of superior quality, on time and within budget. His duties will include:

- Generate and process legal documents
- Ensure clear and timely communication protocols with stakeholders are implemented
- Monitor and maintenance of project schedule
- Coordination with Project Superintendent on resource needs
- Resource scheduling including material procurement, subcontractors, and Granite forces
- Project administration including preparation of reports, billings, and submittals; financial analysis, and job documentation
- Administer quality control requirements
- Enforcement of company safety policies

EDUCATION:

B.S., Construction Management, Arizona State University

PROFESSIONAL REGISTRATION(S):

OSHA 30

SUMMARY OF RELEVANT EXPERIENCE:

Projects listed in Paragraph 6:

Chandler Heights, Chandler, AZ

Project Manager, \$19.8M, Bid-Build, The project consists of widening the existing road to at least four lanes, a raised landscaped median, and curb and gutter work. Additional safety features include upgrades to the sidewalks for ADA compliance, new traffic signals, and LED streetlights. The project also features both dry and wet utility improvements including extension of fiber, buried irrigation, and upgraded storm drainage.

TAA, Airfield Safety Enhancement Program CMAR - GMP 3 Runway 12R/30L & Taxiway B, Tucson, AZ

Project Manager, \$19M. This project is a continuation of the multi-phase ASE GMP program at TUS. The work includes a MAGVAR redesignation of both primary commercial runways as well as the demolition of the current general aviation runway leading to its reconstruction as a full-length commercial runway in a follow on GMP. In addition to the demolition, the new work includes 266,000 CY of excavation and 10,500 LF of storm drain with structures.

TAA, Airfield Safety Enhancement Program CMAR - GMP 2 Taxiway C, Tucson, AZ

Project Manager, \$46M. This project is a continuation of the multi-phase ASE GMP program at TUS. GMP2 on Taxiway C includes incremental airfield upgrades necessary to allow the current general aviation runway to be removed, relocated, and re-constructed as a commercial runway in future GMP work packages. Work includes 156,000 CY of excavation, 8000 LF new drainage, 45,000 TN of base course, and 42,000 TN of asphalt. Continued work includes related electrical, marking, and fencing packages.

TEP Irvington Facilities Modernization Phase II, TEP, Tucson, AZ

Project Engineer, \$2.3M, The project includes site work for critical infrastructures at Tucson Electric Power plant. Scope includes clearing and removing existing vegetation and placing asphalt and concrete to build limits for the new project. The project also includes importing and placing material to fill four new building pad, the installation of approximately 1,500 LF of new domestic and raw water lines for tying into existing systems, removing and replacing 500 LF of old clay sewer line with 510 LF of 8" & 4" PVC/DIP depending on existing utility crossings, and the installation of roughly 4,000 LF of new low voltage conduit also tying into existing power. The biggest

challenge comes from a \$0500,000 change order to reroute proposed 16" RW line North around the new building pads opposed to going under the new concrete building pad.

Town of Marana, Mandarin Off-Site Water and Sewer, Marana, AZ

Project Engineer, this project included the construction of a new Mandarin Offsite Water System. The offsite water system includes connecting to existing water, 1,393 LF 16" DIP pipe with valves and fittings, 373 LF 12" DIP pipe with valve and fittings, 81 LF 6" pipe with valve and fittings, fire hydrants, 589 LF 32" jack and bore with 764' of steel casing, and corrosion monitoring. The job also included the construction of a new Mandarin Offsite Sewer system. The offsite sewer system includes connecting to existing sewer, 3,334 LF of 15" PVC pipe with manholes, 580 LF 28" jack and bore with steel casing, asphalt removal and replacement, stabilized maintenance road, and corrosion monitoring.

TEP 46kV UG Getaways & Feeders Substation Line, TEP, Tucson, AZ

Project Engineer, \$850,000, The project includes installation of roughly 28,500 LF of 4" & 14,350 LF of new 6" Conduit. Installation of Pull boxes, COMM Boxes, & Hand Hole Boxes (20) altogether. Installation of two risers, one in the TEP substation and the second one adjacent to main road. Patching back asphalt trenches following the completion of installing the new conduit runs. Coordination, Communication, & Scheduling is key given that there are existing construction sites running adjacent to our work.

Experience continued:

South Mountain – Connect 202 Freeway, ADOT, Phoenix, AZ

Intern/Project Engineer, \$1.017B, Design-Build-Operate-Manage, This Project comprised 22 miles of new four-lanes eastbound and westbound and 52 bridges. The project completes the SR-202 Loop from I-10 Maricopa to I-10 Papago freeway. The center segment is five miles in length and cuts through South Mountain Park and Preserve which required drill and shoot excavation. 13.6M CY of earth was moved within the project alignment. Nearly 2.5M CY of rock was blasted and processed from the South Mountains and used on site. 1.4M tons of aggregate base was placed under the 783,000 tons of asphalt and 130,000 CY of concrete pavement. The project included approximately 1,000,000 TN of Asphalt Concrete paving. At apex of paving operations, three paving crews were utilized to ensure meeting schedule constraints. Coordinated IRI (International Roughness Index) testing by calibrating specialized vehicle and interpreting data to help paving operations be within specification in regard to the rideability of the freeway. Scheduling, coordination, logistics, and survey were also a few of Augie's responsibilities associated with this project.

Project Wildcat, Amazon Warehouse Facility, Tucson, AZ

Intern, \$13.5M, Best-Value, The project scope included civil/site work on an 80-acre site for a 2.5 million-square-foot fulfillment center. The project included 50,000 CY of earthwork that had to be completed in four weeks (10-hour shifts, 7-days per week). The project included a building pad, utilities, parking lot, drainage structures, and an access road.

Quality Control Technician, Ninyo & Moore, Phoenix, AZ

Lab Technician. Role consisted of gathering samples, conducting tests, analyzing results, & communicating that information in a timely manner to those in the field. As a student at ASU during my tenure with Ninyo & Moore, I was able to make the connection between the importance of lab results and the impacts they can have on projects and their site conditions. Introduced a new way of looking at site conditions and what means & methods would be most suitable to obtain optimum results.

Associated Schools of Construction – Heavy Civil Team, ASU, Reno, NV

Part of a six-person team, that was given a problem statement of reconstructing an existing Jetty while following Coast Guard constraints, in a head-to-head competition with schools from around the nation. Individual roles consisted of site logistics, Value engineering and Estimating. Overall, the team took 3rd place out of 12.

Luis Vasquez

Paving Superintendent

Years in the Industry: 33

Years with Granite: 2

CURRENT RESPONSIBILITIES:

Luis Vasquez will serve as the Paving Superintendent. Luis has 33 years of experience in the heavy civil construction industry. He has extensive experience with pavement maintenance and asphalt paving, concrete paving, curb and flatwork, drainage channels and pipes, structures, gabions, soil cement, SWPP, and grading. During construction, Luis is responsible for leading field crews and providing important project input with real production costs from our paving work. He will ensure labor, equipment, materials, and subcontractors are scheduled and well-coordinated to construct the project efficiently, meet the project schedule and productivity goals, work safely, and provide a quality product. Additional duties include:

- Ensuring compliance with project plans and specifications.
- Enforcing requirements outlined in the Safety and Security Plan and ensuring compliance by field forces.
- Directing and monitoring field staff.
- Carrying out disciplinary action when required.
- Ensuring compliance with quality protocols.
- Leading site safety meetings.
- Coordinating the inspection of work.

PROFESSIONAL REGISTRATION(S):

First Aid/CPR Certified

OSHA 30

OSHA 10

CDL

SUMMARY OF EXPERIENCE:

Projects listed in Paragraph 6:

ADOT I-10 Sunset, Tucson, AZ

Paving Superintendent, \$172M, The project consists of reconstructing 1-10 to provide four general purpose lanes in each direction. The work includes construction of nine bridges, Portland cement concrete pavement, asphaltic concrete pavement, drainage facilities, and mechanically stabilized earth walls. Additional work includes, pavement markings, signing, lighting, freeway management system, landscaping, aesthetics, and other related work.

ADOT I-10 Ajo to MP272, Ajo, AZ

Paving Superintendent, \$15.8M, The project consists of pavement rehabilitation and bridge deck repair. The work includes removal of existing asphaltic concrete friction course by milling and replacing with new asphalt-rubber concrete friction course (AR-ACFC); placing crack seal and fog coat on the shoulders; constructing guardrail, bridge deck repair; installing conduits, traffic signs, pavement markings, and highway lighting.

TAA, Airfield Safety Enhancement Program CMAR - GMP 2 Taxiway, Tucson, AZ

Paving Superintendent, \$45M, This GMP 2 project is in alignment with the multi-year phased delivery of the overall \$140 million project to construct a new full-length parallel runway, center taxiway, and outboard taxiway at Tucson International Airport as part of their Airfield Safety Enhancement Program. This projects scope of work includes the first two phases for the new outboard Taxiway C. This work package includes 156,000 CY of excavation, 8000 LF new drainage, 45,000 TN of base course, and 42,000 TN of asphalt. Also included are the related electrical, marking, and fencing packages.

SR 77 Pavement Rehabilitation, Tucson, AZ

Paving Superintendent, \$34.4M. The project scope included repaving 11 miles of roadway, drainage improvements, utility relocations, installation of new storm drain system, and new ADA approved ramps, sidewalk, and driveways between River & Magee Roads and between I-10/Miracle Mile and River Road. Additionally, the work included new LED streetlights and signal and intersection improvements between River and Ina Roads, and the addition of new dual left turn lanes to the intersection of Magee and Oracle Roads.

Tucson Commerce, Tucson, AZ

Paving Superintendent, \$10.3M, Bid-Build. This 50-acre commerce site project included earthwork for three large building pads, storm water basins, associated drive isles/parking areas, water lines, sanitary sewer, storm drain infrastructure, concrete slope paving, curb/flatwork, grouted rip rap, final grading, and concrete and asphalt paving.

TMC Rincon Neighborhood Hospital, Tucson, AZ

Paving Superintendent, \$2.6M, Bid-Build. This project included cut to fill earthwork operations for main building pad by excavating, placing, compacting, and finishing approximately 35,000 CY of onsite material. Project also included installation of 2,400 LF of 8" C900 water main including fire hydrants and building connections, 660 LF of 8" and 6" SDR 35 sanitary sewer, 2400 LF of 18", 24", 30" RCP storm drain with associated manholes, aggregate base course, finish grading, asphaltic cement paving, and concrete work.

PREVIOUS EXPERIENCE (PRIOR TO GRANITE):**2019 - 2022**

Performed projects for government entities in civil work including road maintenance, repairs to international fence, utilities, grade preparation with subgrade, paving, culverts, riprap, sidewalks, and concrete curbs. Luis was responsible for personnel management, scheduling and coordination of equipment and personnel to perform projects in a timely manner in coordination with government inspectors, project owners, and testing.

2018 - 2019

Supervision of earth moving all types and sizes of projects of roads, pads, concrete, and curbs with the responsibility of material calculations, delivery, application, inspection, and testing while managing multiple projects. Luis was responsible for personnel management, hiring, and safety training.

2016 - 2018

Supervisor of asphalt division throughout Arizona for multiple types of projects in grade setting, application of base and sub-base before asphalt paving on projects, with the responsibility of managing personnel, ordering materials, inspections, testing, and working with project managers for timely delivery of contract.

2002 - 2016

Operator of multiple types of heavy equipment for civil construction: Bull Dozers, Scrapers, Graders, Push Pull Scrapers etc., along with different types of compactors. Instructor for equipment operators, teaching employees on proper operation and safety equipment of equipment in use at different projects. Paving equipment operator, instructor, and field Supervisor, made decisions of material quantities for grade and sub-grade materials.

1998 - 2002

Operator of multiple types of heavy equipment for civil construction: Bull Dozers, Scrapers, Graders, Push Pull Scrapers etc., along with different types of compactors. Instructor for equipment operators, teaching employees on proper operation and safety equipment of equipment in use at different projects.

1995 - 1998

Responsible for field lay out, road construction, grade, concrete flat work, culverts, bridge supports, catch basins, soil cement and seal coat, along with other duties as a grade setter and labor foreman for subdivisions.

**EXHIBIT C
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

(Project Plans)

W YUMA RD

17



PROJECT
AREA

RUNWAY '17-35'

PROJECT AREA

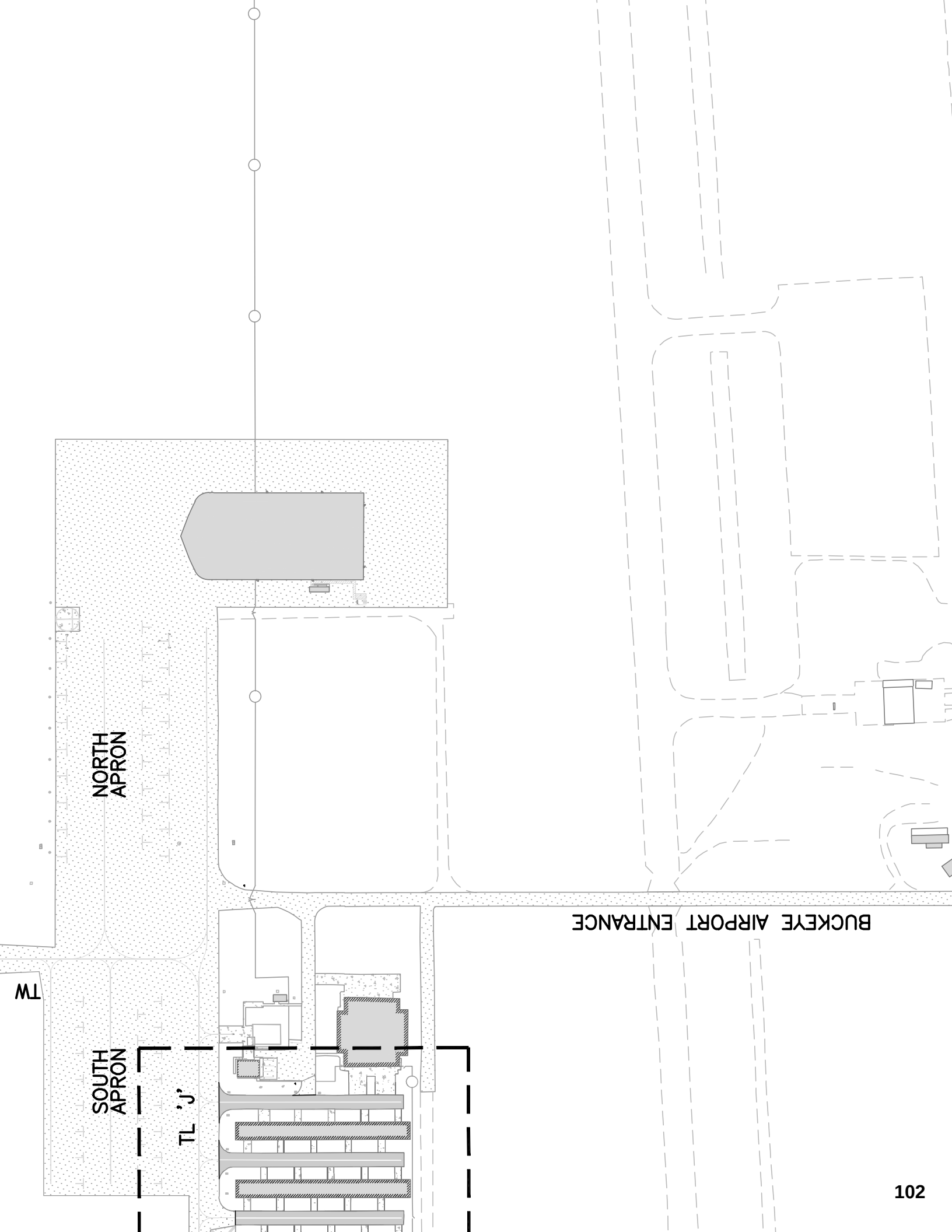
S PALO VERDE RD

DISCLAIMER
THE CITY /
NO LIABILITY
BY: _____
CITY OF B

I HE
SHO
SUP
BES

ARIZ

ARIZ



NORTH
APRON

SOUTH
APRON

TL 'J'

TW

BUCKEYE AIRPORT ENTRANCE

SIBLE FOR AND SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR
SITE AND ACCURATE ON-SITE DETERMINATION OF THE LOCATIONS
STRUCTURES, AND FIELD CONDITIONS WHICH MAY AFFECT THE
WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY
TURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION AND
SE EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING IN

IS REQUIRED TO CONTACT THE AIRPORT A MINIMUM OF TWO
(3 HOURS) PRIOR TO COMMENCEMENT OF CONSTRUCTION FOR A
THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE
R TO ANY CONSTRUCTION.

KNOWN ON PLANS ARE APPROXIMATE, ARE NOT VERIFIED BY THE
FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE.

CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF M.A.G
PECIFICATIONS AS WELL AS ALL OTHER FEDERAL STANDARDS AND
NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE

L BE RESPONSIBLE TO PROTECT ALL EXISTING AIRPORT FACILITIES,
AND IMPROVEMENTS, INCLUDING TENANT FACILITIES. ANY DAMAGE
ACTOR SHALL BE REPLACED OR REPAIRED BY CONTRACTOR AT
USE TO THE SATISFACTION OF BOTH THE ENGINEER AND THE
DAMAGED PROPERTY.

L BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING WHICH
MED BY A REGISTERED LAND SURVEYOR IN THE STATE OF

ORDER ANY OR ALL WORKMANSHIP AND MATERIALS TO BE TESTED
PLICABLE STANDARDS.

WILL BE RESPONSIBLE FOR THE COST OF ALL REWORK AND/OR
LACEMENT OF ALL MATERIALS AND/OR WORKMANSHIP
A FAILING TEST.

ORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS
TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL
COMPLETE AND WORKABLE UNIT.

SURVEYOR

1. COORDINATE KINEMATIC
2. SURVEYED
3. CONTRACTOR
4. IN THE FIELD
5. PROJECT MEASUREMENTS: COORDINATES
6. THIS IS NOT

HORIZONTAL
NAD83 (2011)
VERTICAL DATA
NAVD '88

PRIMARY BEN
POINT NUMBER
FOUND PUBLIC
BUCKEYE MOUNTAIN
GRID NORTHING
GRID EASTING
PUBLISHED E

5. THE COORDINATE
PLACES FOR
REPRESENT

S PALO VERDE ROAD

S00°09'42"W

00°10'10"W 2612.82'

14

SOUTH HALF SECTION 1
TOWNSHIP 1 NORTH

EXISTING TAXIWAY 'H'

EXISTING TAXILANE

53

66

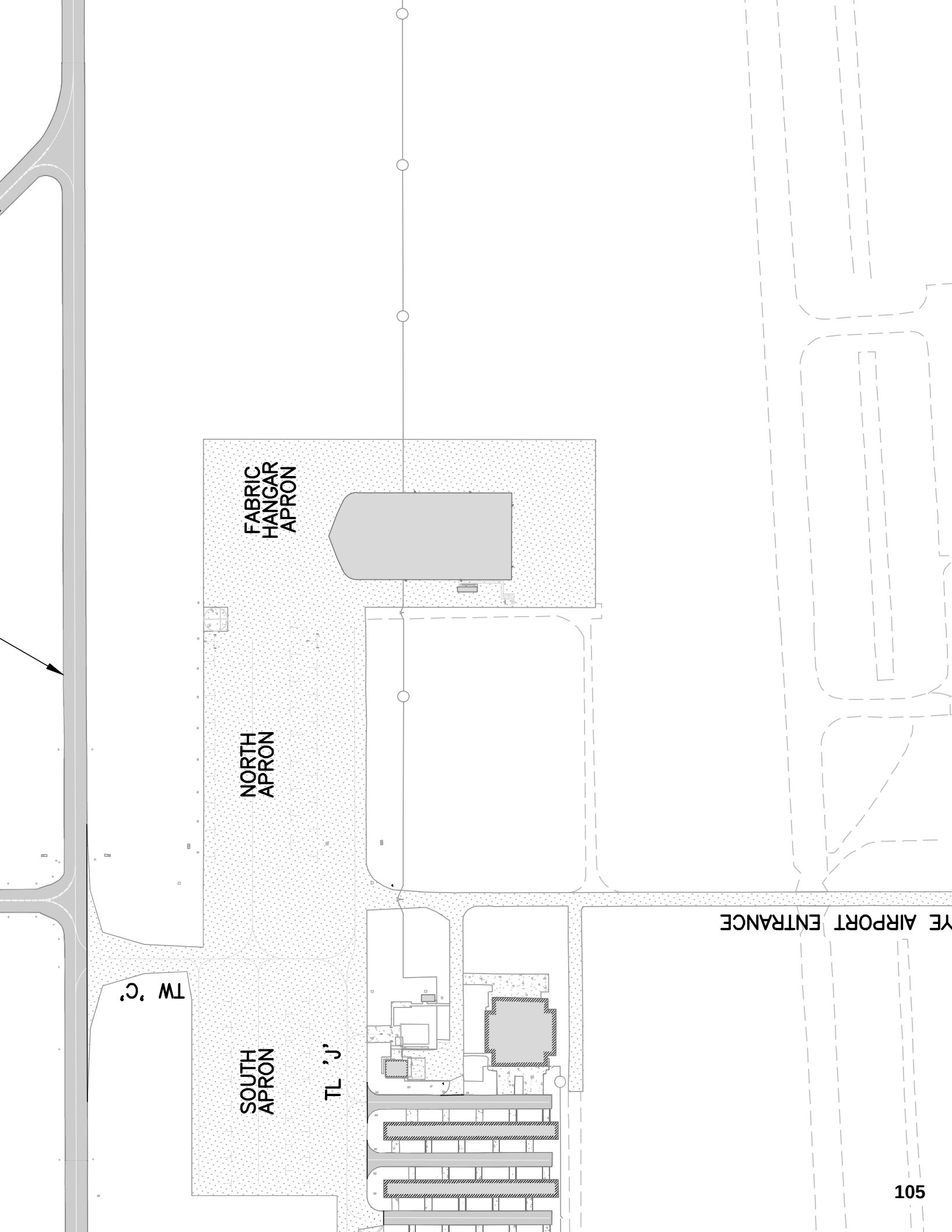
64

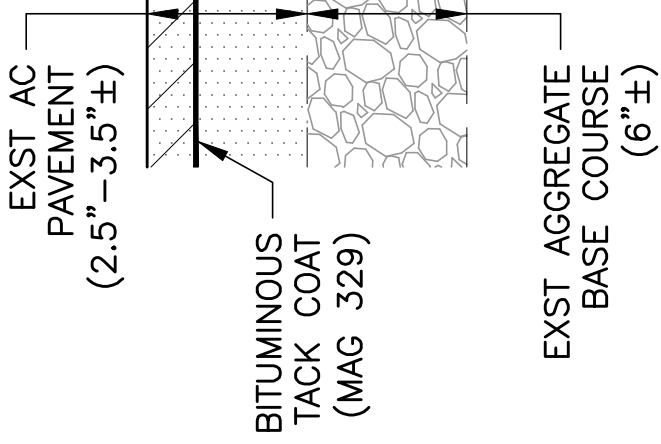
65

52

107

EXISTING TAXIWAY

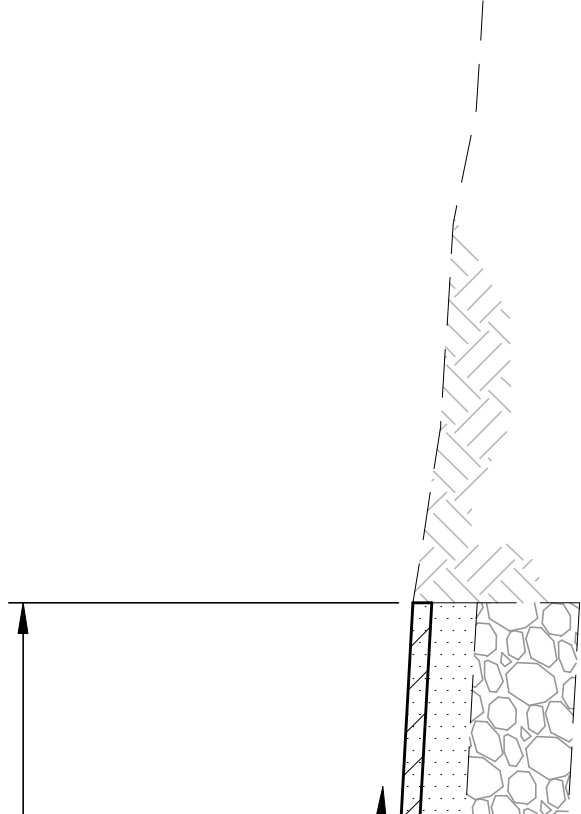
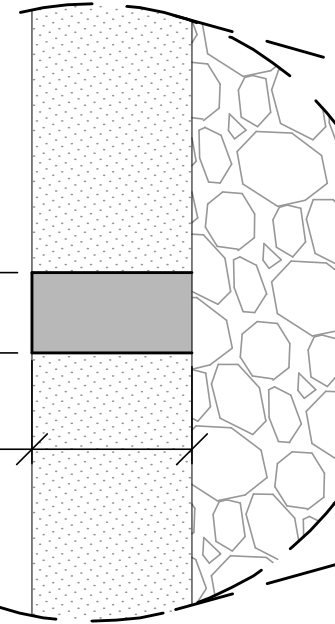




A PAVEMENT

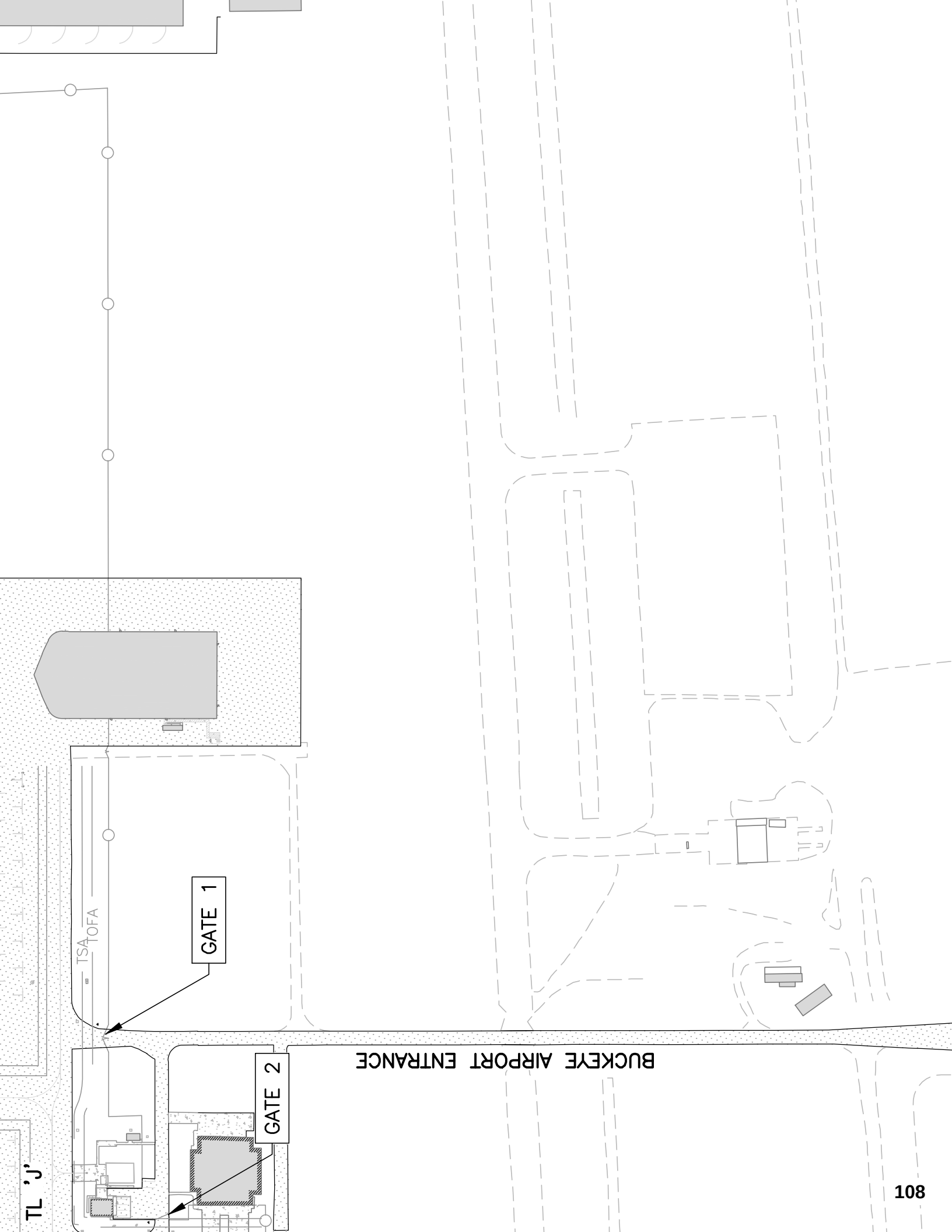
1.5" – 2.5" HMA
TO MILLED SURFACE
(MAG 3/8")

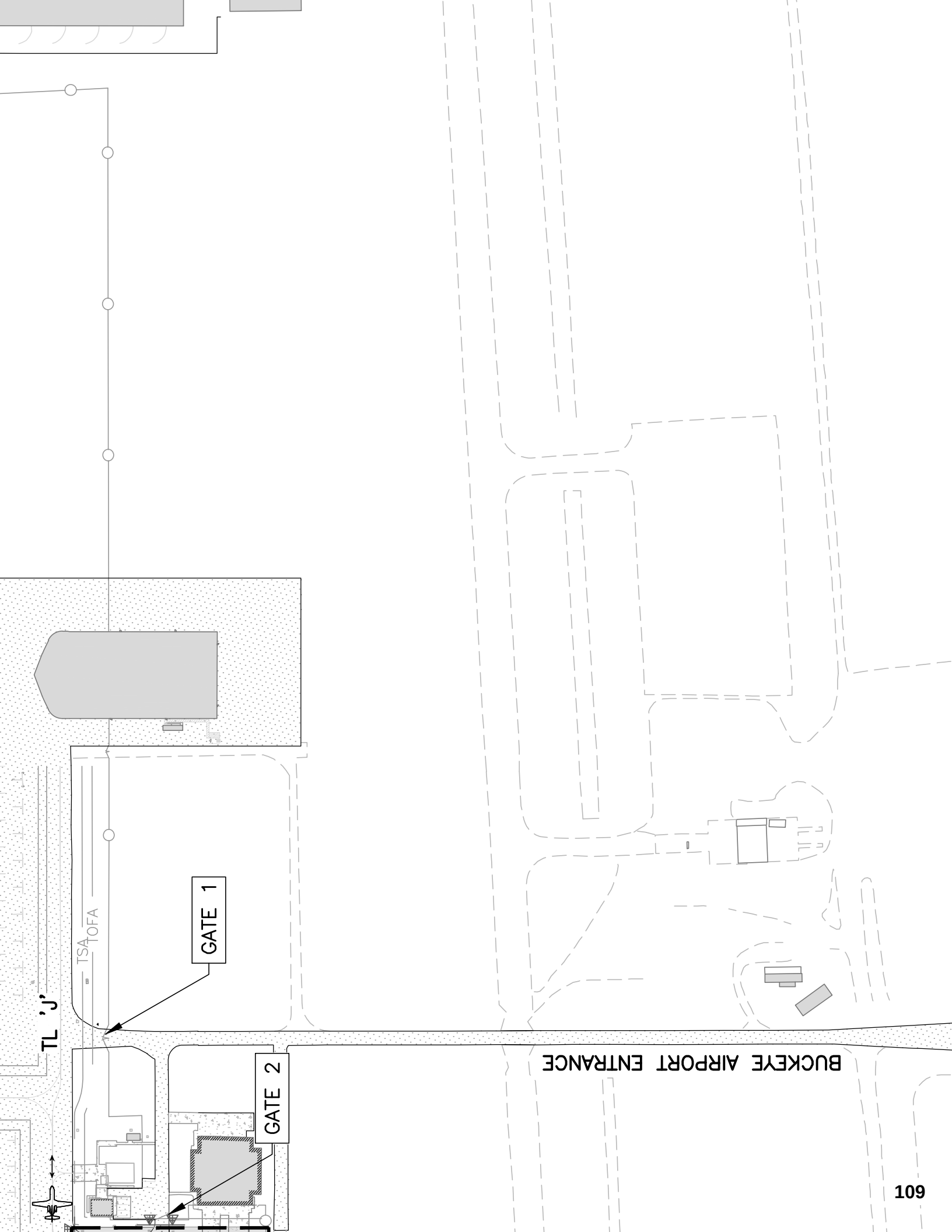
ROUT TO
1" MIN



MENT

TW 'A'/TW 'D3'
Φ





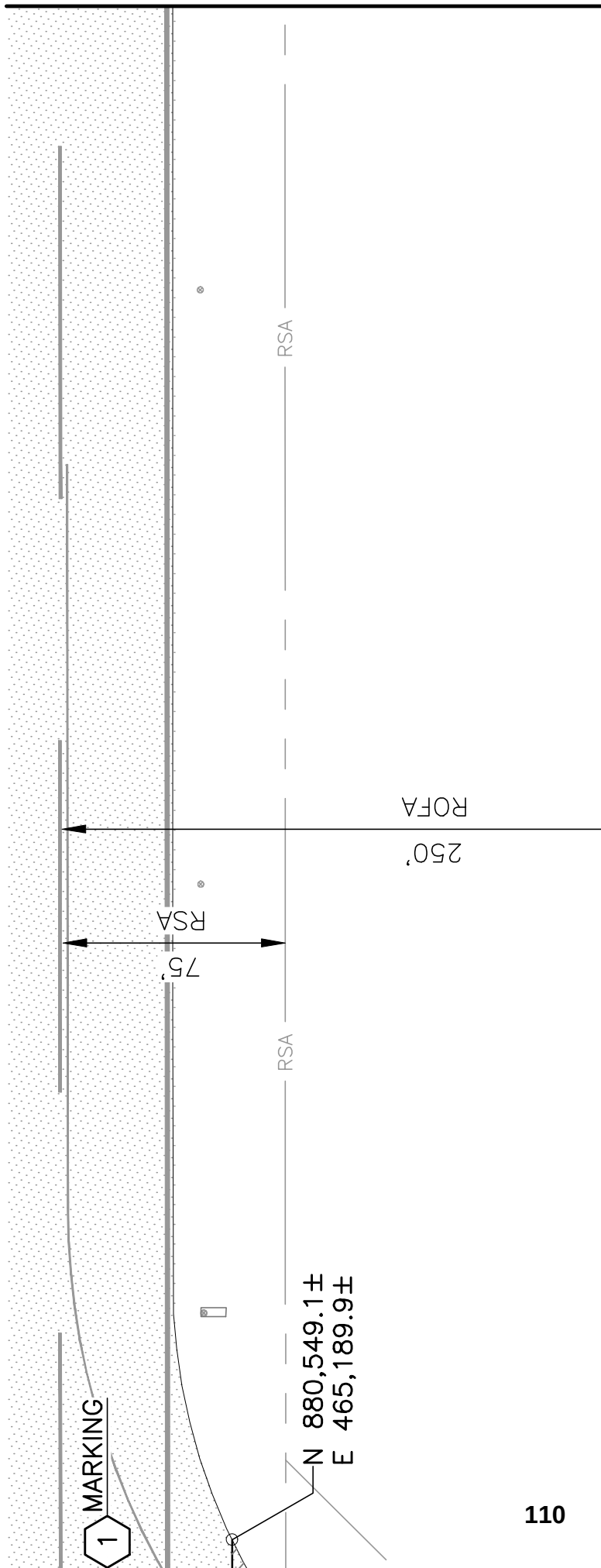
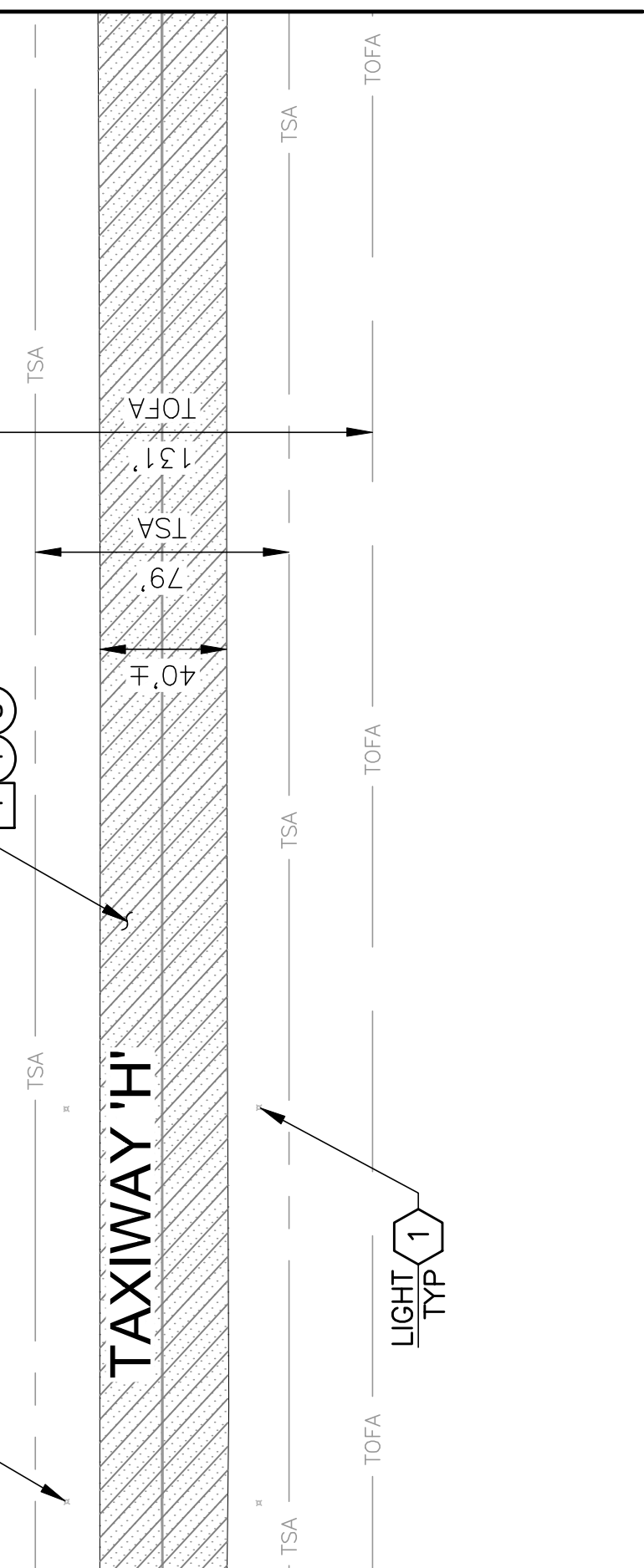
TL 'J'

GATE 1

GATE 2

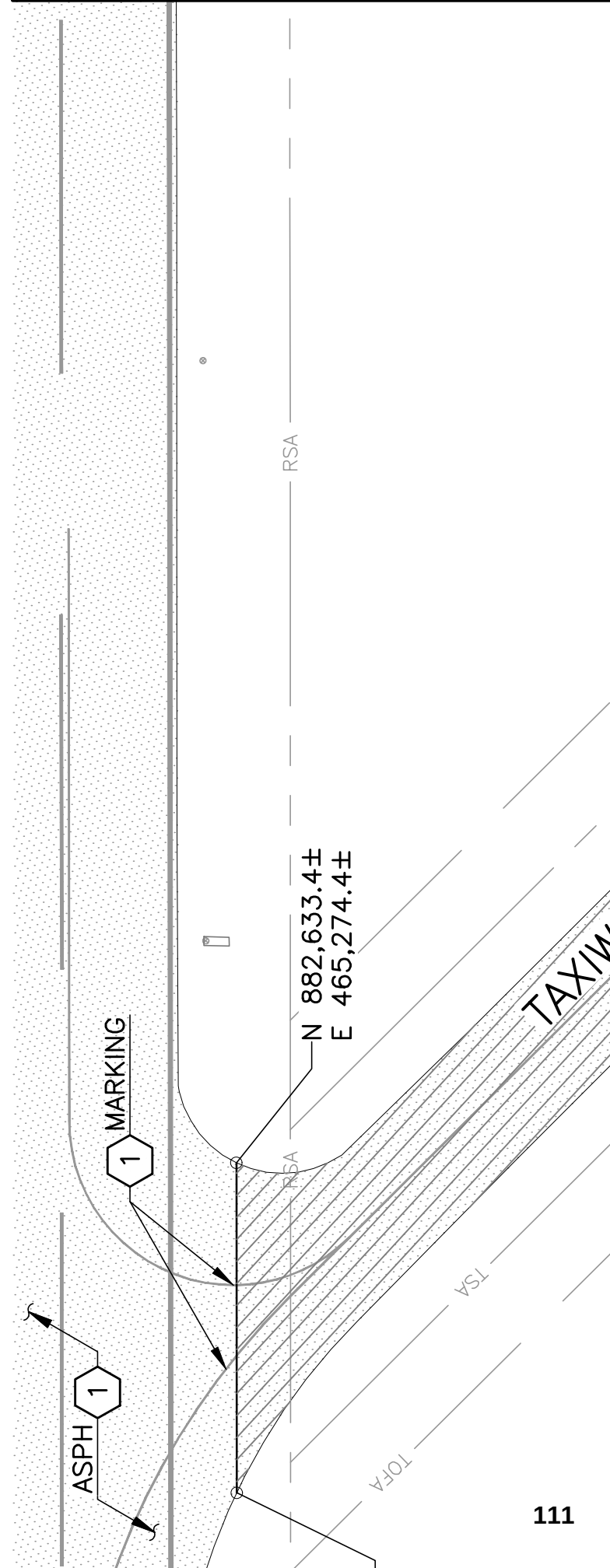
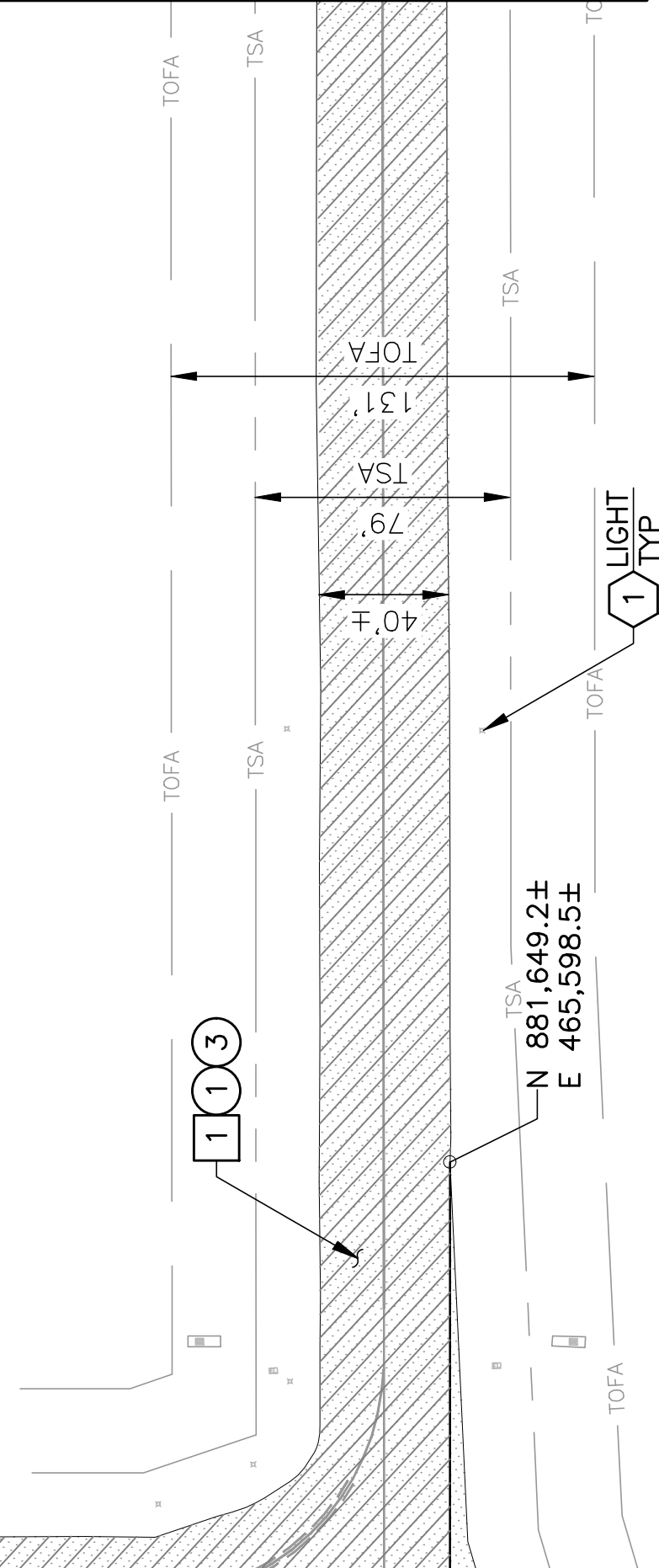
BUCKEYE AIRPORT ENTRANCE

MATCH L



IT CS1.02

MATCH L



CS1.03

544.3 ± 587.4 ±

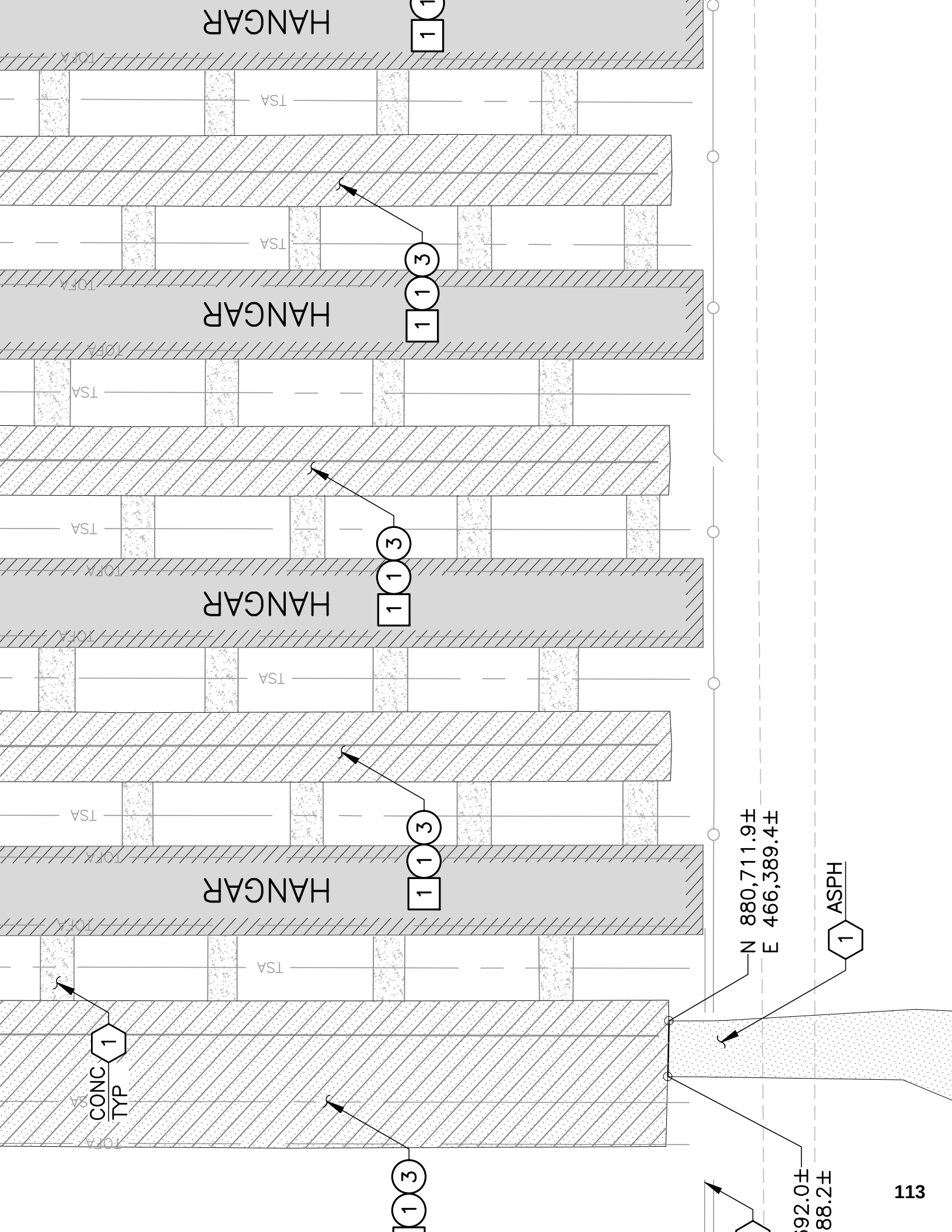


ASPH 1

RUNWAY '17-35'

WAY, G,

WAY 'F'



HANGAR

111

TSA

HANGAR

1113

TSA

HANGAR

1113

TSA

HANGAR

1113

TSA

CONC 1
TYP

N 880,711.9±
E 466,389.4±

1 ASPH

92.0±
88.2±

8.03
9.49

TSA

TSA

TAXIWAY 'H'

TSA

TSA

TOFA

TOFA

TOFA

MARKING

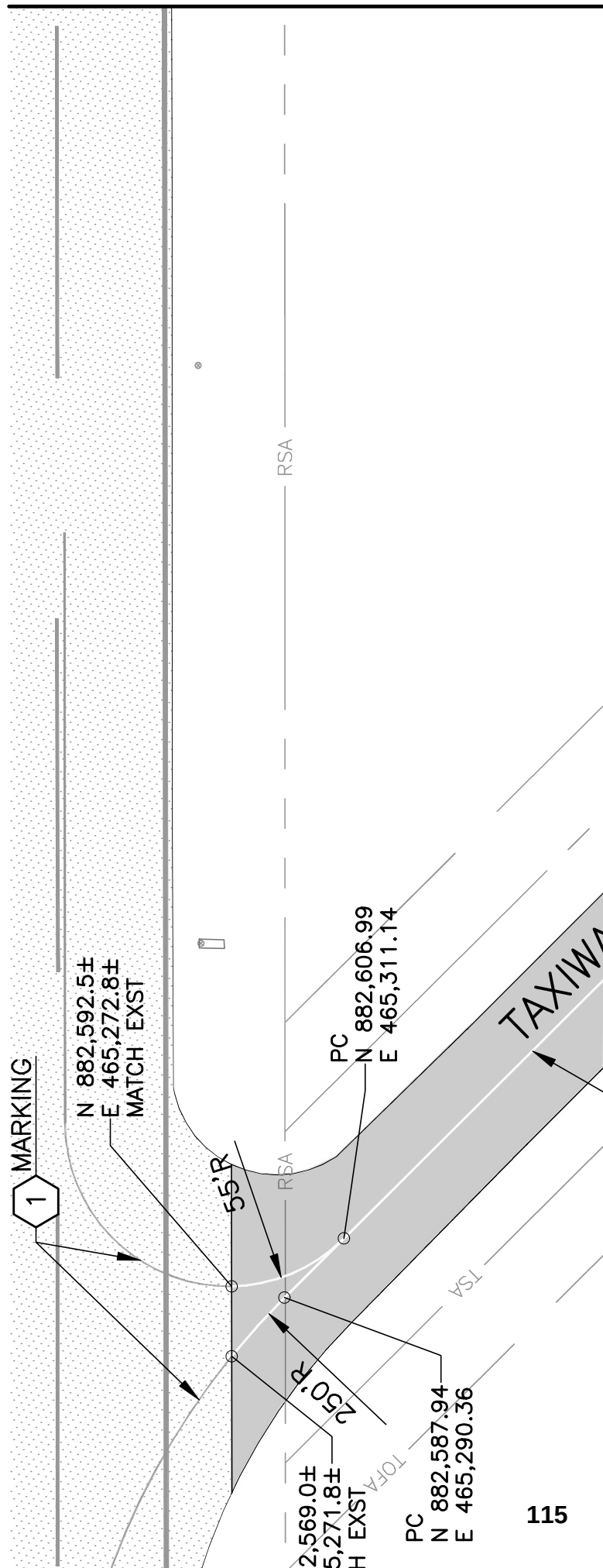
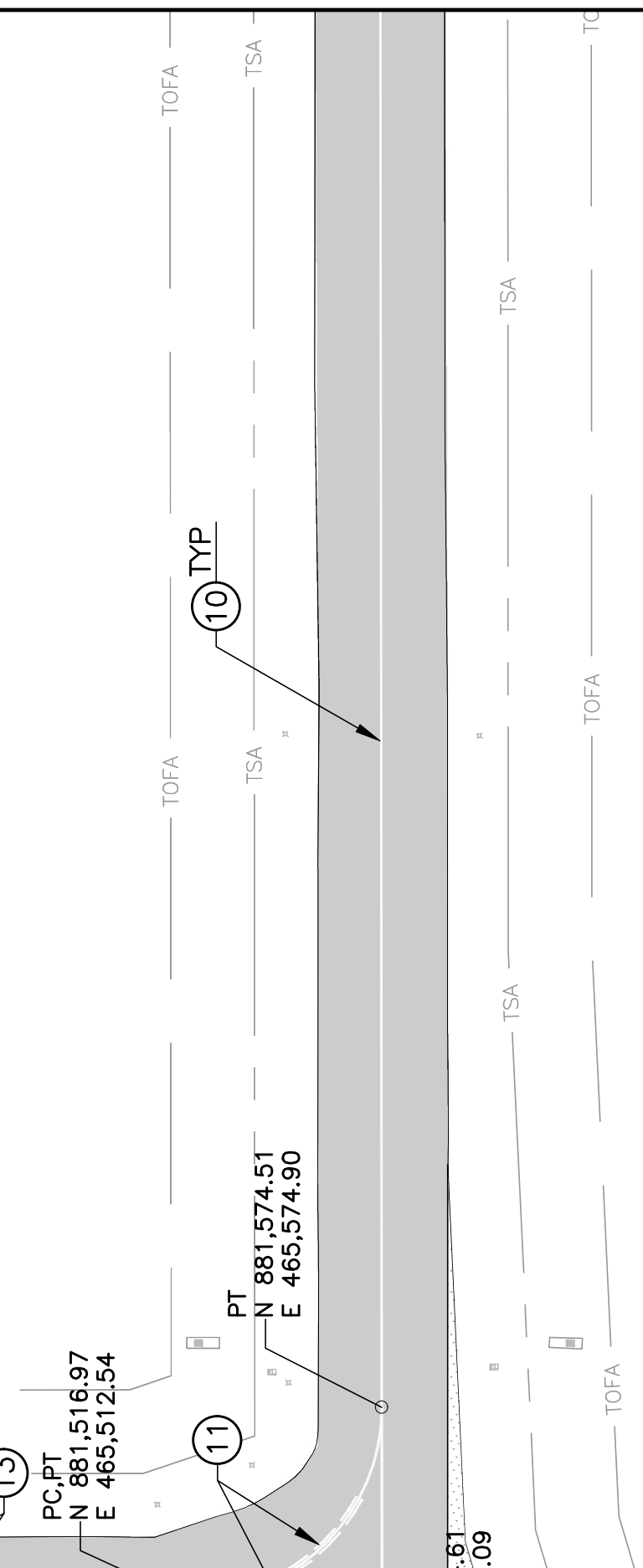
N 880,504.2±
E 465,188.0±
MATCH EXST

RSA

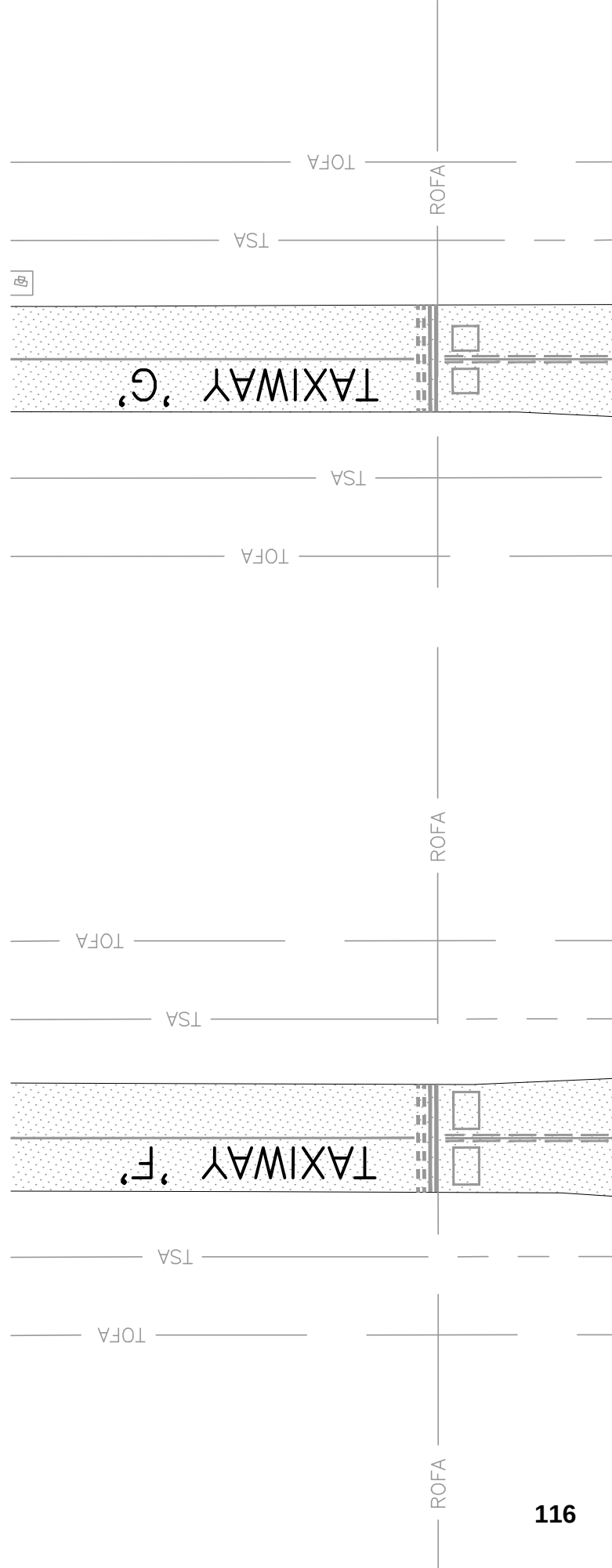
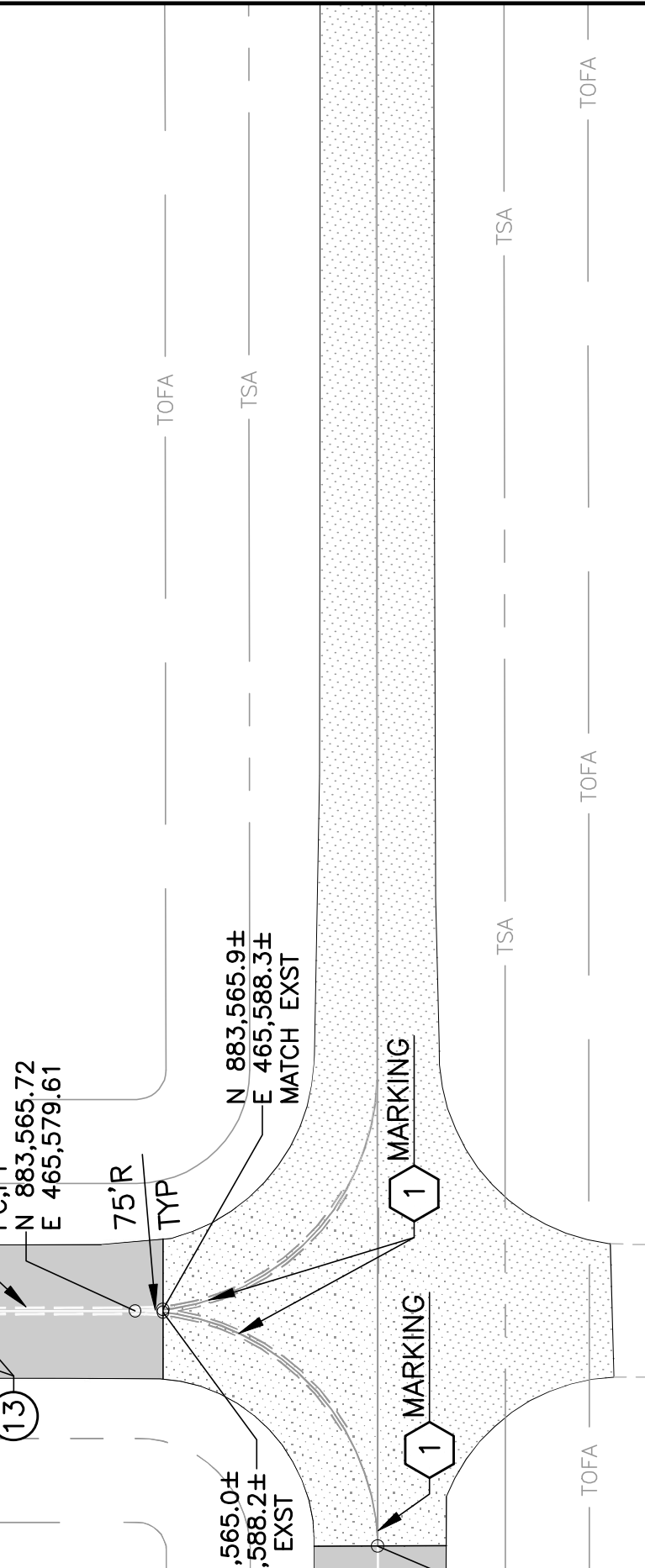
RSA

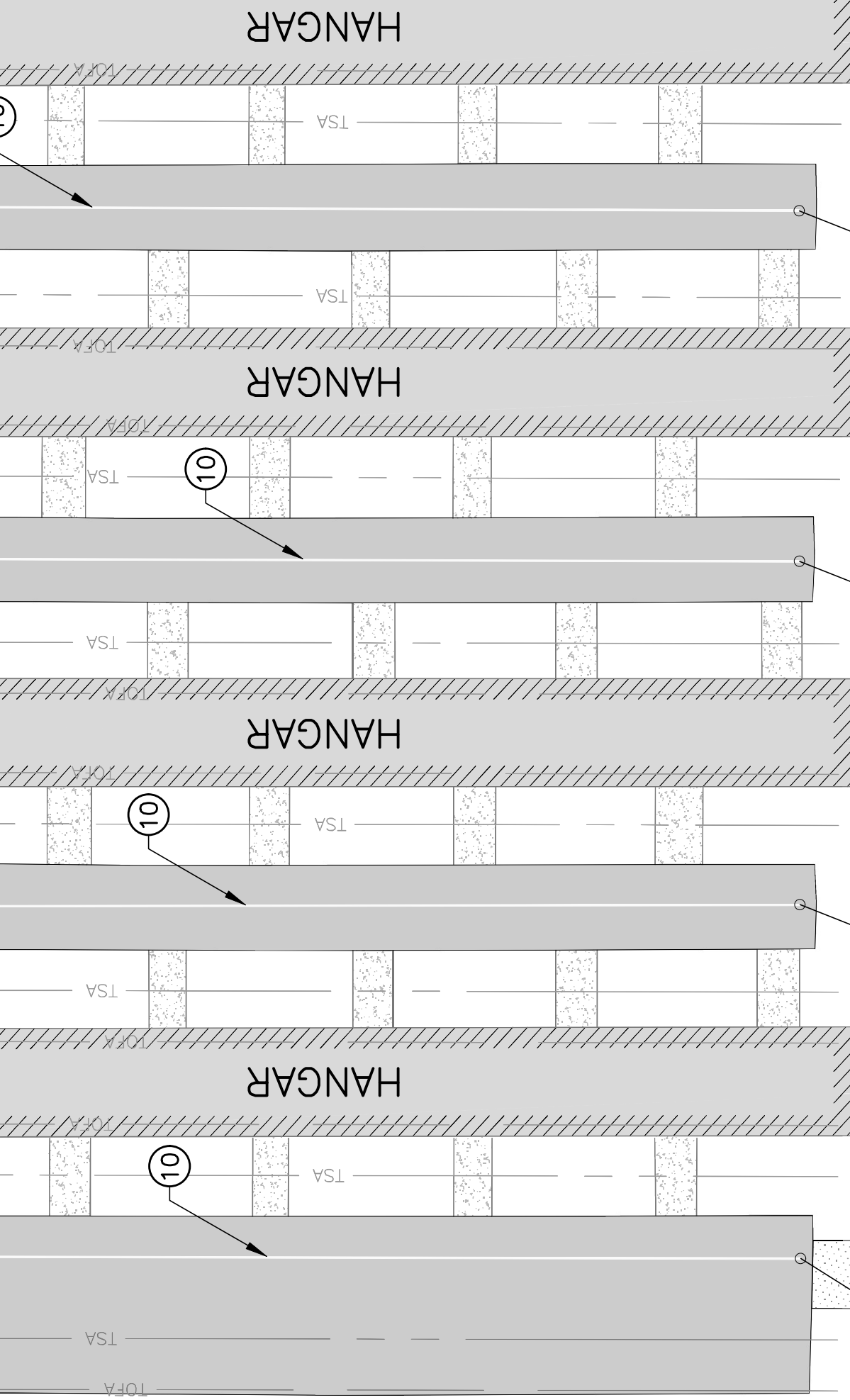
880,482.45
465,206.14

2.214
5.5_



MATCH L





N 880,706.68
E 466,385.55

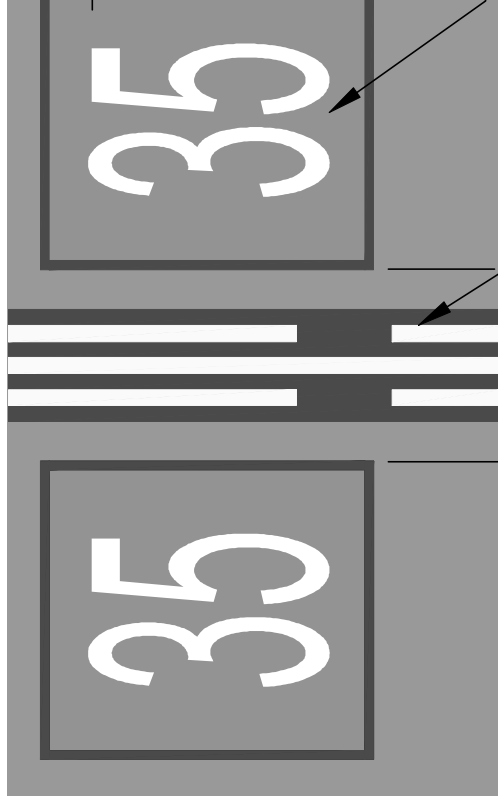
N 880,810.59
E 466,389.70

N 880,911.40
E 466,393.73

N 881,014.33
E 466,397.84

N 88
E 46

FOR NUMERAL AND
LETTER DIMENSIONS



3'
3'

ENH/
DET

3 SUP

150'

12"

9'

3'

6'

3'

**EXHIBIT D
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

(Final Project Specifications)

FINAL PROJECT SPECIFICATIONS

Buckeye Municipal Airport Taxiway 'H' & Hangar Taxilanes Rehabilitation

City of Buckeye Project No.: 109130
Dibble Project No.: 1023034.03

Prepared For: City of Buckeye

November 20, 2024



FINAL PROJECT SPECIFICATIONS

Buckeye Municipal Airport

Taxiway 'H' & Hangar Taxilanes Rehabilitation

City of Buckeye No: 109130

Dibble Project No.: 1023034.03

Prepared For:

City of Buckeye

Buckeye Municipal Airport

3000 S Palo Verde Rd

Buckeye, AZ 85326

November 20, 2024

Duane H. Dana, PE

Vice President

Dibble

GENERAL TECHNICAL PROVISIONS

TABLE OF CONTENTS

Section	Description	Page
10	General Specifications	GTP-1
20	Airfield Safety and Security	GTP-3
30	Contractor Quality Control Program (CQCP).....	GTP-5
40	MAG Standard Specifications for Public Works Construction.....	GTP-11



PAGE INTENTIONALLY LEFT BLANK

Item 10 General Specifications

10.01 Utilities and Existing Facilities

This item shall govern the field location of all underground existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the location of all underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The Contractor shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The Contractor shall pothole and use prudent care when excavating and locating said utilities at their own expense.

The Contractor shall comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3. and other pertinent Sections of the Arizona Blue Stake Law. The Contractor shall be responsible for locating all Owner and non-Owner utilities.

The Contractor's attention is directed to the following Arizona Revised Statutes:

a. ARS 40-360.22. Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

b. ARS 40-360.23. Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner no shall it excuse such persons from liability for any damage or injury resulting from his negligence.

c. ARS 40-360.28. Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

10.01.01 Existing Utilities

The Contractor is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the Contractor shall verify the exact location of the utilities. The Contractor shall be responsible for any damage done to public or private property and shall be repaired at the Contractor's expense.

Location of any underground telephone lines may be field verified by calling the Blue Stake Center telephone number 263-1100 or 1-800-STAKE-IT (Outside Maricopa County). The Contractor is required by Blue Stake Center to call at least two (2) working days before digging. The Contractor shall locate all utilities that Blue Stake will not locate.

The following utilities companies may serve the Airport directly or can provide services as requested.

Utility Companies for Existing Utilities and Flood Plain Information

Utility	Description
Water	City of Buckeye
Sanitary	City of Buckeye
Electrical	Arizona Public Service (APS)
Telephone	CenturyLink
CATV	Cox Communications
Gas	Southwest Gas
Drainage	Maricopa Flood Control District, City of Buckeye

The Contractor is to protect all existing facilities during construction. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

10.01.02 Water for Construction Purposes

It is the Contractor's responsibility to identify the water source, its compatibility, storage, and costs for all water requirements for the Project. The Contractor must submit a water source and its intended use to the City of Buckeye for approval, and this shall be provided by the Contractor at their expense.

10.01.03 Electrical Power

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at their expense. The Contractor shall remove all temporarily installed electrical facilities, after completion of the work, if ordered to do so by the City of Buckeye.

10.01.04 Sanitary Facilities

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, at their own expense, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

END SECTION 10

Item 20 Airfield Safety and Security

20.01 Description and Scope

This item shall consist of furnishing and implementing an Airfield Traffic Control and Barricade Plan for the Project. The Contractor is required to provide a plan that will ensure a safe and controlled traffic environment (construction and aircraft alike) during construction in accordance with the Phasing Plans provided in the contract drawings. The Contractor shall be responsible for submitting a project specific Phasing and Barricading Plans in which the limits of construction operations are outlined in a manner consistent with his Construction Schedule, for the approval of the City/Airport.

The Barricade and Traffic Control Plans must be submitted by the Contractor at the Pre-Construction Conference.

The Contractor shall submit a Cleanup Plan for approval by the Owner to be followed at the close of each day's work. At a minimum, the Plan shall include an itemized, detailed list of tasks and equipment to be used to properly clear all Taxiway and Taxilane areas. The Plan shall specifically identify all work to be performed on a daily basis for each Phase of construction identified on the plans. The Plan shall also include the requirement of the Contractor and City of Buckeye to perform a site walk of the entire effected area of construction a minimum of 2-hours before that area is scheduled to be re-opened to aircraft traffic to assure that it has be cleaned and cleared of all equipment and Foreign Object Debris (FOD).

The Contractor shall be responsible for providing, the installation of, and the maintenance of barricades, lights, and traffic control devices necessary for the control of aircraft, vehicular, and pedestrian traffic, (24-hours a day). Any requests to modify the approved barricading and phasing plans must be submitted to the City of Buckeye for review and approval.

20.02 Barricade Requirements

All construction areas shall be delineated with low-profile barricades that meet FAA standards to prevent intrusion by taxiing aircraft, vehicles, or pedestrians, (FAA AC 150/5370-2, latest edition). Low-profile barricades shall be orange in color with white reflective tape on both sides of the barricade and shall be a minimum of six (6) feet in length and a maximum of ten (10) inches in height, (not including required flagging or lights).

All barricades must be equipped with RED omni-directional lights, either flashing or steady burning, to provide additional visual warning whether during normal daytime and night-time operations or during periods of reduced visibility due to weather conditions. Lights may be either battery-powered or solar powered, however, the intensity of the lights must be sufficient to adequately and without ambiguity delineate the construction areas. The Contractor is responsible to maintain all barricade lights in working condition to the approval of the City of Buckeye 24 hours a day. The barricades shall be installed so that they are always in the extended position and properly oriented. Maximum spacing between barricades shall adhere to the approved plans, or as directed by the City of Buckeye.

20.04 Method of Measurement and Payment

Measurement and payment for Airfield Safety and Security shall be made at the contract lump sum price, and shall be considered full compensation for furnishing all labor, materials, barricades, lights, flags, crossing guards, escorts, directional or way-finding signage, power vacuum sweepers; furnishing, placing, repositioning, and removal of temporary airside traffic control devices; all vehicle and equipment markings, security badges and training for all construction personnel (if required by COB), tools, equipment, flagmen, cell phones, radios, and incidentals required to safely control traffic as identified in the Phasing Plans to provide the proper security for the Airport. Partial payments of the lump sum item(s) will be made uniformly over the contract time, provided that the airside safety and security is maintained and satisfactory to the City of Buckeye and the RPR.

Payment will be made under:

Item GTP-20.04.1 Airfield Safety and Security – per Lump Sum

END SECTION 20

Item 30 Contractor Quality Control Program (CQCP)

30.01 General

The Contractor shall establish an effective Contractor Quality Control Program (CQCP) to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

The Contractor shall establish a CQCP to perform quality control (QC) inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the Resident Project Representative (RPR) prior to the start of any production, construction, or off-site fabrication. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

- 1.** QC organization and resumes of key staff
- 2.** Project progress schedule
- 3.** Submittals schedule
- 4.** Inspection requirements
- 5.** QC testing plan
- 6.** Documentation of QC activities and distribution of QC reports
- 7.** Requirements for corrective action when QC and/or QA acceptance criteria are not met
- 8.** Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

30.02 CQCP organization

a. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the Contractor and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 30.04.
2. Performance of all QC tests as required by the technical specifications and paragraph 30.05.
3. Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

b. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

30.03 Submittals Schedule

The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

30.04 Inspection requirements

QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 30.06.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

30.05 QC Testing Plan

As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each FAA or MAG Technical Specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a.** Specification item number (e.g., MAG 321)
- b.** Item description (e.g., Hot Mix Asphalt Pavements)
- c.** Test type (e.g., gradation, grade, asphalt content)
- d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f.** Responsibility (e.g., plant technician)
- g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing. All QC test results shall be documented by the Contractor.

30.06 Documentation

The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily Inspection Reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description
2. Compliance with approved submittals
3. Proper storage of materials and equipment
4. Proper operation of all equipment
5. Adherence to plans and technical specifications
6. Summary of any necessary corrective actions
7. Safety inspection.
8. Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the Contractor. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

1. Technical specification item number and description
2. Test designation
3. Location
4. Date of test
5. Control requirements
6. Test results

7. Causes for rejection
8. Recommended remedial actions
9. Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

30.07 Corrective Action Requirements

The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

30.08 Inspection and/or observations by the RPR

All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

30.09 Noncompliance

a. The RPR will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

1. Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
2. Order the Contractor to stop operations until appropriate corrective actions are taken.

30.10 Basis of Measurement and Payment

Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 20%.
- d. When 75% or more of the original contract is earned, an additional 20%
- e. After final inspection and acceptance of project, the final 10%.

Payment shall be made under:

Item 30.10.1 Contractor Quality Control Program (CQCP) - per Lump Sum

END SECTION 30

Item 40 MAG Standard Specifications for Public Works Construction

40.01 Pavement & Miscellaneous

Description

This item shall consist of the materials and construction requirements as described in the Maricopa Association of Governments (MAG) *Standard Specifications for Public Works Construction* and the City of Buckeye *Engineering Design Standards*, in accordance with the details in the plans, the Engineer's supplementary information and constructed per the manufacturer's recommendations.

Method of Measurement

Measurement for this item shall be by the dimension associated with the line item and shall include the material placed and accepted by the Engineer. Measurement shall include all materials, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Method of Payment

Payment for this item shall be made at the contract unit price per the dimension associated with the line item and shall include the material placed and accepted by the Engineer. Payment shall include all materials, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment shall be made under:

Item GTP-40.01.1 AC Surface Course (MAG 1/2", PG-70-10, 1-Inch Thickness) – per Square Yard

Item GTP-40.01.2 Emulsified Asphalt Tack Coat (MAG 329) – per Square Yard

END SECTION 40

PAGE INTENTIONALLY LEFT BLANK



CIVIL TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
C-105	Mobilization	C-105-1
P-101	Preparation/Removal of Existing Pavements	P-101-1
P-605	Joint Sealants for Pavements	P-605-1
P-608	Emulsified Asphalt Seal Coat.....	P-608-1
P-620	Runway and Taxiway Marking	P-620-1



PAGE INTENTIONALLY LEFT BLANK

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 5 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended;. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization - per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Not Used.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be incorporated into embankment, it shall be broken to a maximum size of 2 inches.

c. Repair or removal of Base, Subbase, and/or Subgrade. Not Used.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide as shown on the details in the plans. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. Not used.

b. Asphalt pavement repair. The Contractor shall repair all damaged asphalt as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed in areas designated on the plans.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.

Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

- a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.
- b.** Repair joints and cracks in accordance with paragraph 101-3.2.
- c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.
- d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not Used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 Crack Remediation. Crack remediation material and installation will be in accordance with *Maricopa Association of Governments* (MAG) Specification 321 Asphalt Concrete Pavement using a 3/8 Inch mix.

METHOD OF MEASUREMENT

101-4.1 Cold milling. The unit of measure for cold milling shall be 1 inch of milling per square yard. The location of the cold milling shall be as shown on the plans. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to cold milling.

101-4.2 Crack Remediation. The unit of measurement for crack remediation shall be the linear foot of joint.

101-4.2 Crack Seal. The unit of measurement for crack seal shall be the linear foot of joint.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-101-5.1	Mill Asphalt Concrete Pavement (1-Inch Depth) – Per Square Yard
Item P-101-5.2	Crack Remediation (Det 1, Sht GG1.06) – Per Linear Foot
Item P-101-5.2	Crack Seal (Det 2, Sht GG1.06) – Per Linear Foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 *Guidelines and Procedures for Maintenance of Airport Pavements*

ASTM International (ASTM)

ASTM D6690 *Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements*

END OF ITEM P-101

PAGE INTENTIONALLY LEFT BLANK

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D6690. Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be $25\% \pm 5\%$ larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 14 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Sandblasting is not allowed.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by concrete saw and waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch $\pm$ 1/16 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured and accepted under Item P-101-5.2.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made under Item P-101-5.2.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
----------------	---

END ITEM P-605

Item P-608 Emulsified Asphalt Seal Coat

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 Aggregate. Not Used.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge ¹	ASTM D7402	Positive 6.5 maximum pH

¹ pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (1%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F	ASTM D4402	1750 cts maximum
Solubility in 1,1,1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum

Properties	Specification	Limits
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

Two-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, two parts concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability ¹		Pass

- ¹ Pumping stability is tested by pumping one pint of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F, through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F and the material shall be protected from freezing, or whenever outside temperature drops below 40°F for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F prior to adding to emulsion.

608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 Seal Coat with Aggregate. Not Used.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd ²	Quantity of Aggregate lb/yd ²
2:1	0.08-0.17	-

608-3.2 Control areas and control strips. Not Used.

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) mph or 700 feet per minute. The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. Not Used.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F and 160°F or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Not Used.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of seal coat. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. Not Used.

METHOD OF MEASUREMENT

608-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608-8.1 Emulsified Asphalt Seal Coat – per Square Yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements

END OF ITEM P-608

PAGE INTENTIONALLY LEFT BLANK

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
II	Yellow	33538	115 ft ² /gal	III	10 lb/gal
II	White	37925	115 ft ² /gal	III	10 lb/gal
II	Red	31136	115 ft ² /gal	I	5 lb/gal
II	Black	37038	115 ft ² /gal	No beads	N/A
II	Yellow (Temporary)	33538	230 ft ² /gal	No beads	N/A

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III. Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a seal coat shall extend 1' on all sides of the removal area. Seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

Paint shall be applied to the pavement in two coats from opposite directions. The first coat should be applied at a rate equal to 50% of the full application rate with no glass beads. The first coat will comprise Temporary Markings and shall be applied as shown in **Table 1** prior to re-opening newly paved project sections. The second coat should be applied from the opposite direction at a rate equal to 100% of the full application rate with glass beads. The second coat will comprise Permanent Markings and shall be placed a minimum of 30 days after the placement of surface course or seal coat.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Not used.

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of markings shall be paid for shall be measured by the number of square feet of painting. This shall include the combined quantity of white, red and yellow paint. Reflective media and black paint shall be incidental to this item.

620-4.2 Reflective media shall not be measured. This shall be considered incidental to the placement of permanent pavement markings.

620-4.3 Black paint required for outlining surface markings with black borders shall not be measured. This shall be considered incidental to the placement of permanent pavement markings.

620-4.4 The quantity of temporary markings to be paid for shall be the number of square feet painting performed in accordance with the specifications and accepted by the RPR. Surface preparation shall be incidental to this item.

620-4.5 Surface preparation shall not be measured. This shall be considered incidental to the placement of temporary pavement markings.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2 Payment for permanent markings shall be made at the contract price by the number of square feet of painting. This shall include the combined quantity of white, red and yellow paint. Reflective media and black paint shall be incidental to this item.

620-5.3 Payment for temporary markings shall be made at the contract price for the number of square feet of painting. Surface preparation shall be incidental to this item.

Payment will be made under:

- | | |
|----------------|--|
| Item P-620-5.1 | Temporary Pavement Marking – per Square Foot |
| Item P-620-5.2 | Permanent Pavement Marking – per Square Foot |

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

- | | |
|------------|---|
| ASTM D476 | Standard Classification for Dry Pigmentary Titanium Dioxide Products |
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E303 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |

ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based
-----------	-------------------------------

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

**EXHIBIT E
TO
CONSTRUCTION CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
GRANITE CONSTRUCTION COMPANY**

(Payment and Performance Bonds)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Buckeye (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal

Seal

By: _____

Surety

Seal

By: _____

Agency of Record

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Buckeye (hereinafter called the Oblige) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Oblige, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

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

MEETING DATE: 03/04/25	AGENDA ITEM: 4.D. DS - Tristar Engineering and Management, Inc. Civil Inspection On-Call Services
DATE PREPARED: 02/27/25	DISTRICT NO.:
STAFF LIAISON: Ron Moll, City Engineer, rmoll@buckeyeaz.gov, (623) 986-8442	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Change Order No. 1 to Task Order No. 7 of the On-Call Consulting for Engineering and Architectural Services Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorize the City Manager to execute and deliver said Change Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

The Development Services Department is requesting funds through Task Order No. 7 to keep up with the current demand for Civil Inspection services. Tristar Engineering and Management, Inc. will provide assistance with Civil Inspections. The total amount to be paid under this Task Order will not exceed \$190,632.00. The current task order is for \$145,512.00, this task order will be adding \$45,120 to bring the total services to \$190,632.00.

BENEFITS:

To maintain or exceed customer service expectation in the Development Services Department.

FINANCIAL IMPACT STATEMENT:

10005180-520037 - \$190,632.00

CURRENT FISCAL YEAR TOTAL COST:

\$190,632.00

BUDGETED:

Yes

FISCAL YEAR:

24/25

FUND/DEPARTMENT:

10005180-520037

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

ATTACHMENTS:

[CO 1 to TO 7 with Tristar 2022003.35.pdf](#)

**ON-CALL CONSULTING FOR
ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
TRISTAR ENGINEERING AND MANAGEMENT, INC.
CONTRACT NO. 2022003.35
TASK ORDER NO. 7**

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 Tristar Engineering and Management, Inc., an Arizona corporation (the “Consultant”). This Change Order modifies certain sections of Task Order No. 7 to Contract No. 2022003.35 (the “Task Order”), with those sections not expressly modified remaining in full effect pursuant to their terms.

CONTRACT CHANGES:

1. **Article 3** – Fee Breakdown, is amended by increasing the not-to-exceed amount by \$45,120.00, from \$145,512.00 to \$190,632.00.

2. **Exhibit A** – Consultant’s Proposal, is amended by incorporating the additional services as set forth in Exhibit 1 of Change Order #1. The Change Order ratifies the additional services that have already been performed.

RECITALS:

The City and Consultant entered into Task Order No. 7 to Contract No. 2022003.35 dated September 3, 2024. Pursuant to which Consultant was to provide FY25 Civil Inspection Services with an expiration date of June 30, 2025, and a not-to-exceed amount of \$145,512.00.

ADDITIONAL PROVISIONS:

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

TRISTAR ENGINEERING AND
MANAGEMENT, INC., an Arizona
corporation



John Akin, President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:



William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Exhibit 1

January 15, 2025

Mr. Michael M. Byrne
Construction Inspection Supervisor
City of Buckeye
Engineering Department
530 E. Monroe Ave
Buckeye, AZ 85326

Email: mbyrne@buckeyeaz.gov

Re: City of Buckeye On-Call Consulting for
Engineering and Architectural Services
Category 18: Civil Inspection Services
Contract No. 2022003.35

Dear Mr. Byrne:

Tristar Engineering and Management, Inc. (Tristar) is pleased to submit our cost proposal to provide inspection services for City of Buckeye Engineering Department.

Tristar will provide Jonathan Taylor, Senior Construction Inspector, for inspection assignments on various projects/permits such as: earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection. Attached, for your consideration, please find our fee proposal summary, and schedule.

If you have any questions or require additional information, please do not hesitate to contact me at 602-768-4178 or clara@tristar-az.com.

We look forward to working with you and the City of Buckeye on this assignment.

Respectfully,

TRISTAR ENGINEERING & MANAGEMENT, INC.



Carlos R. Lara
Vice President

Enclosure: Fee Proposal Summary
Schedule

Corporate Office
10625 N. 25th Avenue
Suite 103
Phoenix, AZ 85029

Mesa Office
2152 S. Vineyard,
Suite 123
Mesa, AZ 85210

Gilbert Office
175 S. Hamilton Drive
Bldg. 6, Suite 113
Gilbert, AZ 85233

Tucson Office
3161 E. 47th Street
Tucson, AZ 85713

DERIVATION OF COST PROPOSAL

FIRM NAME: Tristar Engineering and Management Inc.
10625 N. 25th Avenue, Suite 103
Phoenix, AZ 85029

Contract No.:
Tristar Proj. No.
New Contract: X

PROJECT NAME: City of Buckeye
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: 1/15/2025

ESTIMATED DIRECT LABOR			
Classifications	Man-Hours	Hourly Rates	Labor Costs
Sr. Resident Engr.		\$270.00	
Resident Engr		\$202.00	
Resident Landscape Architect		\$133.00	
Sr. Inspector Supervisor		\$163.00	
Chief Inspector		\$150.00	
Sr. Construction Inspector	36	\$141.00	\$5,076.00
Document Control Specialist		\$130.00	
Field Inspector		\$125.00	
Total Estimated Labor			\$5,076.00

ESTIMATED DIRECT EXPENSES (Listed by item at estimated actual cost - no markup)			
Description	Unit Price	Quantity	Expense Amount
Total Estimated Expenses			

SUBCONSULTANT (Listed by Firm or name at est cost - No Markup)		
Subconsultants (cost proposal included)		Total Cost
Total Estimated Subconsultant(s)		

TOTAL ESTIMATED COST:	\$5,076.00
------------------------------	-------------------

Contract Time: Calendar Days

Carlos Lara, P.E.

1/15/2025

Principal, Tristar Engineering & Management, Inc.

Date



Carlos Lara, P.E.

CONSULTANT/SUBCONSULTANT
SCHEDULED PROJECT MAN-HOURS BY CLASSIFICATION

CONSULTANT: Tristar Engineering and Management Inc. Contract No.:

PROJECT NAME: City of Buckeye
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: 1/15/2025

		DIRECT LABOR													
Classifications		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Man-Hours	
Sr. Resident Engr.															
Resident Engr															
Resident Landscape Architect															
Sr. Inspector Supervisor															
Chief Inspector															
Sr. Construction Inspector														36	
													36		
Document Control Specialist															
Field Inspector															
TOTAL													36	36	

January 15, 2025

Mr. Michael M. Byrne
Construction Inspection Supervisor
City of Buckeye
Engineering Department
530 E. Monroe Ave
Buckeye, AZ 85326

Email: mbyrne@buckeyeaz.gov

Re: City of Buckeye On-Call Consulting for
Engineering and Architectural Services
Category 18: Civil Inspection Services
Contract No. 2022003.35

Dear Mr. Byrne:

Tristar Engineering and Management, Inc. (Tristar) is pleased to submit our cost proposal to provide inspection services for City of Buckeye Engineering Department.

Tristar will provide Jon Vanness, Senior Construction Inspector, for inspection assignments on various projects/permits such as: earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection. Attached, for your consideration, please find our fee proposal summary, and schedule.

If you have any questions or require additional information, please do not hesitate to contact me at 602-768-4178 or clara@tristar-az.com.

We look forward to working with you and the City of Buckeye on this assignment.

Respectfully,

TRISTAR ENGINEERING & MANAGEMENT, INC.



Carlos R. Lara
Vice President

Enclosure: Fee Proposal Summary
Schedule

Corporate Office
10625 N. 25th Avenue
Suite 103
Phoenix, AZ 85029

Mesa Office
2152 S. Vineyard,
Suite 123
Mesa, AZ 85210

Gilbert Office
175 S. Hamilton Drive
Bldg. 6, Suite 113
Gilbert, AZ 85233

Tucson Office
3161 E. 47th Street
Tucson, AZ 85713



DERIVATION OF COST PROPOSAL

FIRM NAME: Tristar Engineering and Management Inc.
10625 N. 25th Avenue, Suite 103
Phoenix, AZ 85029

Contract No.:
Tristar Proj. No.
New Contract: X

PROJECT NAME: City of Buckeye
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: 1/15/2025

ESTIMATED DIRECT LABOR			
Classifications	Man-Hours	Hourly Rates	Labor Costs
Sr. Resident Engr.		\$270.00	
Resident Engr		\$202.00	
Resident Landscape Architect		\$133.00	
Sr. Inspector Supervisor		\$163.00	
Chief Inspector		\$150.00	
Sr. Construction Inspector	284	\$141.00	\$40,044.00
Document Control Specialist		\$130.00	
Field Inspector		\$125.00	
Total Estimated Labor			\$40,044.00

ESTIMATED DIRECT EXPENSES (Listed by item at estimated actual cost - no markup)			
Description	Unit Price	Quantity	Expense Amount
Total Estimated Expenses			

SUBCONSULTANT (Listed by Firm or name at est cost - No Markup)		
Subconsultants (cost proposal included)		Total Cost
Total Estimated Subconsultant(s)		

TOTAL ESTIMATED COST:	\$40,044.00
-----------------------	-------------

Contract Time:

Calendar Days

Carlos Lara, P.E.

1/15/2025

Principal, Tristar Engineering & Management, Inc.

Date

Carlos Lara, P.E.

CONSULTANT/SUBCONSULTANT
SCHEDULED PROJECT MAN-HOURS BY CLASSIFICATION

CONSULTANT: Tristar Engineering and Management Inc. Contract No.:

PROJECT NAME: City of Buckeye
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: 1/15/2025

		DIRECT LABOR													
Classifications		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Man-Hours	
Sr. Resident Engr.															
Resident Engr															
Resident Landscape Architect															
Sr. Inspector Supervisor															
Chief Inspector															
Sr. Construction Inspector														284	
													160		
		124													
Document Control Specialist															
Field Inspector															
TOTAL		124											160	284	

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

MEETING DATE: 03/04/25	AGENDA ITEM: 4.E. ENG - Resolution No. 08-25 Intergovernmental Agreement (IGA) Amendment Number One for the Maintenance and Operation of the I-10/Miller Road and I-10/Watson Road traffic signals.
DATE PREPARED: 02/27/25	DISTRICT NO.: 3, 4, 5
STAFF LIAISON: John Willett, Acting Engineering Director, jwillett@buckeyeaz.gov, (623) 349-6282	
DEPARTMENT: Engineering	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 08-25 approving Amendment Number One to Intergovernmental Agreement, IGA 18-0007032-I, A.G. Contract No. P0012020001769, dated November 3, 2020, between the State of Arizona by and through its Department of Transportation and the City of Buckeye for the transition of traffic signal timing and operations of the I-10 and Miller Road and I-10 and Watson Road traffic interchange responsibility; and authorizing the Mayor to execute and deliver said Amendment to Intergovernmental Agreement and related documents on behalf of the City of Buckeye.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye will assume responsibility for the signal timing, maintenance and operational responsibility for the traffic signals at the I-10/Miller Road and I-10/Watson Road interchanges.

BENEFITS:

With the assumption of the traffic signal timing and operation of the traffic signals, the City will be able to adjust the traffic signal operation to more efficiently move Buckeye residents and visitors through the Miller Road and Watson Road interchanges with I-10.

FUTURE ACTION:

There should not be any future action by City Council regarding this Amendment One to IGA between the City and ADOT.

FINANCIAL IMPACT STATEMENT:

The City is currently paying the electric bills for the existing traffic signal. The added financial impact will be the maintenance of the traffic signals which could include replacing equipment damaged by weather or vehicles and replacing items as they reach their useful life.

CURRENT FISCAL YEAR TOTAL COST:

There currently is no fiscal year cost associated with the maintenance and operation of the traffic signals as ADOT is completing the work. The maintenance of the traffic signals would be completed by current Public Works Traffic Signal staff. The operation and adjustment of traffic signal timings would be completed by existing Engineering staff.

BUDGETED:

No

FISCAL YEAR:

This project is not budget as it entails the City taking over maintenance and operational responsibility of currently operating traffic signals from ADOT. Any necessary work can be completed by existing City staff.

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

ATTACHMENTS:

[18-0007032-A-1-Dist C-City of Buckeye-F0119 01D 01C-FINAL.pdf](#)

[2025-0216 - Reso 08-25 re IGA COB-ADOT Traffic Sig Maint Miller & Watson.pdf](#)

ADOT CAR No.: IGA 18-0007032-I
Amendment No. One: 23-0009490-I
AG Contract No.: P0012020001769
Project Location/Name: SR85 – Verrado Way
Type of Work: Construct General Purpose Lane
Federal-aid No.: 010-A(232)T
ADOT Project No.: F011901C
TIP/STIP No.: BKY21-011
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 8877

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BUCKEYE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF BUCKEYE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0007032-I, A.G. Contract No. P0012020001769, was executed on November 3, 2020, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to assign maintenance responsibility to the City for the signal timing at I-10 and Miller Road and I-10 and Watson Road. The Parties desire to amend the Original Agreement, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 2.f. is revised, as follows:

2. The State will:
 - f. Upon execution of this Amendment No. One, coordinate with the City the transition of traffic signal timing and operations of the I-10 and Miller Road, and I-10 and Watson Road TI responsibility. Provide to the City cabinet prints, timing cards, and intersection wiring diagrams.

Section II, Paragraph 3.n. is revised, as follows:

3. The City will:
 - n. Upon execution of this Amendment No. One, assume traffic signal timing, maintenance and operations responsibility of the signals at I-10 and Miller Road, and I-10 and Watson Road ("Watson and Miller Operations and Maintenance"). Operations and Maintenance incorporates all items related to the intersection signals, which includes but is not limited to knockdowns, incident response, and upgrades.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 3. and 19. are revised, as follows:

3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until the completion of this Project, all related deposits and/or reimbursements are made, and the City assumes Watson and Miller Operations and Maintenance pursuant to Paragraph 3 herein and as referenced in Paragraph II.3.n. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

19. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF BUCKEYE

By _____ Date _____
ERIC ORSBORN
Mayor

ATTEST:

By _____ Date _____
LUCINDA AJA
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City of Buckeye, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

Approved as to Form:

By _____ Date _____
K. SCOTT McCOY
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
GREG BYRES, PE
Deputy Director for Transportation/State Engineer

This Amendment No One between public agencies, the State of Arizona and the City of Buckeye has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Amendment No. One.

By _____ Date _____
Assistant Attorney General

RESOLUTION NO. 08-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AMENDMENT NUMBER ONE TO INTERGOVERNMENTAL AGREEMENT, IGA 18-0007032-I, A.G. CONTRACT NO. P0012020001769, DATED NOVEMBER 3, 2020 BETWEEN THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE CITY OF BUCKEYE FOR THE TRANSITION OF TRAFFIC SIGNAL TIMING AND OPERATIONS OF THE I-10 AND MILLER ROAD AND I-10 AND WATSON ROAD TRAFFIC INTERCHANGE RESPONSIBILITY; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AMENDMENT TO INTERGOVERNMENTAL AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY OF BUCKEYE.

WHEREAS, the City of Buckeye (the “City”) is authorized pursuant to Ariz. Rev. Stat. § 48-572 to enter into agreements with the State of Arizona (“State”) for grants for or in aid of the construction of any of the improvements set forth in Title 48; and

WHEREAS, upon execution of Amendment Number One to Intergovernmental Agreement IGA 18-0007032-I, A.G. Contract No. P0012020001769, dated November 3, 2020 (“**Amendment One to IGA**”), the State will coordinate with the City the transition of traffic signal timing and operations of the (i) I-10 and Miller Road traffic interchange (“**TI**”), and (ii) I-10 and Watson Road TI responsibility, and provide to the City cabinet prints, timing cards, and intersection wiring diagrams; and

WHEREAS, following the execution of Amendment One to IGA, the City will assume traffic signal timing, maintenance and operations responsibility of the signals at I-10 and Miller Road, and I-10 and Watson Road.

BE IT RESOLVED 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. Amendment One to IGA between State of Arizona and the City of Buckeye is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The Mayor is hereby authorized to execute and deliver Amendment One to IGA on behalf of the City.

Section 4. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to execute any and all documents and any other necessary or desirable instruments, and to take all steps necessary to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona,
this 4th day of March, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/04/25	AGENDA ITEM: 4.F. WR - Mayfield Acceptance Agreement for Water Infrastructure
DATE PREPARED: 02/27/25	DISTRICT NO.: 1
STAFF LIAISON: Terry Lowe, Director, tlowe@buckeyeaz.gov, (623) 349-6121	
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 Resolution No. 07-25 approving an Acceptance Agreement for Water Infrastructure and Related Appurtenances: Mayfield Phase I Well and Well Site between the City of Buckeye, Ironline Partners - Hayden Farms, LLC, an Arizona limited liability company, and Ironline Partners - Hayden Farms II, LLC, an Arizona limited liability company for water infrastructure and related appurtenances.

SUMMARY

PROJECT DESCRIPTION:

On February 4, 2020, Council approved a Development Agreement ("DA") with Developer that required Developers to design, permit and drill a well, and construct the required enclosure within Phase 3 of the Mayfield Development. Upon completion, the wellsite and the well were to be conveyed to the City and the Developer would be reimbursed for the approved expenses.

The well has been constructed in substantial compliance with the requirements of the DA and has been accepted. The reimbursement for the qualified expenses is as follows:

- \$74,250: Fair market value of the well site
- \$472,203.75: Costs associated with design, permitting, and drilling

Totaling \$546,453.75, which will be paid to Developers in quarterly installments from the Water Production Impact Fee fund.

BENEFITS:

Completion of Development Agreement terms and conditions.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

The \$546,453.75 reimbursement will be issued in 39 quarterly payments of \$13,661.34, and one final payment of \$13,661.49. These payments will occur consecutively for 10 years and be paid from the Central Buckeye Water Production Impact Fees.

CURRENT FISCAL YEAR TOTAL COST:

Two of the total 40 payments will be made in FY25. The total of these quarterly payments will be \$27,322.68.

BUDGETED:

No

FISCAL YEAR:

FY25

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

ATTACHMENTS:

[Mayfield Well Acceptance Agreement.executed by developer.pdf](#)

[DA Hayden Farms \(AKA Mayfield\) Ironline Partners.pdf](#)

[Deed signed and notarized.pdf](#)

[Vicinity Map](#)

[Resolution No. 07-25.updated.pdf](#)

**ACCEPTANCE AGREEMENT
FOR
WATER INFRASTRUCTURE
AND RELATED APPURTENANCES**

**MAYFIELD PHASE 1
WELL AND WELL SITE**

This Acceptance Agreement ("**Agreement**") is made as of this ____ day of _____, 2025, ("**Effective Date**") by and between the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("**City**") and IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company, and IRONLINE PARTNERS – HAYDEN FARMS II LLC, an Arizona limited liability company (collectively "**Developer**").

RECITALS

A. Developer and the City are parties to that certain Development Agreement dated February 4, 2020, and recorded in the records of the Maricopa County Recorder as Document No. 2020-00113797 ("**Development Agreement**"), related to the development of approximately 140 acres of real property legally described and depicted in the Development Agreement ("**Land**").

B. Developer has partially assigned the Development Agreement to LGI Homes – Arizona, LLC by and through that certain Partial Assignment of Development Agreement dated November 7, 2023, and recorded in the records of the Maricopa County Recorder on March 12, 2024, as Document No. 20240127283, but retained the obligation to cause the drilling and conveyance of the well and well site as required by the Development Agreement.

C. Developer has caused the drilling of the water well, erected a masonry wall and gate system ("**Infrastructure**").

D. The .512-acre well site to be conveyed to the City ("**Real Property**") is legally described and depicted in **Exhibit A** attached hereto.

AGREEMENT

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

**ARTICLE I
ACCEPTANCE**

Section 1.1 Developer represents and warrants that the drilling of the well has been

inspected and is satisfactory for acceptance by the City, as evidenced by the City's letter of acceptance dated August 7, 2024, a copy of which is set forth in **Exhibit B** attached hereto.

Section 1.2 Developer represents that the respective contractors or vendors of the construction contracts and agreements for the Infrastructure have no recourse, directly or indirectly, to the City, for the payment of any costs under such construction contracts and agreements or any liability, claim, or expense arising therefrom.

Section 1.3 Developer hereby assigns all architects', engineers', consultants', contractors' and materialmen's warranties, guarantees, and rights of recovery granted or provided to Developer relating to the construction of the Infrastructure.

Section 1.4 Upon the approval and execution hereof by the City, if Developer has not conveyed the Infrastructure to the City free and clear of all liens and encumbrances, Developer agrees to promptly cause such conveyance as and when requested by the City. Such conveyance shall be accomplished by Developer's execution and delivery to the City of a Bill of Sale, the form and substance of which is set forth in **Exhibit C** attached hereto.

Section 1.5 Developer shall give the City a warranty against material deficiencies in material or workmanship for the Infrastructure for a period of two years from the date of the acceptance of the Infrastructure by the City which is July 16, 2024, which warranty expires on July 16, 2026. This warranty is in addition to any warranty, guarantee, or right of recovery granted Developer by any architect, engineer, consultant, contractor, and materialmen, relating to the construction of the Infrastructure, and assigned to the City under **Section 1.3** of this Agreement, to the extent such items remain in existence

Section 1.6 Regardless of whether the warranty period has expired, Developer agrees to repair any damage to the Infrastructure caused by Developer's construction activities.

Section 1.7 Upon the approval and execution hereof by the City, Developer shall convey the Real Property legally described in the attached **Exhibit A** to the City, free and clear of all liens and encumbrances, except for those liens and encumbrances specifically listed in the title report and approved by the City. Such conveyance shall be accomplished by the execution and delivery of a special warranty deed, the form and substance of which is set forth in **Exhibit D** attached hereto. When requested by the City with respect to the Real Property, Developer has provided at Developer's cost, a title report and standard coverage title insurance and environmental assessments. In the event all Real Property pertaining to the Infrastructure is not conveyed by Developer to the City, Developer agrees to promptly cause the conveyance as and when requested by the City, at no cost to the City, free and clear of all liens and encumbrances except for those liens and encumbrances specifically approved by the City, and such conveyance shall be in accordance with all City requirements.

Section 1.8 Developer has previously granted and conveyed all easements necessary for the ownership, operation and maintenance of the Infrastructure, if any. In the event all easements pertaining to the Infrastructure set forth in this Agreement were not granted and conveyed to the City, Developer agrees to promptly cause the granting and conveyance of

such easements to the City as and when requested by the City, at no cost to the City, free and clear of all liens and encumbrances, except for those liens and encumbrances specifically approved by the City.

Section 1.9 Except any Hazardous Materials generated, used or placed on the Real Property by City and/or any violation of the Environmental Laws by City, Developer represents, warrants and agrees that except as set forth in any environmental reports delivered to the City relating to the Real Property and to the best of Developer's knowledge after due inquiry, (i) no Hazardous Materials (defined below) have been used or placed on the Real Property or easements in violation of Environmental Laws (defined below); (ii) no notice has been received by Developer with regard to any Hazardous Materials on the Real Property or easements; (iii) the Real Property and easements are presently in compliance with Environmental Laws; (iv) no action, investigation or proceeding is pending or to Developer's knowledge threatened which seeks to enforce any right or remedy against Developer in connection with the Real Property or easements under any Environmental Laws; (v) Developer has permitted no release, discharge, or disposal of Hazardous Materials on, to, or from the Real Property or easements in violation of Environmental Laws; (vi) Developer shall not permit any release, discharge, or disposal of Hazardous Materials on, to, or from the Real Property or easements prior to conveyance to, and acceptance by, the City; (vii) the Real Property and easements are free and clear of any liens or activity use limitations imposed pursuant to Environmental Laws; (viii) all licenses, permits and other governmental or regulatory actions necessary for the Real Property and easements to comply with Environmental Laws at the time of construction of the Infrastructure were obtained at the time of construction of the Infrastructure and maintained and Developer is in compliance therewith and (ix) Developer shall give the City prompt written notice if Developer receives any notice with regard to Hazardous Materials on or affecting the Real Property or easements or groundwater beneath the Real Property or easements, and Developer, at Developer's sole cost, shall conduct and complete all investigations and all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Real Property or easements, the cause of which occurred or was occurring, or was a condition which existed, on or before July 16, 2024, when the City took control and operation of the Real Property, whether or not known to Developer. Developer will conduct and complete all investigations and all cleanup actions to the full satisfaction of the City and regulatory authorities; and, upon completion of same, will secure site closure or a determination by the appropriate regulatory authority that no further action is required with respect to such pre-existing conditions.

"Environmental Laws" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes, currently in effect, relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include Ariz. Rev. Stat. Ann. §49-101, *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.

Sections 9601, *et seq.*; the Solid Waste Disposal Act or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Sections 2601, *et seq.*; the Hazardous Materials Transportation Act of 1994, 49 U.S.C. Sections 5101, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, *et seq.*; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701, *et seq.*; the Federal Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Sections 136, *et seq.*; Public Health Service Act, 42 U.S.C. Sections 300f, *et seq.*, as amended as of the date hereof, and the regulations promulgated pursuant to those Laws as of the date hereof. For purposes of this Section 1.10, "Laws" shall mean all federal, state, county, and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any final non-appealable judicial or administrative order or agreement, consent, decree, judgment or court decision as of the date of this Agreement.

"Hazardous Materials" means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been amended. Without limiting the generality of the foregoing, "Hazardous Materials" includes (i) asbestos and asbestos containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that under any Environmental Law requires special handling, permitting by, or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

The environmental representations and warranties of Developer in this Section 1.10 shall survive the execution of this Agreement.

Section 1.10 City hereby accepts the conveyance from the Developer of the Infrastructure and the Real Property.

ARTICLE II REIMBURSEMENT

Section 2.1 Developer represents that construction of the Infrastructure has been publicly procured in substantial compliance with the provisions of Title 34 of the Arizona Revised Statutes, as amended, and the procurement policies of the City.

Section 2.2 Developer represents that it is compliant with all laws, codes, ordinances, resolutions, rules, regulations, official policies and procedures of the City in order for the cost of the Infrastructure to be eligible for reimbursement by the City as set forth in Section 2.4 of this Agreement.

Section 2.3 The total approved cost of the Infrastructure subject to reimbursement by the City is Four Hundred Seventy-Two Thousand Two Hundred Three Dollars and 75/100 (\$472,203.75) as evidenced by the Approved Costs attached hereto as **Exhibit E**. The value of the well site parcel, approved by the City, is Seventy-Four Thousand Two Hundred Fifty Dollars and 00/100 (\$74,250.00). The total amount to be reimbursed by the City pursuant to this Agreement is Five Hundred Forty-Six Thousand Four Hundred Fifty-Three Dollars and 75/100 (\$546,453.75)

Section 2.4 Based on the Developer's representations set forth above, the parties agree that Developer is eligible for reimbursement by the City for the Reimbursable Amount in the following manner:

Type of Reimbursement

Amount

☐ Development Fee Credits \$ _____

☒ Development Fee Reimbursement \$546,453.75 _____

☐ CFD (defined below) \$ _____
Financing Other

The well has been accepted by the City. Once the well and associated wellsite have been conveyed to the City, Developer will be entitled to reimbursement from the City's water production component of the City's water impact fee for this service area, for the eligible costs associated with the well, the masonry block wall, gate system, and the fair market value of the wellsite. Reimbursement to Developer will be paid from the City's water production component of the City's water impact fee for this service area in accordance with the City's standard procedures and on a quarterly basis

Section 2.5 The parties agree that the City will maintain a record of each reimbursement payment made to Developer (the "***Payment Record***"), in the form set forth in **Exhibit G** attached hereto. The City will include an updated copy of the Payment Record with each reimbursement payment made to Developer. Annually, within a reasonable time after the City completes its internal audit of its books and records for the immediately preceding fiscal year, the City will provide Developer with an annual payment record summary (the "***Annual Payment Record Summary***") for the immediately preceding fiscal year. Developer shall have a period of ten (10) business days from the date of receipt of the Annual Payment Record Summary to submit to the City a written objection to the information contained in the Annual Payment Record Summary specifying the reason for the objection. Absent receipt by the City of a written objection from Developer, the parties shall be deemed to have conclusively agreed upon and accepted the accuracy and completeness of such Annual Payment Record Summary. Upon receipt by the City of a written objection from Developer, the City and Developer shall meet within a reasonable time thereafter at such time and location as agreed to by the parties in a good faith effort to resolve Developer's objection. If a mutually acceptable resolution to the objection is not reached, the objection will be subject to the dispute resolution provisions of **Article V** below.

ARTICLE III OPERATIONAL DEFICITS

Section 3.1 By agreement of the Parties, the well has not been equipped nor has off-site well piping been installed, as previously required by the Development Agreement. The City will not reimburse for any water infrastructure or real property pursuant to the Development Agreement, apart from the Reimbursement Amount set forth in Article II.

ARTICLE IV MISCELLANEOUS

Section 4.1 This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby except as provided in this Agreement or by the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld or delayed.

Section 4.2 Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances

reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 4.3 This Agreement, by and among the City and the Developer sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 4.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 4.5 The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 4.6 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 4.7 The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

Section 4.8 The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date unless earlier terminated by the agreement of the parties.

Section 4.9 All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

(a) City: City of Buckeye
Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

K. Scott McCoy, City Attorney
530 East Monroe Avenue
Buckeye, Arizona 85326

(b) Developer: Robert M. Karber
1841 E. Washington Street
Phoenix, Arizona 85034

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of ten (10) days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

Section 4.10 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 4.11 The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 4.12 This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.

Section 4.13 Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 4.14 Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 4.15 Developer knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from (i) all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that Developer has against the City in connection with the Project, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Developer of this Agreement, and (ii) all rights, legal and equitable claims, causes of action, debts, accounts, and damages, known after due inquiry, asserted or unasserted, and of every nature and extent whatsoever, that Developer has against the City, and arising from actions, omissions, delays or other events that occurred prior to the date of execution by Developer of this Agreement; provided, however, none of the releases and discharges above is intended to, and does not negate or otherwise relieve the City of any executory contractual obligations under existing contracts. Developer, on behalf of itself and all other parties having an interest in the Land, intends to encumber the Land with the following agreements and waivers. Developer agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the Developer of the Land may have now or in the future

under the provisions of Arizona Revised Statutes Sections 12-1134 through and including 12-1136 resulting from this Agreement, or from any "*land use law*" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Developer acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

Section 4.16 Developer shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an "*Indemnified Party*"), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise ("*Claims*"), insofar as such Claims (or actions in respect thereof) arise out of or are based upon this Agreement. The indemnity provided herein shall not apply to claims arising wholly or in part from the actions of any Indemnified Party. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Developer, notify the Developer representative (as identified in **Subsection 4.9** of this Agreement) or to the Developer, in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve the Developer from its obligation under this Section unless such failure prejudices the defense of such action or proceeding by the Developer. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense, but Developer shall have the right to direct the defense of such action. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Developer representative of the commencement thereof, Developer shall promptly assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party and Developer. If Developer promptly assume the defense of any such Claim and pays all costs incurred in connection therewith, the Developer will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Developer does not promptly assume the defense of any such action, until Developer does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Developer and Developer shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. Developer shall provide the City with such financial assurance(s) as the City may require, in its sole and absolute discretion, sufficient to secure Developer performance of all of its indemnity obligations under this Agreement.

Section 4.17 The parties acknowledge and agree that **Exhibits A** through **G** attached hereto are true and correct and such Exhibits are fully incorporated herein by this reference.

**ARTICLE V
DISPUTE RESOLUTION**

The parties shall be limited to the remedies and dispute resolution process set forth in Exhibit G attached hereto and in this Article concerning any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The parties agree that any award rendered by the arbitrator (as defined in Exhibit G) pursuant to the provisions of Exhibit G shall be binding on all parties, and if a party does not abide by the award rendered by the arbitrator, the provisions of Exhibit G shall apply.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By _____
Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 2025, before me personally appeared Eric W. Orsborn, Mayor of the City of Buckeye, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Agreement on behalf of the City.

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company

By: Hayden Farms Manager, LLC, an Arizona limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited liability company, its Managing Member

By: 

Name: Robert M. Karber

Title: Managing Member

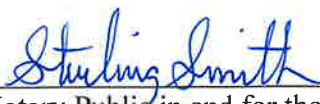
STATE OF ARIZONA
COUNTY OF MARICOPA

On this 5th day of Feb, 2025, before me personally appeared Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Acceptance Agreement on behalf of IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company.

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

(Seal and Expiration Date)




Notary Public in and for the State of Arizona

IRONLINE PARTNERS – HAYDEN FARMS II, LLC, an Arizona limited liability company

By: Hayden Farms Manager, LLC, an Arizona limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited liability company, its Managing Member

By: 

Name: Robert M. Karber

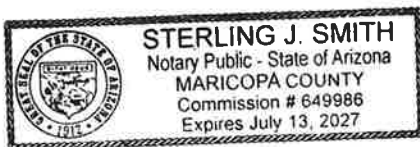
Title: Managing Member

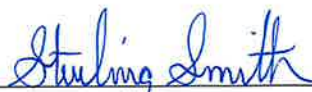
STATE OF ARIZONA
COUNTY OF MARICOPA

On this 5th day of Feb, 2025, before me personally appeared Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS II, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Acceptance Agreement on behalf of IRONLINE PARTNERS – HAYDEN FARMS II, LLC, an Arizona limited liability company.

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

(Seal and Expiration Date)




Notary Public in and for the State of Arizona

**EXHIBIT A
TO
ACCEPTANCE AGREEMENT**

(Well Site Legal Description and Depiction)

[See following pages]

November 1, 2022

LEGAL DESCRIPTION FOR
MAYFIELD PHASE 3
WELL SITE PARCEL

That part of the Northwest Quarter of Section 32, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Buckeye Brass Cap flush marking the North Quarter Corner of said Section 32, from which the Maricopa County Highway Department Brass Cap in hand hole marking the Northwest Corner of said Section 32 bears North $89^{\circ}31'59''$ West, a distance of 2,641.58 feet;

Thence North $89^{\circ}31'59''$ West, along the North line of the Northwest Quarter of said Section 32, a distance of 1.34 feet to the PK Nail with illegible washer marking the Northwest Corner of Parcel No. 2 as depicted in Book 959 of Maps, Page 42, Records of Maricopa County, Arizona;

Thence South $01^{\circ}22'44''$ East, along the West line of said Parcel No. 2, a distance of 110.06 feet to a point on a line which is parallel with and 110.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 32;

Thence North $89^{\circ}31'59''$ West, along said parallel line, a distance of 77.04 feet to the True Point of Beginning;

Thence South $01^{\circ}22'44''$ East, a distance of 202.97 feet;
Thence South $88^{\circ}37'16''$ West, a distance of 120.00 feet;

Thence North $01^{\circ}22'44''$ West, a distance of 5.57 feet to the beginning of a tangent curve of 55.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of $17^{\circ}20'29''$, a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of $53^{\circ}35'11''$, a distance of 51.44 feet;

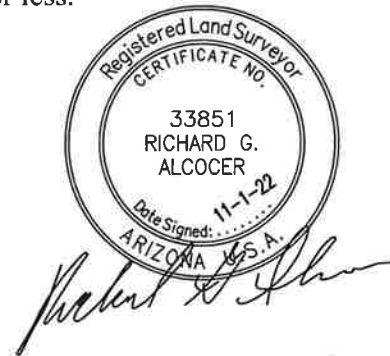
Thence North $52^{\circ}22'34''$ East, a distance of 26.05 feet;

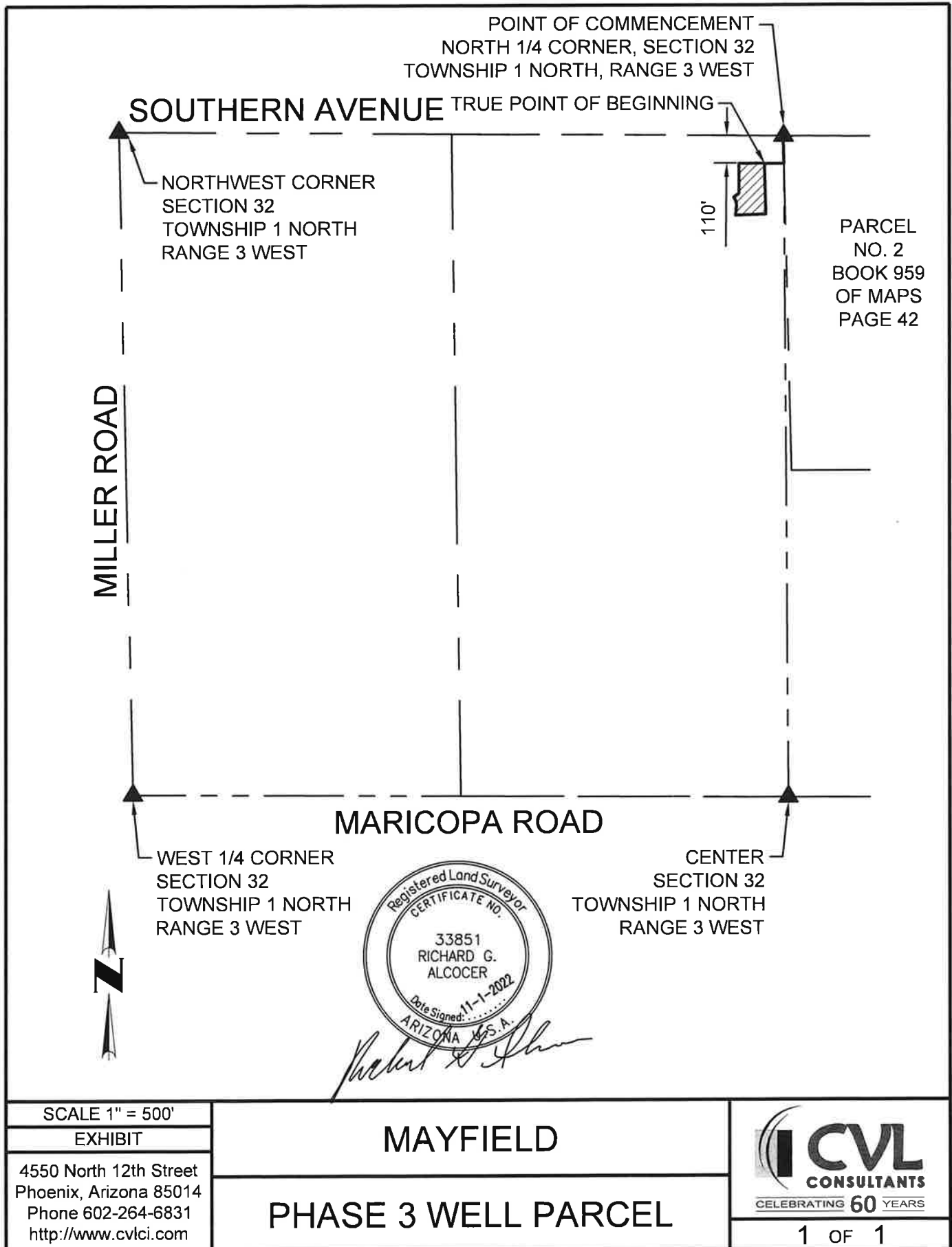
Thence North $00^{\circ}28'01''$ East, a distance of 120.00 feet to a point on a line which is parallel with and 110.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 32;

Legal Description for
Mayfield Phase 3
Well Site Parcel
November 1, 2022

Thence South 89°31'59" East, along said parallel line, a distance of 100.82 feet to the True Point of Beginning.

Containing 22,298 Square Feet or 0.512 Acres, more or less.





N:\14 Coe and Van Loo II LLC\0359701\CADD\Exhibits\VX.PH3.WELL.PARCEL.dwg TomD November 1, 2022

**EXHIBIT B
TO
ACCEPTANCE AGREEMENT**

(Copy of City Letter of Acceptance Dated August 7, 2024)

[See following pages]



CITY OF BUCKEYE
Development Services Department

August 7, 2024

Bob Karber
Ironline Partners
3443 N. Central Ave, 18th Floor
Phoenix, AZ 85012
Phone 602-321-9335

Re: Mayfield Phase 3 Well Site – ADWR Permit No. 55-235778

Dear Mr. Karber

Acceptance and Warranty:

Infrastructure work related to the Mayfield Phase 3 well is substantially and satisfactorily complete. The improvements include the permitting and drilling of the well and all related facilities and appurtenances as shown and called for in the approved construction plans and documents prepared by Matrix New World Engineering, approved on October 19, 2021.

The work has been inspected and is satisfactory for acceptance by the City of Buckeye. The city acceptance date for the improvements is July 16, 2024. All such accepted improvements shall be under warranty for a period of two (2) years from July 16, 2024, until July 16, 2026.

The Developer and/or Contractor shall be responsible for any deficiencies in material or workmanship identified by the city during the two-year warranty period. Deficiencies shall be brought to the attention of the owner and/or Developer, who shall promptly remedy such deficiencies to the city's satisfaction. Deficiencies shall be sufficient grounds to extend the warranty for an additional one-year period and/or for the city to require removal and re-installation or otherwise proper repair of that portion of the facilities and appurtenances subject to deficiencies. In addition to the foregoing warranties, the owner and/or Developer shall assign to the city all manufacturer warranties for all installed equipment. All warranty repair work shall be coordinated through, inspected, and approved by the city.

The city will contact the Developer on or about one month prior to the end of the warranty period to schedule a walk-through inspection including the city and the Developer and/or Contractor. The subject and related facilities shall be re-inspected for damage or failure. Except as otherwise described herein, a warranty walk-through and completion of all repairs must be completed before release from the warranty requirements.

Completion Items:

There are no outstanding items to be completed.

Acceptance of the improvements is conditioned upon the understanding that the Developer agrees to indemnify and hold harmless the City of Buckeye against any and all liens, claims, suits, actions, damage, charge, or expense whatsoever arising or alleged to have arisen as a result of the installation of the improvements described herein.

City of Buckeye

After your review, please sign, notarize, and return the original letter to Stephanie Wilson, Water Resources Management Assistant, for processing. Should you have any questions concerning this document, please contact Ms. Wilson at 623-349-6103.

Sincerely,



Ron Moll, P.E.
City Engineer

RM/sw

cc: Water Resources
Planning & Zoning
Finance
Engineering
GIS

AGREED AND ACCEPTED BY:

Ironline Partners

By



Bob Karber

Typed Name

Its

Authorized Agent

Date

8/19/2024

STATE OF Arizona)

County of Maricopa) ss

The foregoing instrument was acknowledged before me this 19th day of August, 2024, by Robert Karber who acknowledged [himself/herself] to be the Authorized Agent of Ironline Partners, LLC.


Notary Public

My Commission Expires: 07/13/27



BILL OF SALE

This Bill of Sale is entered into by and between IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company, and IRONLINE PARTNERS – HAYDEN FARMS II LLC, an Arizona limited liability company (collectively “Developer”).

Pursuant to that certain Development Agreement dated February 4, 2020, and recorded in the records of the Maricopa County Recorder as Document No. 2020-00113797 (the “Agreement”), Developer has caused the drilling of a water well, erected a masonry wall and gate system (the “Infrastructure”) on an approximately .512-acre well site (“Real Property”) as legally described and depicted in Exhibit A attached hereto.

Also pursuant to the Agreement, Developer agreed to transfer title and ownership of the Infrastructure to the City of Buckeye.

In consideration of the Agreement, the sufficiency of which is hereby acknowledged, Developer hereby grants and conveys to the City of Buckeye, free and clear of all liens and other encumbrances:

All of Developer’s right, title and interest in and to all Infrastructure and Improvements forming the basis for the Agreement, including all equipment, fixtures and appurtenances upon the Real Property where the Infrastructure is located.

By signing below, each signor does for itself and its successors and assigns, covenant and agree to warrant and defend the title to the Infrastructure hereby conveyed against the just and lawful claims and demands of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Bill of Sale is executed as of the 3rd day of JANUARY, 2025.

IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company

By: Hayden Farms Manager, LLC, an Arizona limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited liability company, its Managing Member

By: 
Robert M. Karber, its Managing Member

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 3rd day of January, 2025, before me personally appeared Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Bill of Sale on behalf of IRONLINE PARTNERS – HAYDEN FARMS, LLC.

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




Notary Public in and for the State of Arizona

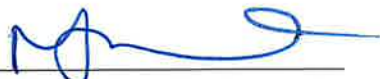
(Seal and Expiration Date)

IN WITNESS WHEREOF, this Bill of Sale is executed as of the 3rd day of JANUARY, 2025.

IRONLINE PARTNERS – HAYDEN FARMS II, LLC, an Arizona limited liability company

By: Hayden Farms Manager, LLC, an Arizona limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited liability company, its Managing Member

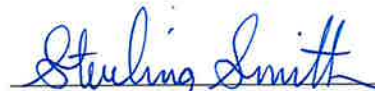
By: 
Robert M. Karber, its Managing Member

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 3rd day of January, 2025, before me personally appeared Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS II, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Bill of Sale on behalf of IRONLINE PARTNERS – HAYDEN FARMS II, LLC.

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




Notary Public in and for the State of Arizona

(Seal and Expiration Date)

**EXHIBIT A
TO
BILL OF SALE**

(Well Site Legal Description and Depiction)

[See following pages]

November 1, 2022

LEGAL DESCRIPTION FOR
MAYFIELD PHASE 3
WELL SITE PARCEL

That part of the Northwest Quarter of Section 32, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the City of Buckeye Brass Cap flush marking the North Quarter Corner of said Section 32, from which the Maricopa County Highway Department Brass Cap in hand hole marking the Northwest Corner of said Section 32 bears North 89°31'59" West, a distance of 2,641.58 feet;

Thence North 89°31'59" West, along the North line of the Northwest Quarter of said Section 32, a distance of 1.34 feet to the PK Nail with illegible washer marking the Northwest Corner of Parcel No. 2 as depicted in Book 959 of Maps, Page 42, Records of Maricopa County, Arizona;

Thence South 01°22'44" East, along the West line of said Parcel No. 2, a distance of 110.06 feet to a point on a line which is parallel with and 110.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 32;

Thence North 89°31'59" West, along said parallel line, a distance of 77.04 feet to the True Point of Beginning;

Thence South 01°22'44" East, a distance of 202.97 feet;
Thence South 88°37'16" West, a distance of 120.00 feet;

Thence North 01°22'44" West, a distance of 5.57 feet to the beginning of a tangent curve of 55.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of 17°20'29", a distance of 16.65 feet to the beginning of a tangent reverse curve of 55.00 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 53°35'11", a distance of 51.44 feet;

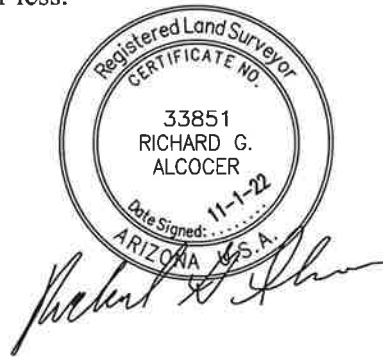
Thence North 52°22'34" East, a distance of 26.05 feet;

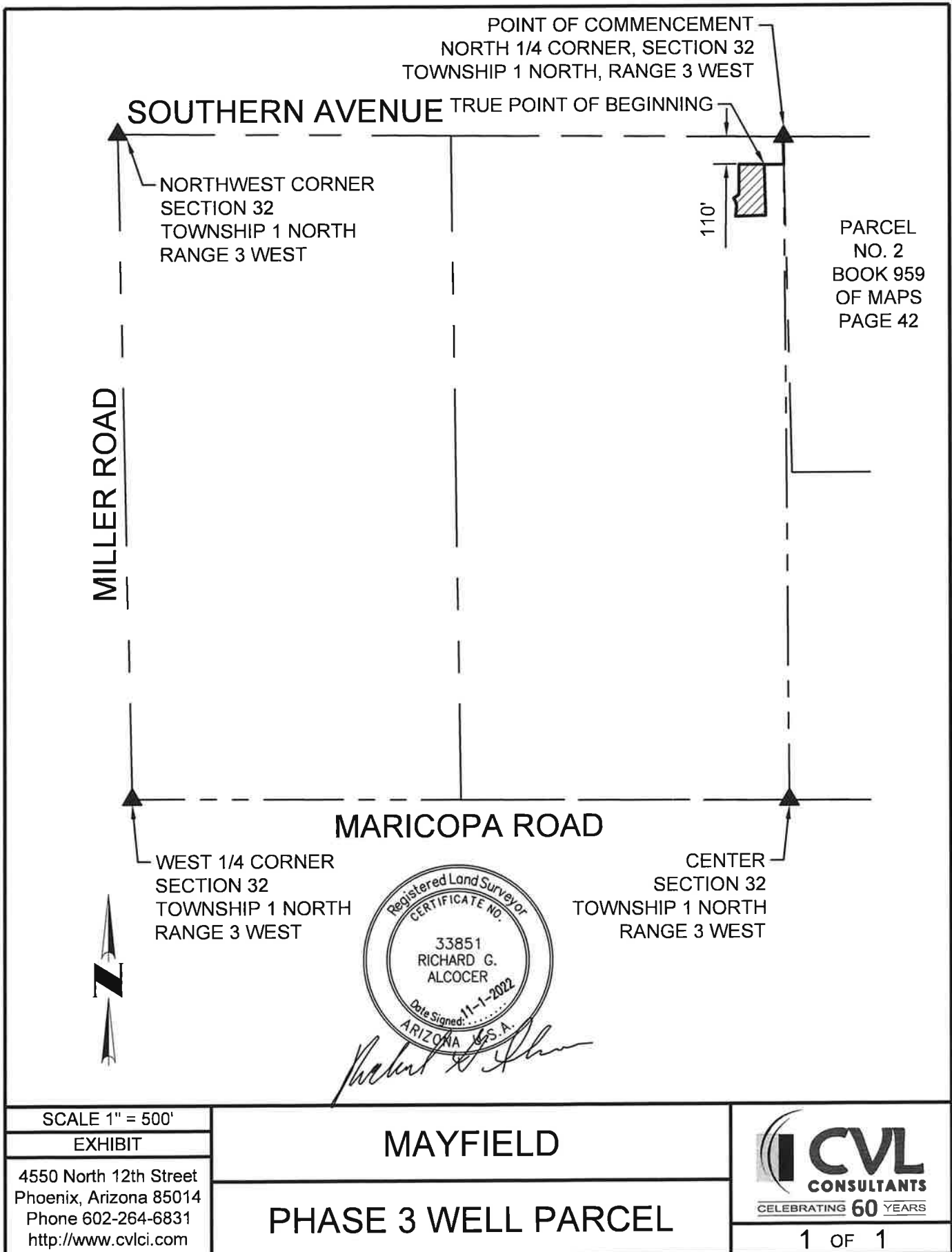
Thence North 00°28'01" East, a distance of 120.00 feet to a point on a line which is parallel with and 110.00 feet Southerly, as measured at right angles, from the North line of the Northwest Quarter of said Section 32;

Legal Description for
Mayfield Phase 3
Well Site Parcel
November 1, 2022

Thence South 89°31'59" East, along said parallel line, a distance of 100.82 feet to the True Point of Beginning.

Containing 22,298 Square Feet or 0.512 Acres, more or less.





N:\14 Coe and Van Loo II LLC\0359701\CADD\Exhibits\VX.PH3.WELL.PARCEL.dwg TomD November 1, 2022

**EXHIBIT D
TO
ACCEPTANCE AGREEMENT**

(Form of Real Property Conveyance Document)

THIS DEED IS EXEMPT FROM AFFIDAVIT PURSUANT TO A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, a[n] [State + type of entity, such as "Arizona corporation"] (the "**Grantor**"), does hereby convey to the CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("**Grantee**"), that certain real property situated in Maricopa County, Arizona, and legally described on Exhibit A attached hereto and incorporated herein by this reference, together with all rights, privileges, easements and appurtenant benefits relating thereto and all improvements located thereon (collectively, the "**Property**").

Grantor hereby binds itself and its successors to warrant and defend the title to Grantee against the acts of the Grantor and no other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF Grantor has executed this Special Warranty Deed as of the ____ day of _____, 202_.

GRANTOR:

a[n] [State + type of entity]

By: _____

Print Name: _____

Its: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this _____ day of _____, 202_, before me personally appeared _____, the _____ [title] of _____, a[n] [State + type of entity], whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of _____.

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

(Seal and Expiration Date)

Notary Public in and for the State of Arizona

ACCEPTED BY:

CITY OF BUCKEYE, an Arizona
municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

(Legal Description of Property)

**EXHIBIT E
TO
ACCEPTANCE AGREEMENT**

(Approved Costs of Infrastructure)

[See following page]

Ironline Partners - Hayden Farms II LLC
Payments for Well Reconciled By City of Buckeye

Date	Invoice Num	Check Num	Vendor Name	Paid
03/02/2022	2670-127; 2670-139	1038	Arizona Beeman Drilling	\$ 190,160.00
03/25/2022	2670-145	1040	Arizona Beeman Drilling	\$ 54,942.09
03/22/2022	047564	1039	Coe & Van Loo Consultants, Inc.	\$ 700.00
01/01/2023	052148	1057	Coe & Van Loo Consultants, Inc.	\$ 800.00
01/25/2023	053403	1054	Coe & Van Loo Consultants, Inc. (not a duplicate to line 9)	\$ 1,645.00
02/27/2023	053852	1057	Coe & Van Loo Consultants, Inc.	\$ 1,230.00
03/24/2023	054356	1059	Coe & Van Loo Consultants, Inc.	\$ 420.00
02/22/2023	052949	1053	Coe & Van Loo Consultants, Inc. (not a duplicate to line 6)	\$ 1,645.00
04/26/2023	054901	1061	Coe & Van Loo Consultants, Inc.	\$ 6,525.00
05/25/2023	055419	1062	Coe & Van Loo Consultants, Inc.	\$ 300.00
09/26/2023	057410	1066	Coe & Van Loo Consultants, Inc.	\$ 210.00
10/26/2023	057928	1068	Coe & Van Loo Consultants, Inc.	\$ 435.00
03/22/2024	059983	1072	Coe & Van Loo Consultants, Inc.	\$ 140.00
02/09/2023	00050856	1063	Coe & Van Loo Consultants, Inc.	\$ 3,870.00
03/08/2023	00050856	1063	Ironline Partners, LLC (City of Buckeye)	\$ 1,228.83
09/19/2021	32234	1027	Matrix New World Engineering	\$ 2,296.25
12/06/2021	32524, 33171, 33529	1032	Matrix New World Engineering	\$ 5,261.25
12/31/2021	33959	1035	Matrix New World Engineering	\$ 2,800.00
02/06/2022	34459	1036	Matrix New World Engineering	\$ 1,440.00
05/17/2022	35416, 36050	1044	Matrix New World Engineering	\$ 24,447.73
07/21/2022	36358- 37017	1046	Matrix New World Engineering	\$ 1,343.75
09/03/2022	38161	1047	Matrix New World Engineering	\$ 152.50
11/24/2021	31833-01	1031	Murphy Cordier PLC	\$ 1,652.00
01/01/2024	1070	echeck	B&B Earthworks & Asphalt, LLC	\$ 19,838.60
01/29/2024	63104	Verified	LGI Homes (City of Buckeye) permit fee BLDC-23-0041	\$ 1,890.50
06/03/2024	588197	1078	ProTex-the PT Experts (updated amount)	\$ 2,100.00
04/25/2024	84625-IN	1077	Allied Masonry	\$ 130,317.11
04/09/2024	Change Order LGIMWEL-01	1074	Allied Masonry (change order)	\$ 4,993.31
04/22/2024	1081 - no documentation	1075	B&B Earthworks & Asphalt, LLC	\$ 7,902.23
05/29/2024	11259	1079	IMCOR	\$ 1,517.60
			Sub Total	\$ 472,203.75
			Land	\$ 74,250.00
			Total	\$ 546,453.75

**EXHIBIT F
TO
ACCEPTANCE AGREEMENT**

(Payment Record Form)

[See following page]

Infrastructure	Reimbursable Amount	Dates of Reimbursement	Method of Reimbursement			
	(Outstanding Reimbursement)		Development Fee Credits	CFD Funds	Development Fee Reimbursement	Other
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

**EXHIBIT G
TO
ACCEPTANCE AGREEMENT**

(Dispute Resolution/Remedies)

A. The dispute resolution process ("Process") and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Property, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.

B. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules ("Rules") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

C. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.

D. The place of arbitration shall be Phoenix, Arizona.

E. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Sections 5, 7, 10 and 11 of this Agreement.

F. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

G. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

H. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.

I. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.

J. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.

K. The award of the arbitrator shall be accompanied by a reasoned opinion.

L. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed de novo or consequential monetary damages be ordered by the court.

WHEN RECORDED, RETURN TO:

004044-34-1-1--
amine

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

DEVELOPMENT AGREEMENT

DATED February 4, 2020

BETWEEN

**THE CITY OF BUCKEYE, ARIZONA, an Arizona municipal
corporation; IRONLINE PARTNERS – HAYDEN FARMS, LLC,
an Arizona limited liability company; and IRONLINE
PARTNERS– HAYDEN FARMS II, LLC, an
Arizona limited liability company.**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	Date	1
2.	Parties	1
3.	Background	1
4.	Agreement	2
5.	Master Plan	2
6.	Laws and Regulations	3
7.	Infrastructure; Necessary Property; Easements	4
8.	Flood Control	13
9.	Community Facilities and Improvement Districts	13
10.	Costs, Fees, and Credits	14
11.	City Services	15
12.	Restrictions	16
13.	Agricultural Use	17
14.	Covenants, Conditions and Restrictions	17
15.	Representations and Warranties	17
16.	Reserved.	18
17.	Conflicts of Interest	18
18.	Covenants Running with the Land	18
19.	Indemnity	18
20.	Defaults	19
21.	Dispute Resolution Remedies	19
22.	Duration	19
23.	Assignment	20
24.	Lien Financing	21
25.	Reserved.	21
26.	No Agency or Partnership	21
27.	No Third Party Beneficiary	21
28.	Construction	21

29.	Recording	.....	21
30.	Time of Essence and Merger	.....	21
31.	Benefit and Binding Effect	.....	21
32.	Counterparts	.....	21
33.	Waiver of Claims	.....	21
34.	Amendment	.....	22
35.	Section Titles	.....	22
36.	Notices	.....	22
37.	Force Majeure	.....	23
38.	Governing Law	.....	23
39.	Attorney's Fees	.....	23
40.	No Waiver	.....	23
41.	Severability	.....	23
42.	Signatures	.....	23

Exhibits

Exhibit A	Legal Description of Land
Exhibit B	Depiction of Land
Exhibit C	Dispute Resolution / Remedies

**DEVELOPMENT AGREEMENT
(Hayden Farms/Mayfield)**

1. **Date.** The date of this Development Agreement ("***Agreement***") is
February 4, 2020.

2. **Parties.** The parties to this Agreement are:

(a) CITY OF BUCKEYE
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326
623-349-6000 ("City")

(b) IRONLINE PARTNERS – HAYDEN FARMS, LLC and
IRONLINE PARTNERS – HAYDEN FARMS II, LLC
Attention: Robert M. Karber
1810 E. Jefferson Street
Phoenix, Arizona 85034
602-321-9335 (collectively "***Owner***")

3. **Background.** The following is the background to this Agreement:

(a) Owner is the owner of certain real property located in the Buckeye, Arizona and consisting of approximately 140 acres as legally described in the attached **Exhibit A** (the "***Land***") and depicted in the attached **Exhibit B**.

(b) Prior to the first plat approval for the Land Owner shall have obtained City approval for plans and reports as required by the City for development of the Land which documents collectively constitute a Master Plan (the "***Master Plan***") for the Land pursuant to the City of Buckeye Development Code (the "***Development Code***").

(c) Owner and the City are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("***A.R.S.***") §§ 9-500.05 to facilitate the proper development of the Land by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; and (ii) other matters related directly or indirectly to the development of the Land.

(d) The City and Owner acknowledge that the development of the Land pursuant to this Agreement and the Master Plan will have planning and economic impacts to the City by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Land to be consistent with the City's General Plan; (iii) increasing tax and other revenues

to the City based on improvements to be constructed on the Land; (iv) creating improved housing and other uses for citizens of the City; and (v) increasing the demand for City services during and after the development of the Land. The City and Owner acknowledge that the development of the Land pursuant to this Agreement will result in benefits to Owner by providing certainty in order to avoid the waste of resources, and allowing the Owner to have the ability to develop the Land in accordance with this Agreement.

(e) Among other things, development of the Land in accordance with this Agreement will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Land.

(f) The public services/infrastructure improvements to be provided by Owner, while necessary to serve development within the Land, also are needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Land. Given the regional significance of certain public services/infrastructure improvements Owner has agreed to construct at Owner's sole cost as set forth in this Agreement, the City is willing to agree to the transfer and use on the Land 566 equivalent dwelling units of Watson Road Community Facilities District improvements for wastewater service for the Land as provided in this Agreement, subject to the full approval and execution of a concurrent separate written agreement regarding the transfer of 566 equivalent dwelling units of sewer service as identified in said separate written agreement (the "*Consent to Transfer Agreement*") and Owner's timely payment of the Release Payment (as defined in the Consent to Transfer Agreement). Owner's execution and delivery of the Consent to Transfer Agreement is a condition precedent to the City's agreement to, and approval of, this Agreement. Capitalized terms used in this Agreement but not defined herein shall have the meaning given to such terms in the Consent to Transfer Agreement.

(g) Notwithstanding any public financing utilized for public infrastructure as set forth herein, the City and the Owner each acknowledge that the Owner or its successor(s) or assign(s) is required to construct the public services/infrastructure improvements necessary for the development of the Land.

4. Agreement.

For good and valuable consideration, including the benefits to the City and Owner as described above, the City and Owner agree as is more specifically set forth in this Agreement. The recitals set forth in the background to this Agreement in Section 3 above are hereby incorporated in this Agreement and agreed to by the parties.

5. Master Plan.

(a) The City shall permit and Owner shall have the right to develop the Land consistent with this Agreement and the Master Plan, subject to: (i) the submission and approval of a more detailed plan for (1) each phase of development, if phases are contemplated or required by the Master Plan, and (2) each plat, and (3) each site plan, and (ii) compliance with the Laws

and Regulations. Subject to the foregoing, and the terms and conditions of this Agreement with respect to water and wastewater service to the Land and the construction of the Regional Basin (defined in Section 7(c) of this Agreement), the right to develop the Land in accordance with the uses and densities and intensities of uses approved by the City, is hereby vested and shall not be materially changed, provided, however, the City reserves the right to modify, terminate or otherwise change the Master Plan including the right to develop in accordance with the uses, densities, intensities and other standards established by the Master Plan and terminate this Agreement if material progress has not been made by the Owner or such other persons developing the Land in the construction of the elements of the public infrastructure required by the Master Plan (such as and primarily the elements relating to water, sewer and streets) within five (5) years or has not completed construction of at least 20% of the houses shown on the Master Plan within ten (10) years, or has not built or caused to be built 95% of the end product uses shown on the Master Plan within fifteen (15) years.

(b) The Land may be planned and developed in phases (individually “*Phase*” and collectively “*Phases*”). Owner shall have the right to plan and develop more than one Phase at a time, with the location, rate, timing, and sequencing to be determined by Owner, provided, however the City may require a different development phasing plan if such location or sequencing determinations by the Owner adversely affect the City’s ability to provide municipal services to the Phase.

6. Laws and Regulations.

(a) The City of Buckeye Code, including but not limited to that portion titled the “Development Code” as amended from time to time shall govern the development of the Land. The City must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the City. Consequently, the City reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the City, including resolutions, official policies and procedures (such as, but not limited to, the Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019), and the Development Code (all of the foregoing collectively, as amended or adopted from time to time, the “*Laws and Regulations*”). Subject to the provisions in Section 12 of this Agreement, the Laws and Regulations shall apply to the Land.

(b) Notwithstanding any provision of the Master Plan, or this Agreement, including but not limited to the provisions of Section 12 of this Agreement, future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, State or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

(c) Any change to the Laws and Regulations as allowed in this Section shall not discriminate against Owner and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of the City.

7. **Infrastructure; Necessary Property; Easements.**

(a) **Water Infrastructure.**

(i) Owner shall pay to the City, prior to recordation of the first final plat for the Land, the full amount of the City's offsite water hook up fee adopted by City Council through Resolution No. 79-15 (the "**Offsite Water Hook Up Fee**") for 280 service connections, or lots, unless the City has adopted a water impact fee at the time of the first final plat approval. If the City has adopted a water impact fee at the time of final plat approval for the Land, the Owner shall have the option to pay the full amount of the City's Offsite Water Hook Up Fee for 280 service connections prior to recordation of the first final plat for the Land, or the Owner may elect to pay, at the time of issuance of a building permit or permits for houses to be constructed on the Land, the City's adopted water impact fee.

(ii) If Owner elects the option to pay the Offsite Water Hook Up Fee for 280 service connections prior to recordation of the first final plat for the Land, then, prior to the recordation of the second final plat for the Land, Owner shall drill and equip, in accordance with the requirements of this Section 7, a well with production capacity as approved by the City in the Master Plan (the "**Well**"). Following completion of construction and installation of the Well, Owner shall convey the Well, and the wellsite upon which the Well has been constructed and installed, to the City in accordance with the requirements of this Section 7. Once the Well and associated wellsite have been approved, accepted by and conveyed to the City, Owner will be entitled to reimbursement from the City's water production and water pipe components of the City's water impact fee for the eligible costs associated with the construction and installation of the Well, the fair market value of the wellsite, and offsite well piping. Reimbursement to Owner shall be paid from the City's water production and water pipe components of the City's water impact fee in accordance with the City's standard procedures and on a quarterly basis.

(iii) If Owner elects the option to pay the City's adopted water impact fee at the time of issuance of a building permit or permits for the Land rather than paying the Offsite Water Hook Up Fee prior to recordation of the first final plat for the Land, then Owner shall construct and install the Well during the first phase of development on the Land and complete construction of the Well prior to City approval of the second final plat for the Land (the "**Well Completion Date**"). Except for permits for civil infrastructure to be constructed on the Land, Owner specifically acknowledges and agrees that the City shall have the right to withhold building permits for the Land if Owner has not completed construction and installation of the Well in accordance with the requirements of this Agreement by the Well Completion Date and complied with the Laws and Regulations, including the City's Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019, as it relates to the construction of ten (10) or less model homes. Once the Well and associated wellsite have been approved, accepted by and conveyed to the City, Owner will be entitled to reimbursement from the City's water production and water pipe components of the City's water impact fee for the eligible costs associated with the construction and installation of the Well, the fair market value of the wellsite, and offsite well piping. Reimbursement to Owner shall be paid from the City's water production and water pipe components of the City's water impact fee in accordance with the City's standard procedures and on a quarterly basis.

(b) **Sewer Infrastructure.**

Pursuant to Owner's agreement to construct, at Owner's sole cost, a regional stormwater retention basin on the Land as set forth in Section 7(c) of this Agreement, and as consideration for Owner's construction of a regional City-approved stormwater retention basin on the Land at Owner's sole cost, the City is willing to agree, subject to Owner's payment of the Release Payment in accordance with the terms and conditions of the Consent to Transfer Agreement, to the transfer and use on the Land 566 equivalent dwelling units of Watson Road Community Facilities District improvements for wastewater service for the Land. Subject to the terms and conditions of this Agreement, and the Consent to Transfer Agreement, the City agrees to use its reasonable efforts to preserve 566 EDUs capacity in the CFD Improvements until the date that is the earlier of the following: (i) the date of payment of the Release Payment, (ii) the date of termination of the Consent to Transfer Agreement for failure to pay the Release Payment, (iii) the date of termination of the Consent to Transfer Agreement for delinquent Special Assessment Lien or Special District Tax payments.

- (i) **No Further Transfer or Assignment of Sewer Rights.** Owner acknowledges and agrees that, subject to the terms and conditions of this Agreement, the Consent to Transfer Agreement, and Owner's payment of the Release Payment, the 566 equivalent dwelling units of sewer collection and treatment capacity transferred to the Land shall remain assigned to the Land and no further transfer or assignment of the Sewer Rights (as defined in the Consent to Transfer Agreement), or any portion thereof, shall be allowed.
- (ii) **Failure to Timely Pay Special Assessment Lien and Special District Tax; Failure to Timely Pay Release Payment.** In the event Owner fails to comply with the terms and conditions of the payment obligations of Section 3 or Section 4 of the Consent to Transfer Agreement, this Agreement shall automatically terminate pursuant to the same terms and conditions as Section 3 and Section 5(d), as applicable, of the Consent to Transfer Agreement.

(c) **Regional Stormwater Retention Basin.**

Owner shall construct, at Owner's sole cost, a regional stormwater retention basin (the "***Regional Basin***") on the Land consisting of approximately 18 acres, the location of which shall be first approved by the City. Owner shall improve the Regional Basin with amenities as approved by the City and in accordance with the terms and conditions of this Agreement, and, subject to Owner's compliance with such requirements, the area of the Regional Basin shall be included in the open space requirements for the Land. Owner shall complete construction of the Regional Basin improvements in accordance with plans approved by the City. Subject to the terms and conditions of Section 7(a)(iii) of this Agreement, and except for permits for civil infrastructure to be constructed on the Land, and except for building permits for the construction of ten (10) or less model homes in compliance with the City's Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August

13, 2019 and which utilize ten (10) or less equivalent dwelling units of sewer collection and treatment capacity transferred to the Land pursuant to the terms and conditions of this Agreement and the Consent to Transfer Agreement, Owner shall complete construction of the Regional Basin improvements prior to the issuance of any building permit for the construction of any production home on the Land. Owner acknowledges and agrees that building permits for the Land are subject to the Laws and Regulations, including the City's Model Home Complexes Vertical Construction Permits Development Procedure No. 19-01 effective August 13, 2019. The specifications of the Regional Basin shall be in accordance with, and pursuant to, the City's specifications and that of the Maricopa County Flood Control District. Owner agrees to forever maintain, repair, and improve the Regional Basin and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more home owners associations ("**HOA**") provided such HOA is legally bound to such obligation and has adequate financial ability, acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to an HOA, which such consent shall not be unreasonably withheld, Owner shall be relieved of any further obligation to maintain, repair, and improve the Regional Basin.

- (i) **Failure of Owner to Perform Development Agreement Obligations.** Notwithstanding any other provision of the Consent to Transfer Agreement or this Agreement, Owner specifically acknowledges and agrees that in the event Owner, or its successor, fails to timely perform its obligations under this Agreement, including the requirement for Owner to construct and install, at Owner's sole cost, the regional stormwater retention basin prior to the issuance of any building permit for the Land as described in Section 7(c) of this Agreement, then, and in such event, and without further approval or notice, the 566 equivalent dwelling units of wastewater collection and treatment transferred to the Land, or the balance of the 566 equivalent dwelling units of wastewater collection and treatment if ten (10) or less model homes have utilized ten (10) or less equivalent dwelling units of wastewater collection and treatment, the 566 equivalent dwelling units of wastewater collection and treatment transferred to the Land, or the balance remaining, as applicable, shall be relinquished and assigned, in full, to the City for the City's use in its sole and absolute discretion. Owner acknowledges and agrees in such event, the owner of the Land will be required to pay all City wastewater impact fees in effect at the time of issuance of building permits for development of the Land.

(d) **Infrastructure; Technical Specifications.**

- (i) The design, construction and installation of all water facilities, including the Well, and wastewater facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public

facilities in connection with the development of the Land as required by the Master Plan and the Laws and Regulations (collectively, the “*Infrastructure*”) shall be in conformance with plans and specifications (the “*Technical Specifications*”) submitted to the City for its review and approval in its sole and absolute discretion, and shall be subject to and in compliance with the Laws and Regulations. Owner acknowledges and agrees that the Technical Specifications may be modified by the City from time to time in order to comply with the Laws and Regulations or to enhance operating efficiency. Any modification by the City to the Technical Specifications shall not be applied retroactively to any Infrastructure to the extent the City has already granted approval based on prior Technical Specifications and Owner has materially and substantially acted on such approval. To the extent Owner develops the Land, Owner shall have the right and the obligation under this Agreement to construct or cause to be constructed and installed, in accordance with the Technical Specifications and the Laws and Regulations, and all other applicable rules, regulations, construction standards and governmental review processes, all Infrastructure required by the Master Plan and the Laws and Regulations. Owner shall construct and install, or cause to be constructed and installed, all Infrastructure at no cost to the City. Such Infrastructure may be constructed in segments that correspond to the Phases, if any, set forth in the Master Plan. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the City in connection with the Master Plan or each Phase. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Owner shall not constitute acceptance of the Infrastructure by the City or for purposes of starting any warranty period. Acceptance of any and all Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced by the City as provided herein.

- (ii) Owner, its agents and employees, shall have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any of the City’s easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Infrastructure. Owner’s use of such easements and rights-of-way, pursuant to an encroachment permit, shall not impede or adversely affect the City’s use and enjoyment thereof.

- (iii) Owner shall restore the City's easements and rights-of-way, used pursuant to the encroachment permit, to their condition prior to Owner's entry upon completion of such construction, repairs, or maintenance. Owner, its agent, and employees, also shall have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any of the City's easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City's right-of-way not used for vehicular travel.

(e) **Infrastructure Assurance.**

The parties hereto acknowledge and agree that the City, prior to recording a final plat in connection with a residential development, or issuance of a permit for the commencement of construction in connection with a non-residential development, shall require the Owner to provide appropriate assurances in such form and amount as required by the Laws and Regulations to assure that the installation of the Infrastructure is completed ("***Infrastructure Assurance***"). In such case, the Owner may elect, with the approval of the City, any one or combination of the following methods of Infrastructure Assurance. All assurances provided by the Owner shall comply with the applicable provisions of the City's subdivision ordinance relating to such assurances. The options, in forms acceptable to the City Attorney (each, an "***Acceptable Assurance***"), are as follows:

- (i) A performance bond; or
- (ii) An irrevocable letter of credit; or
- (iii) A letter of financial assurance from Owner's lender; or
- (iv) A dual beneficiary letter of credit; or
- (v) Cash or certified check; or
- (vi) Such other assurance mechanism as may be approved by the City.

Once the Owner required Infrastructure Assurances have been complied with, the Owner shall have the right, with the approval of the City, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other forms of Acceptable Assurance, as set forth above. If a discrete and self-sustaining portion of the Infrastructure for which an appropriate assurance has been delivered is dedicated to and accepted by the City, the City agrees to release, within twenty (20) business days from such acceptance by the City, the portion of the assurance that relates to the Infrastructure so accepted. The City agrees that within twenty (20) business days from the City's acceptance of the particular completed Infrastructure for which the City has required and the Owner has provided Infrastructure Assurance, the City shall release such Infrastructure Assurance, in whole or in part as may be appropriate under the circumstances, in the manner provided in the Laws and Regulations.

(f) Upon completion by Owner of any Infrastructure, or any portion thereof, Owner shall promptly dedicate and convey to the City, at no cost to the City, such Infrastructure lien and debt free. The dedication of the Infrastructure shall not constitute acceptance by the City of the Infrastructure. Owner shall notify the City Engineer or designee in writing of the presumptive completion of such Infrastructure. Owner shall give the City Engineer or designee written notice (“*Notice to Confirm*”) promptly following completion of the Infrastructure or any portion thereof so long as any portion of completed Infrastructure is a discrete portion relating to a completed Phase and its suitability for its purpose can be adequately determined. Within 30 business days after its receipt of the Notice, the City Engineer or designee shall inspect the Infrastructure identified therein as to whether it has been constructed in accordance with the Technical Specifications and Laws and Regulations as verified by the inspection of the completed Infrastructure by the City Engineer or designee. Upon completion of the inspection, the City Engineer or designee shall deliver written notice to Owner within 30 business days of the inspection either (1) approving construction and agreeing to accept conveyance of such Infrastructure, or portion thereof (“*Acceptance Letter*”); or (2) identifying, through a punch list, all specific items that are not in accordance with the Technical Specifications and Laws and Regulations and that are to be corrected by Owner. Owner shall make all such corrections within the time period determined by the City Engineer or designee. So long as such Infrastructure is constructed in accordance with the Technical Specifications and Laws and Regulations as evidenced by an Acceptance Letter issued by the City Engineer, the City will accept the Infrastructure through an Acceptance and Service Agreement, unless such Infrastructure is to be owned or accepted by some other governmental entity. Acceptance of any Infrastructure is expressly conditioned upon Owner providing the warranties for such Infrastructure, as provided in Section 7(g), below. Except as provided in Section 7(h) below, or the terms of any applicable Service Agreement, after acceptance of any Infrastructure, the City thereafter shall maintain, repair and operate such Infrastructure at its own cost.

(g) Owner shall give to the City a two (2) year warranty for all Infrastructure, which warranty shall begin on the date that the City accepts the Infrastructure as provided in this section or on such other date as set forth in the Service Agreement.

Any material deficiencies in material or workmanship identified by the City’s staff during the two-year warranty period shall be brought to the attention of Owner(s) who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City’s staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for the City to require (i) an extension of the warranty for an additional two year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two year warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner’s construction activities on the Land. Nothing contained herein shall prevent the City or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. In addition to the two-year warranty provided above, for a period of five years from the date that the City accepts the Well, in the event the Well does not perform to its rated production or treatment capabilities, for reasons other than normal wear and tear, Owner shall make the City’s approved corrections or

additions to the Well as may be necessary to achieve the rated production or treatment capabilities.

(h) Owner shall maintain and repair all Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks and all appurtenances thereto at its expense, for a period of two (2) years from the date the City accepts the Infrastructure. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Notwithstanding the foregoing, Owner agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more HOAs provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, acceptable to the City, to bear such obligation. Once the City has consented to the assignment of this obligation to an HOA, which such consent shall not be unreasonably withheld, Owner shall be relieved of any further obligation to maintain the landscaping.

(i) Contemporaneous with the transfer of the Infrastructure to the City in accordance with the terms and conditions of this Agreement and the Laws and Regulations, Owner, at no cost to the City, shall convey to the City, by special warranty deed, all real property necessary for the City to own, operate, and maintain the Infrastructure (the “**Necessary Property**”) together with all of the property and equipment comprising the Infrastructure that may properly be characterized as fixtures located thereon. In addition, Owner shall grant to the City, at no cost to the City, all rights-of-way, easements, access rights, and other interests in real property necessary for the ownership, construction, installation, operation, maintenance and repair of the Infrastructure as required by the City including easements: (i) as are necessary for the operation, maintenance and repair of the Infrastructure as part of the City’s infrastructure systems, including easements for ingress, egress, utilities, and, if necessary, noise and odor; and (ii) from the Infrastructure to the point of connection to the then existing or proposed infrastructure system for the Land at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Infrastructure (collectively, “**Easements**”). Owner shall provide to the City, at Owner’s cost, standard coverage title insurance for the well site property on upon which the Well has been constructed pursuant to Section 7(a) (ii) and (iii) above, which such title insurance policy shall be approved by the City and which shall be subject only to those conditions and exceptions as the City shall approve. Standard and customary escrow costs shall be allocated and paid by Owner as applicable. Any endorsements requested by the City shall be paid by the City. Prior to transfer of the Infrastructure and the conveyance of the Necessary Property and Easements to the City, Owner shall provide the City, at no cost to the City, with such studies, reports and other information required by the City including, without limitation: (i) a title report for the Necessary Property and Easements in a form satisfactory to the City that shall be updated prior to conveyance of the Necessary Property and Easements to the City; and (ii) an environmental site assessment upon which the City may rely, that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the Necessary Property or within the Easements indicative of releases and threatened releases of Hazardous Materials (as defined below) on, at, in, or to the Necessary Property or Easements.

(j) **Environmental Matters.**

- (i) Owner represents, warrants and agrees that (A) except as set forth in the environmental assessment report delivered to the City relating to the Necessary Property and Easements pursuant to Section 7(i) above and to the best of Owner's knowledge after due inquiry, no Hazardous Materials (defined below) have been used or placed on the Necessary Property or Easements in violation of Environmental Laws (defined below); (B) no notice has been received by Owner with regard to any Hazardous Materials on the Necessary Property or Easements; (C) to the best of Owner's knowledge, the Necessary Property and Easements are presently in compliance with Environmental Laws; (D) no action, investigation or proceeding is pending or to Owner's knowledge threatened which seeks to enforce any right or remedy against Owner in connection with the Necessary Property or Easements under any Environmental Laws; (E) Owner has permitted no release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements in violation of Environmental Laws; (F) Owner shall not permit any release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements prior conveyance to and acceptance by the City; (G) to the best of Owner's knowledge, the Necessary Property and Easements are in compliance with Environmental Laws and are free and clear of any liens imposed pursuant to Environmental Laws; (H) to the best of Owner's knowledge, all licenses, permits and other governmental or regulatory actions necessary for the Necessary Property and Easements to comply with Environmental Laws have been obtained and maintained and Owner is in compliance therewith; and (I) Owner shall give the City prompt written notice if Owner receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements, and Owner, at Owner's sole cost, shall conduct and complete all investigations in response to the notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements and, if legally obligated to do so, Owner shall, at Owner's sole cost, conduct and complete all cleanup actions necessary to remove, in compliance with Environmental Laws, such Hazardous Materials from or beneath the Necessary Property or Easements, the cause of which occurred or is occurring, or is a condition which existed, on or before conveyance to and acceptance by the City of the Necessary Property and Easements, whether or not known to Owner.

"Environmental Laws" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes, whether

currently in effect or subsequently enacted, relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. Environmental Laws include A.R.S. Ann. §49-101, *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Hazardous Materials Transportation Act of 1994, 49 U.S.C. 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Oil Pollution Act of 1990, 33 U.S.C. § 2702, *et seq.*, the Federal Clean Air Act, 42 U.S.C. § 7401, *et seq.*, the Clean Water Act of 1977, 33 U.S.C. § 1251, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. § 136, *et seq.*, Public Health Service Act, 42 U.S.C. § 300f *et seq.*, as those Laws may be supplemented or amended from time to time, and the regulations now or hereafter promulgated pursuant to those Laws. For purposes of this Section 7, “Laws” shall mean all federal, state, county, and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any judicial or administrative order or agreement, consent, decree, judgment or court decision.

“**Hazardous Materials**” means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning accorded by Environmental Laws, as those Environmental Laws have been or are in the future supplemented or amended. Without limiting the generality of the foregoing, “Hazardous Materials” includes (i) asbestos and asbestos containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (v) underground storage tanks that are deemed hazardous by any Environmental Law; and (vi) any other

substance (including liquid, solid, semi-solid and gaseous substances and materials) that under any Environmental Law requires special handling, permitting by, or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

- (ii) The environmental representations and warranties of Owner herein shall survive the execution and recordation of this Agreement.

8. Flood Control. Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superseded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. Community Facilities and Improvement Districts.

(a) **Community Facilities District.** The City in accordance with its adopted Community Facilities Guidelines, will consider any requests by Owner of the City to form a community facilities district comprised of the Land in order to aid in financing the cost of the Infrastructure. Nothing contained herein shall be construed to compel the City to form a community facilities district or for the community facilities district, if formed, to finance any Infrastructure.

(b) **Formation.** Owner, acknowledges and agrees as follows: (1) the formation of the District, the approval of any report submitted pursuant to A.R.S. § 48-715, the issuance and sale of District bonds or the levy of District taxes, assessments, fees or charges are subject to the sole, absolute and unfettered discretion of the District and District Board; (2) nothing contained in this Agreement or any action or continued actions taken or not taken pursuant to this Agreement, including the formation of a District or the issuance of bonds, shall create any obligation, express or implied, of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment of any type or amount; (3) Owner has no rights and expressly waives any and all future rights, claims or causes of action, express or implied, created by this Agreement or any action or continued actions taken or not taken pursuant to this Agreement or under any other agreement with the District or the City that would create any obligation of the District to issue or continue to issue District Bonds of any type or amount or levy or continue to levy any tax or assessment (except as necessary to pay debt service on outstanding bonds of the District); and (4) the Owner is not relying now or shall not rely in the future on District bonds, taxes, assessments, fees or other District actions for the development of the Property.

(c) **Street Lighting Improvement District.**

- (i) Owner shall, as part of the required public infrastructure on the Land, construct, install and dedicate to the City, at no cost to the City, street lights on all public streets, including major arterials, minor arterial and collector streets, in accordance with, and subject to, the provisions set forth in Section 7 herein.

- (ii) Owner shall initiate the formation of a street lighting improvement district prior to the first final plat approval by executing and presenting to the City a petition for the formation of the street lighting improvement district, in a form approved by the City, for the purposes of paying the cost of the electricity, operation and maintenance of the street lighting system on the Land.
- (iii) Following the presentation of the petition for the formation of a street light improvement district in a form approved by the City, the City will commence improvement district proceedings to form a street light improvement district and to assess the cost of electricity, operation and maintenance of street lights against the property within the street light improvement district.

(d) **Maintenance Improvement District.**

- (i) Owner shall initiate the formation of a parkway maintenance improvement district (“**MID**”) prior to the first final plat approval by executing and presenting to the City a petition for the formation of the maintenance improvement district, in a form approved by the City, for the purposes of paying the cost of maintaining, repairing, and improving parkway and parkings on the Land in the event the HOA fails to do so. The purpose of the MID will also include cost of maintaining, repairing, and improving retention basins on the Land in the event the HOA fails to do so, and Owner shall grant to the City an easement over the MID for purposes of City maintenance, repair and improvement of parkway, parkings, and the regional retention basin on the Land in the event the HOA fails to do so; and
- (ii) Following the presentation of the petition for the formation of a MID in a form approved by the City, the City will commence improvement district proceedings to form a MID and to assess the cost of maintaining, repairing, and improving parkway and parkings, and retention basins, within the MID in the event the HOA fails to maintain, repair and improve such public infrastructure.

10. Costs, Fees, and Credits.

(a) Promptly after the City submits invoices to Owner, Owner shall pay the City’s costs and expenses incurred in connection with the Land, including payment of (i) fees and charges for development-related meetings and for services performed by the City or the City’s consultants in connection with development of the Land; and (ii) costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement

or any council action approving this Agreement, the Master Plan or other action relating to the development described in the Master Plan.

(b) Subject to the terms and conditions of this Agreement, as the Land is developed, Owner shall pay to the City what are commonly referred to as development, or impact, and hookup fees (collectively, “*Development Impact Fees*”) that are imposed by the City as of or after the date of this Agreement, subject to offsets and credits as allowed by law or the Consent to Transfer Agreement (subject to the terms and conditions therein).

(c) Subject to the terms and conditions of this Agreement and the Consent to Transfer Agreement, and/or applicable law, no credit will be given for dedication of rights-of-way, easements or other land normally required for public infrastructure.

11. City Services.

(a) The City shall, to the extent permitted by law, include the Land in the City’s municipal service area and provide to the Land such utility and other services in a manner that is similar to that by which the City provides such utilities and services generally to the residents of the City, including sewer, water, garbage, fire and police, provided all of the conditions of this Agreement, including this Section 11 (a) through (c) are met by Owner, including the following:

- (i) Owner has executed and delivered all applicable Service Agreements;
- (ii) Owner has constructed and installed the necessary Infrastructure as provided in or as required by the Laws and Regulations and the Master Plan for each Phase of development;
- (iii) Owner has, to the extent allowed by law, properly extinguished all Type 1 Non-Irrigation and Irrigation Grandfathered Rights associated with the Land and conveyed or pledged the resulting extinguishment credits to the City to be used in support of the City’s application for designation as an assured water provider or pledged the resulting extinguishment credits to the City’s designation. Notwithstanding the foregoing however, and as approved by the City, Owner may retain ownership of that portion of a Type 1 Non-Irrigation Grandfathered Right and Irrigation Grandfathered Right, as applicable, sufficient to provide a withdrawal authority for (a) construction use for a Phase or Phases of development of the Land and (b) agricultural irrigation of the Land prior to development.
- (iv) Owner acknowledges it is responsible, at its sole cost, for providing water for construction purposes for all phases of

development of the Land including obtaining the necessary water rights for the water supply to be used for construction purposes.

(b) Except for wells located on the Land that are used for potable water purposes within the certificated franchise area of a private water company, Owner shall abandon any existing registered or unregistered wells located on the Land except for the following:

- (i) wells that have been drilled and constructed by Owner pursuant to the City 's requirements that are used by the City for water service;
- (ii) wells that have been drilled and constructed by Owner pursuant to the City's requirements that are intended for use by the City for water service;
- (iii) wells that the City may use as the basis for drilling replacement wells;
- (iv) wells being used on the Land for agricultural, construction water, or Demonstration Project purposes;
- (v) any other well or wells required by the City to remain on the Land. Abandonment of wells shall be performed pursuant to and in compliance with state law and shall be completed prior to the issuance of any building permits.

(c) **City Not Liable.** To the extent a court or other governmental agency determines the City shall not provide one or more municipal services to all or part of the Land, the City shall not be liable for any damages, costs or expenses incurred or suffered by the Owner as a result of the City's inability to serve.

12. Restrictions. Provided the Owner has met the deadlines set forth in Section 5 (a) of this Agreement and only with respect to any development on that part of the Land for which the major components of the public Infrastructure required to be built by the Master Plan and necessary to serve such development (such major Infrastructure shall consist of water and sewer system, drainage and street improvements) has been constructed or substantial progress has been made in the construction of such major Infrastructure, the City shall not (i) impose a moratorium, (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing (other than the City's ability to require different sequencing pursuant to Section 5(b) of this Agreement), or (iii) impose any Laws or Regulations which are intended for anti-growth purposes. This prohibition shall not apply to the extent that a limitation may be (a) required or mandated by county, State or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Notwithstanding anything contained in this Section 12, the City reserves the right to impose a moratorium or impose or enforce Laws or Regulations which are for no-growth purposes on any part of the Land for which the major Infrastructure (as described above) has not been constructed or substantial progress in the construction of such major Infrastructure has not

been made, provided, however, the Owner shall have the right to construct such major infrastructure and cause the removal of the moratorium from the Land if the Owner constructs the Infrastructure required by Section 5(a) of this Agreement, before the end of the time period relating to construction of public infrastructure set forth in Section 5(a) of this Agreement. Unless the City imposes a moratorium as permitted in this section and subject to all Laws and Regulations, Owner shall be allowed to apply for and receive approvals from the City for development on the Land that is consistent with this Agreement and the Master Plan.

13. Agriculture Use. Subject to the consequences described in Section 5 (c) of this Agreement, Owner shall have the right to use or grant rights to use the undeveloped part of the Land for agriculture purposes, including livestock grazing, but not dairy or feed lot operations, until such time as development begins on that part of the Land provided such uses do not constitute a nuisance to the developed areas of the Land. However, Owner shall use fences, setbacks and other physical buffers to adequately separate the agricultural uses from other uses, and Owner shall utilize agricultural practices to control dust, odors and water runoff and other resulting conditions from the agricultural uses to ensure that such agricultural uses comply with the Laws and Regulations that apply to such agricultural uses.

14. Covenants, Conditions and Restrictions. Owner shall have the right to record one or more declaration of covenants, conditions and restrictions (“**CC&Rs**”) for the area of the Master Plan and each phase to govern the private development and use of the Land. The CC&Rs shall be consistent with this Agreement and the Master Plan and all applicable Laws and Regulations, and each of the CC&Rs shall be subject to the prior review and approval of the City to confirm its compliance with this Agreement and the Master Plan.

15. Representations and Warranties. As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows (“**Representations and Warranties**”):

(a) By Owner:

- (i)** Owner is a corporation or limited liability company, duly formed and in good standing in its State of incorporation or formation and duly qualified to do business in Arizona.
- (ii)** Owner has the authority, including the person signing for Owner, and the right to enter into this Agreement as authorized by the board of directors or members of the Owner at duly noticed meetings at which quorums were present.
- (iii)** Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.
- (iv)** Owner has not relied on any representations or warranties of the City other than those expressly set forth in this Agreement.

(b) By City:

- (i) This Agreement was approved by Mayor and City Council at a duly noticed and publically held meeting, at which a quorum was present and the execution of this Agreement was authorized.

16. Reserved.

17. Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended.

18. Covenants Running with the Land. The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land. However, the provisions of this Agreement shall terminate as to any Lot (as defined in this Agreement) as provided in Section 22 of this Agreement.

19. Indemnity. Owner (or its successors or assigns) shall indemnify, defend and hold harmless the City and each council member, officer, official or employee thereof (the City and any such person being herein called an “*Indemnified Party*”), for, from and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys’ fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise (“*Claims*”), insofar as such Claims (or actions in respect thereof) arise out of or are based upon any provisions of this Agreement, except for those Claims which have been adjudicated to be caused by the City’s gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against Owner, notify Owner (as provided in Section 36 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve Owner from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by Owner. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and Owner. If Owner promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, Owner will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If Owner does not promptly assume the defense of any such action after written notice from the Indemnified Party, until Owner does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of Owner and Owner shall pay any settlement amounts and all reasonable attorneys’ fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require Owner to provide the City, within thirty (30) days after written

notice from the City to Owner, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee Owner's performance of any of its indemnity obligations under this Agreement that are the subject of the notice of Claim.

20. Defaults. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("***Cure Period***"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies that are set forth in Section 21 of this Agreement. In addition to the dispute resolution process and remedies set forth in Section 21 of this Agreement and Exhibit C hereto and notwithstanding anything in this Agreement to the contrary, the City shall have the right to withhold the issuance of building permits for improvements on the land affected by such default (regardless of Land ownership) until the Default is cured by Owner. Nothing contained in this section shall prevent the City from using any remedies or imposing any fines available to it under the Laws and Regulations for a violation or breach by Owner of any Laws and Regulations.

21. Dispute Resolution Remedies. The parties shall be limited to the remedies and dispute resolution process set forth in Exhibit C and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Owner and the City agree that any award rendered by the arbitrator (as defined in Exhibit C) pursuant to the provisions of Exhibit C shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of Exhibit C shall apply.

22. Duration.

(a) Unless terminated earlier pursuant to Section 5(a) or Section 7(b)(ii) of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties twenty (20) years after the date of this Agreement. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any executed and delivered Service Agreement or any approval, permit, subdivision map or site plan that has been given, issued or approved by the City for any part of the Land as of the date of such termination.

(b) This Agreement shall automatically terminate as to any Lot without the necessity of any notice, agreement or recording by or between the parties anytime the required certificates of occupancy are issued by the City for all buildings on a Lot. A "Lot" (collectively "***Lot(s)***") shall be any part of the Land, including common areas, that is identified in a recorded

residential subdivision plat or site plan that has received final approval from the City. This Agreement shall automatically terminate as to any part of the Land that is dedicated by deed, map of dedication or otherwise for Infrastructure and other public or governmental facilities and uses. Nothing contained in this section shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by the City or a community facilities district.

23. Assignment. Owner shall not transfer or assign ("***Transfer***") part or all of its rights and obligations in part or all of the Land to any person or entity ("***Transferee***") at any time during the duration of this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld. Any assignment made without the City's written consent required under this Section shall be automatically void. In the event of a proposed assignment, Owner specifically acknowledges and agrees that the City's consent may be withheld and Owner will not be released from its obligations under this Agreement and any applicable Service Agreement with respect to the Land or the part of the Land that is transferred ("***Transferred Land***"), unless:

(a) Owner has provided the City written notice of the proposed Transfer which such notice shall include (i) a legal description of the Transferred Land and the name, address and facsimile number for notice purposes, of the Transferee, and (ii) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement and any applicable Service Agreement as to the Transferred Land, and (iii) Owner's request for the City's consent; and

(b) All outstanding fees and charges set forth in Section 10 (a) through (c) of this Agreement have been paid to the City, including payment of (i) fees and charges for development-related meetings and for services performed by the City or the City's consultants in connection with development of the Land; and (ii) costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any council action approving this Agreement, the Master Plan or other action relating to the development described in the Master Plan.

(c) In the event of a partial Transfer, and in addition to the requirements of Section 23 (a) and (b) above, Owner and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Owner and the Transferee including, but not limited to, those set forth in Section 7 "Infrastructure; Necessary Property; Easements", Section 10 "Costs, Fees, and Credits" and Section 11 "City Services", such that the City's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Any Default of this Agreement in connection with Transferred Land shall affect only the Transferred Land and shall not be a Default under this Agreement as to the part of the Land that is not the subject of a Transfer.

24. **Lien Financing.** Owner shall have the right at any time, and as often as it desires, to finance the Land and to secure the financing with a lien or liens against the Land. Nothing contained in this section or this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Land.

25. **Reserved.**

26. **No Agency or Partnership.** Neither the City nor Owner are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between the City and Owner.

27. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Owner, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

28. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

29. **Recording.** The City shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

30. **Time of Essence; Merger.** Time is of the essence of this Agreement. Except for the Consent to Transfer Agreement, this Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement and the Master Plan. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the parties.

31. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

32. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

33. **Waiver of Claims.** Owner knowingly and voluntarily forever releases and discharges the City and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the City and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement, including any claims in connection with the transfer of 566 EDUs of sewer capacity

to the Land and any claims Owner may have in connection with changes to the floodplain boundaries that may affect or impact the Wingate Property.

The Owner on behalf of itself and all other parties having an interest in the Land intends to encumber the Land with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the owner of the Land may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted or contemplated by this Agreement to be enacted, adopted or applied by the City now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Land and such increase exceeds any possible reduction in the fair market value of the Land caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted or contemplated by this Agreement and adopted or applied by the City to the Land.

34. Amendment. Any amendment to this Agreement shall be in writing.

35. Section Titles. The section titles in this Agreement are not part of this Agreement and are for convenience only.

36. Notices. All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

- | | |
|------------------------|---|
| (a) City | City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326 |
| With a copy to: | Gust Rosenfeld, P.L.C.
Attention: Shiela B. Schmidt
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
sschmidt@gustlaw.com |
| (b) Owner | Ironline Partners – Hayden Farms, LLC and
<u>Ironline Partners – Hayden Farms II, LLC</u>
Attention: Robert M. Karber
1810 E. Jefferson Street
Phoenix, Arizona 85034 |

With a copy to: Ironline Partners, LLC
 Attention: Timothy O'Neil
 2901 E. Camelback Road
 Suite 201
 Phoenix, Arizona 85016

No notice to a party shall be effective unless and until a copy of such notice is given to, or as appropriate, received by, all persons indicated above as entitled to receive required copies of notices to that party. The above described recipients of notices may change their address for notice purposes by giving the other parties notice of such change, provided, however, that no such change in notice shall be effective for a period of five (5) calendar days following such notice of such change. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

37. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

38. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

39. Attorneys Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

40. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

41. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

42. Signatures. The parties have executed this Agreement on the date set forth below.

[SIGNATURES ON FOLLOWING PAGES]

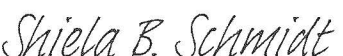
CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

By 
 Jackie A. Meck, Mayor

ATTEST:


 Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

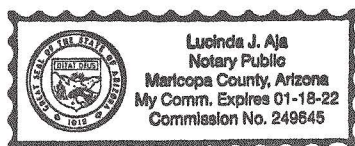

 City Attorney

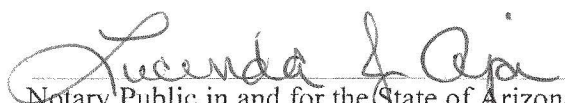
STATE OF ARIZONA
 COUNTY OF MARICOPA

On this 4th day of February, 2020 before me personally appeared Jackie A. Meck, Mayor of the City of Buckeye, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of the City.

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

(Seal and Expiration Date)




 Notary Public in and for the State of Arizona

OWNER:

IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company

By: Hayden Farms Manager, LLC, an Arizona limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited liability company, its Managing Member

By: 
Robert M. Karber, its Managing Member

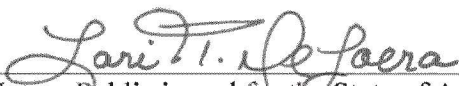
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 15th day of January, 2020, before me personally appeared, Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of IRONLINE PARTNERS – HAYDEN FARMS, LLC, an Arizona limited liability company.

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

(Seal and Expiration Date)




Notary Public in and for the State of Arizona

My Commission Expires:
June 23, 2023

**IRONLINE PARTNERS – HAYDEN FARMS
II, LLC, an Arizona limited liability company**

By: Hayden Farms Manager, LLC, an Arizona
limited liability company, its Managing Member

By: Phoenix Enterprises, LLC, an Arizona limited
liability company, its Managing Member

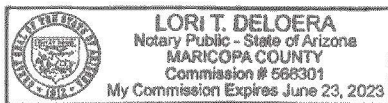
By: 
Robert M. Karber, its Managing Member

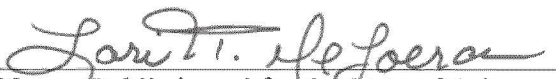
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 15th day of January, 2020, before me personally appeared, Robert M. Karber, the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, a Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS – HAYDEN FARMS, II, LLC, an Arizona limited liability company, on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed this Development Agreement on behalf of IRONLINE PARTNERS – HAYDEN FARMS, II, LLC, an Arizona limited liability company.

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

(Seal and Expiration Date)




Notary Public in and for the State of Arizona

My Commission Expires:
June 23, 2023

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
IRONLINE PARTNERS – HAYDEN FARMS, LLC**

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE FOLLOWING DESCRIBED PORTION

PARCEL A

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 32, MONUMENTED BY A 3/4 INCH IRON PIPE, 2 FOOT BELOW THE SURFACE, BEARS AS A BASIS OF BEARINGS SOUTH 00 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 2622.64 FEET;

THENCE SOUTH 00 DEGREES 59 MINUTES 19 SECONDS EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1318.30 FEET;

THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 1324.60 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE NORTH 00 DEGREES 41 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1324.53 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1317.95 FEET TO THE NORTHEAST QUARTER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE AND THE POINT OF BEGINNING.

PARCEL B

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3, WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, FROM WHICH THE

NORTH QUARTER CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH TOWN OF BUCKEYE BRASS CAP, BEARS AS A BASIS OF BEARINGS NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 2635.89 FEET;

THENCE SOUTH 00 DEGREES 59 MINUTES 19 SECONDS EAST 1318.30 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID ALSO BEING THE SOUTHEAST CORNER OF THAT "PARCEL 1" DESCRIBED IN THAT "A.L.T.A./A.C.S.M LAND TITLE SURVEY-SOUTHERN AND APACHE" RECORDED IN BOOK 959 OF MAPS, PAGE 42 OF RECORDS OF THE MARICOPA COUNTY RECORDER, AND RUNNING;

THENCE SOUTH 00 DEGREES 59 MINUTES 19 SECONDS EAST 521.00 FEET ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID "PARCEL 1", NORTH 89 DEGREES 51 MINUTES 32 SECONDS WEST 1010.50 FEET;

THENCE NORTH 00 DEGREES 59 MINUTES 19 SECONDS WEST 521.00 FEET TO THE SOUTHERLY LINE OF SAID "PARCEL 1",

THENCE ALONG SAID SOUTHERLY LINE OF "PARCEL 1" SOUTH 89 DEGREES 51 MINUTES 32 SECONDS 32 SECONDS EAST 1010.50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C

A PARCEL OF LAND SITUATE IN THE NORTH HALF OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, BEARS AS A BASIS OF BEARINGS SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 2635.89 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1317.95 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32;

THENCE SOUTH 00 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 1324.53 FEET;

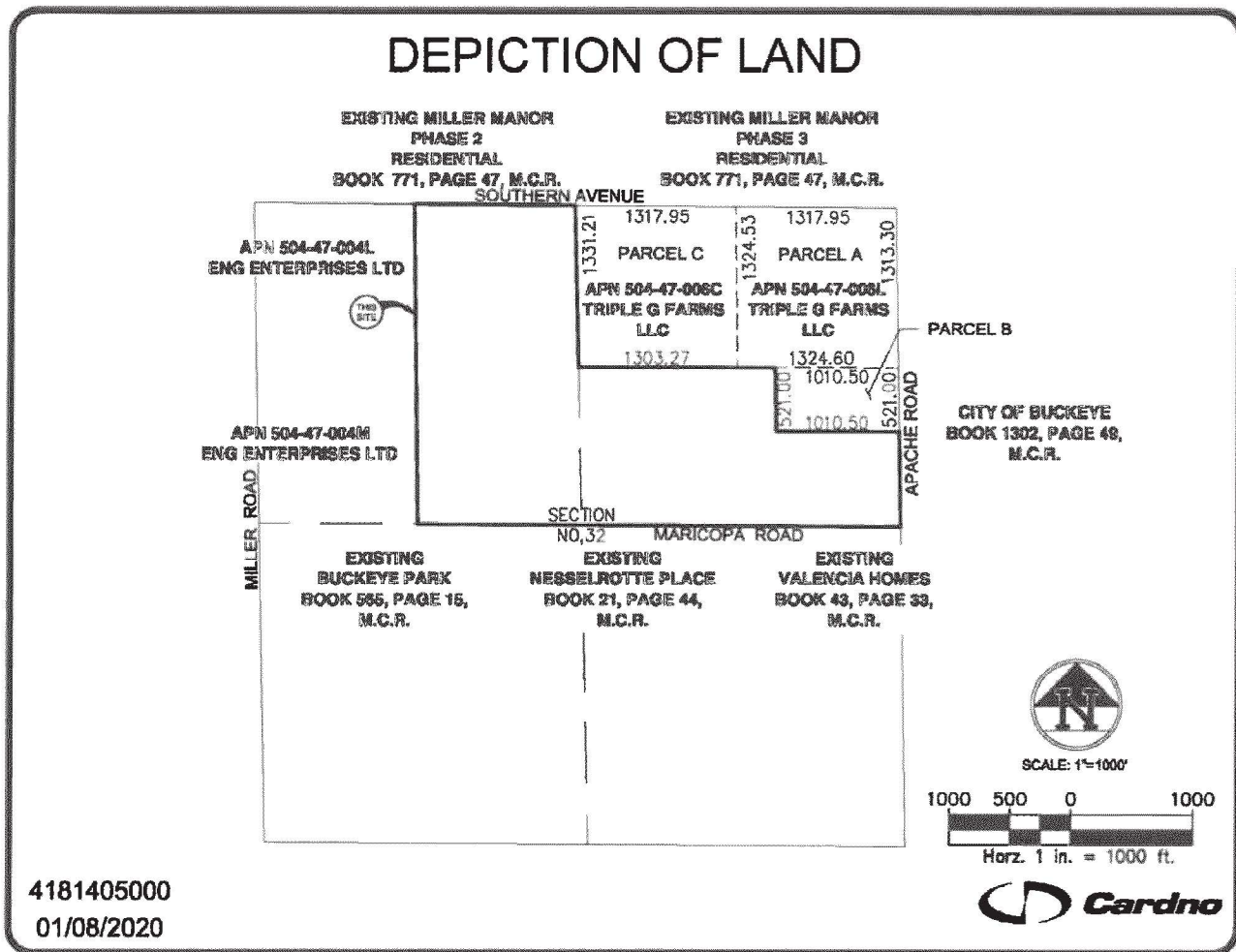
THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 1303.27 FEET;

THENCE NORTH 01 DEGREES 22 MINUTES 44 SECONDS WEST, A DISTANCE OF 1331.21 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE SOUTH 89 DEGREES 32 MINUTES 08 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 1.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32, MONUMENTED BY A 3 INCH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP AND THE POINT OF BEGINNING.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
IRONLINE PARTNERS – HAYDEN FARMS, LLC**

[Depiction of Land]



**EXHIBIT C
TO
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
IRONLINE PARTNERS – HAYDEN FARMS, LLC**

[Dispute Resolution/Remedies]

- A. The dispute resolution process (“*Process*”) and remedies set forth herein shall not apply to an action by the City to condemn or acquire by inverse condemnation all or any portion of the Land, and in the event of any such action by the City, Owner shall have all rights and remedies available to it at law or in equity.
- B. If an event of default is not cured within the Cure Period, as defined at Section 20 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.
- C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association (“*AAA*”) in accordance with its Commercial Arbitration Rules (“*Rules*”) (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.
- E. The place of arbitration shall be Phoenix, Arizona.
- F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Section 7 and Section 10 and of this Agreement.
- G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than 45 days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.

- H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.
- I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.
- J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.
- L. The award of the arbitrator shall be accompanied by a reasoned opinion.
- M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501-1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

Recorded at the request of *Clear Title Agency of Arizona*

AND WHEN RECORDED MAIL TO:

City of Buckeye, Arizona
530 E Monroe Ave
Buckeye, AZ 85326

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow No.: 10250007-dz

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Ironline Partners - Hayden Farms II LLC, an Arizona limited liability company, the GRANTOR

does hereby convey to

City of Buckeye, Arizona, an Arizona municipal corporation, the GRANTEE

the following real property situated in **MARICOPA** County, Arizona:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the GRANTOR binds itself and its successors to warrant the title as against its acts and none other, subject to the matters set forth.

See Signatures and Notary Acknowledgment Page Attached

***Exempt Per A.R.S. 11-1134 - A3**

Special Warranty Deed - continued

Escrow No.: 10250007-dz

Signatures and Notary Acknowledgment Page

Dated: January 14, 2025

**IRONLINE PARTNERS - HAYDEN FARMS II
LLC, an Arizona limited liability company**

**BY: Hayden Farms Manager, LLC, an Arizona
limited liability company, its Managing Member**

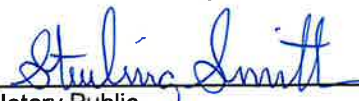
**BY: Phoenix Enterprises, LLC, an
Arizona limited liability company, its
Managing Member**

BY: 
Robert M. Karber, Its Managing Member

STATE OF ARIZONA }
 }SS
County of MARICOPA }

Subscribed and sworn to before me this 18 day of Feb, 2025, by Robert Karber, who acknowledges to be the Managing Member of Phoenix Enterprises, LLC, an Arizona limited liability company, the Managing Member of Hayden Farms Manager, LLC, an Arizona limited liability company, the Managing Member of IRONLINE PARTNERS - HAYDEN FARMS, II LLC, an Arizona limited liability company, and as such officer is duly authorized on behalf of the company.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 07/13/27



Escrow No.: 10250007-dz

EXHIBIT A

A PORTION OF TRACT U, OF A FINAL PLAT OF MAYFIELD PHASE1, ACCORDING TO BOOK 1705 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.

DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF BUCKEYE BRASS CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 32, FROM WHICH THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 32 BEARS NORTH 89°31'59" WEST, A DISTANCE OF 2,641.58 FEET;

THENCE NORTH 89°31'59" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1.34 FEET TO THE PK NAIL WITH ILLEGIBLE WASHER MARKING THE NORTHWEST CORNER OF PARCEL NO. 2 AS DEPICTED IN BOOK 959 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01°22'44" EAST, ALONG THE WEST LINE OF SAID PARCEL NO. 2, A DISTANCE OF 110.06 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 110.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH 89°31'59" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 77.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°22'44" EAST, A DISTANCE OF 202.97 FEET;

THENCE SOUTH 88°37'16" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 01°22'44" WEST, A DISTANCE OF 5.57 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

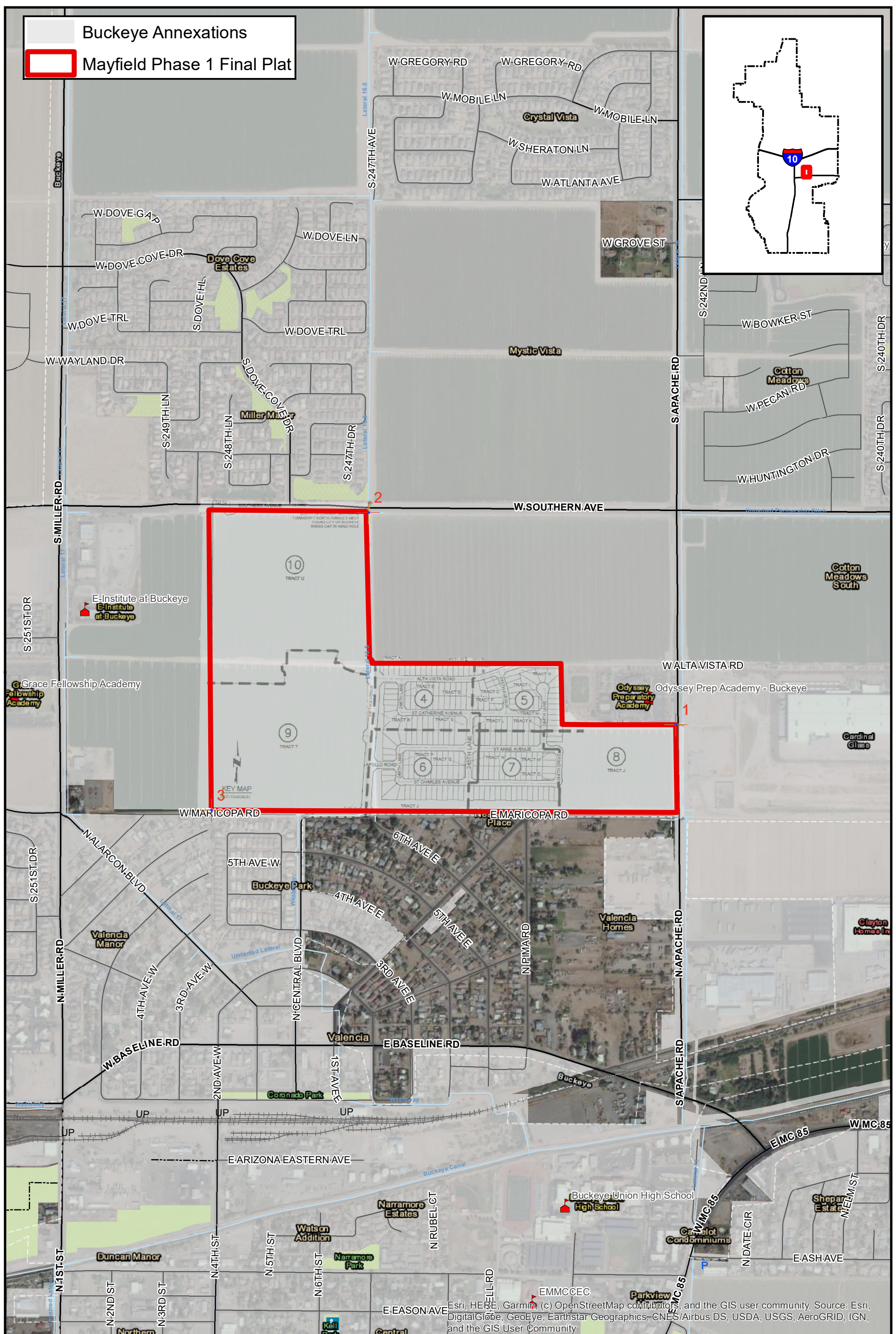
THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°35'11", A DISTANCE OF 51.44 FEET;

THENCE NORTH 52°22'34" EAST, A DISTANCE OF 26.05 FEET;

THENCE NORTH 00°28'01" EAST, A DISTANCE OF 120.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 110.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE SOUTH 89°31'59" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.82 FEET TO THE TRUE POINT OF BEGINNING.

VICINITY MAP



RESOLUTION NO. 07-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN ACCEPTANCE AGREEMENT FOR WATER INFRASTRUCTURE AND RELATED APPURTENANCES MAYFIELD PHASE 1 WELL AND WELL SITE WITH IROLINE PARTNERS – HAYDEN FARMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND IROLINE PARTNERS – HAYDEN FARMS II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FOR WATER INFRASTRUCTURE AND RELATED APPURTENANCES.

WHEREAS, Ironline Partners – Hayden Farms, LLC, an Arizona limited liability company, and Ironline Partners – Hayden Farms II, LLC, an Arizona limited liability company (collectively “Developers”) own certain land located in the City of Buckeye, Arizona (“City”) and are developing the land in connection with that certain project known as Mayfield (“Development”); and

WHEREAS, Developers have constructed certain water well public infrastructure and related appurtenances and desire to convey the infrastructure and the associated real property identified in **Exhibit A** attached hereto and Developers and City desire that the water well public infrastructure and related appurtenances and associated real property be dedicated to, and accepted by, the City; and

WHEREAS, Developers and the City desire to enter into an Acceptance Agreement setting forth the rights and obligations of the Parties concerning the conveyance of the water well public infrastructure and related appurtenances and associated real property to the City.

BE IT RESOLVED 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 Acceptance Agreement for Water Infrastructure and Related Appurtenances Mayfield Phase 1 Well and Well Site is hereby approved in substantially the form and substance on file with the City Clerk.

Section 3. The Mayor, City Manager, City Attorney and City clerk are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the city of Buckeye, Arizona, this 4th day of March, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT A

A PORTION OF TRACT U, OF A FINAL PLAT OF MAYFIELD PHASE1, ACCORDING TO BOOK 1705 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.

DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF BUCKEYE BRASS CAP FLUSH MARKING THE NORTH QUARTER CORNER OF SAID SECTION 32, FROM WHICH THE MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE MARKING THE NORTHWEST CORNER OF SAID SECTION 32 BEARS NORTH 89°31'59" WEST, A DISTANCE OF 2,641.58 FEET;

THENCE NORTH 89°31'59" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1.34 FEET TO THE PK NAIL WITH ILLEGIBLE WASHER MARKING THE NORTHWEST CORNER OF PARCEL NO. 2 AS DEPICTED IN BOOK 959 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 01°22'44" EAST, ALONG THE WEST LINE OF SAID PARCEL NO. 2, A DISTANCE OF 110.06 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 110.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH 89°31'59" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 77.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°22'44" EAST, A DISTANCE OF 202.97 FEET;

THENCE SOUTH 88°37'16" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 01°22'44" WEST, A DISTANCE OF 5.57 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°35'11", A DISTANCE OF 51.44 FEET;

THENCE NORTH 52°22'34" EAST, A DISTANCE OF 26.05 FEET;

THENCE NORTH 00°28'01" EAST, A DISTANCE OF 120.00 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 110.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE SOUTH 89°31'59" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.82 FEET TO THE TRUE POINT OF BEGINNING.

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

MEETING DATE: 03/04/25	AGENDA ITEM: 4.G. WR - Engineering Procurement and Construction Agreement between the City of Buckeye, the City of Goodyear and Arizona Public Service Corporation
DATE PREPARED: 02/27/25	DISTRICT NO.:
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6103	
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 Engineering Procurement and Construction Agreement between the City of Buckeye, an Arizona municipal corporation, the City of Goodyear, an Arizona municipal corporation, and Arizona Public Service Company, an Arizona corporation; to authorize the Mayor to execute and deliver said Agreement; and, further, 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 Agreement.

SUMMARY

PROJECT DESCRIPTION:

On June 18, 2024, Council approved CAR #2551 for the “Second Amendment to the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water in the Water Reclamation Supply System Pipeline” between the City of Buckeye, City of Goodyear (Goodyear) and Arizona Public Service Corporation (APS). The Water Resources Department (WRD) has worked closely with Goodyear and APS to ensure the efficient progress of this project and is now asking Council to approve this “Engineering Procurement and Construction Agreement” (Agreement). The Agreement establishes the next phase in the brackish water delivery project and provides for, (1) The assignment of responsibilities for the project management, engineering, procurement and construction of infrastructure and equipment needed to transport brackish water to the Palo Verde Generating Station (PVGS) and enable PVGS to receive and use said brackish water; and (2) The assignment of responsibilities for costs incurred under the Agreement.

The total cost for this phase, to be paid by Goodyear and WRD, is \$15,925,400. WRD’s total share of this phase is \$6,769,200.

BENEFITS:

This project offers Buckeye the ability to dispose of Reverse Osmosis brine discharge (rejected and unusable water) from the water treatment process to the Water Reclamation Supply System rather than having to manage the brine ourselves or discharging it to the sewer system. The Water Reclamation Supply System pipeline is conveniently located in central Buckeye and will be an ideal discharge point for Buckeye's Reverse Osmosis process brine discharge water.

FUTURE ACTION:

When the city is ready to discharge its brine waste stream to APS, additional Council actions will be requested by staff for the installation of the final pieces of equipment at the PVGS and operational

agreements with APS.

FINANCIAL IMPACT STATEMENT:

The total cost of this agreement is \$6,769,200.

CURRENT FISCAL YEAR TOTAL COST:

\$6,769,200

BUDGETED:

Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:

40003210-520006

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

ATTACHMENTS:

[PV and Municipal Brackish Water Agreement 2.24.25.pdf](#)

ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF GOODYEAR;

THE CITY OF BUCKEYE;

AND

ARIZONA PUBLIC SERVICE COMPANY

CONTRACT NUMBER:

PO NUMBER:

Table of Contents

1. PARTIES.....	1
2. RECITALS.....	1
3. DEFINITIONS.	3
4. ENTIRE AGREEMENT.	5
5. TERM.....	5
6. SCOPE.....	5
7. PRICE AND PAYMENT	6
8. FORCE MAJEURE.	7
9. SUBCONTRACTORS.....	8
10. CONFIDENTIALITY	8
11. INTELLECTUAL PROPERTY.....	8
12. TERMINATION.	8
13. DESIGNATED REPRESENTATIVE AND NOTICE.....	9
14. TITLE AND RISK OF LOSS.....	9
15. INDEMNIFICATION.....	10
16. LIMITATION OF LIABILITY/EXCLUSION OF CERTAIN DAMAGES.	10
17. INSURANCE.....	11
18. AMENDMENTS AND CHANGE NOTICES.	11
19. MISCELLANEOUS.	11
20. EXECUTION.....	13
APPENDIX A – ESTIMATED COST	A-1
APPENDIX B – SCOPE OF WORK	B-1
APPENDIX C – CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT	C-1

1. PARTIES.

This Engineering Procurement and Construction Agreement by and between CITY OF GOODYEAR, a municipal corporation formed under the laws of Arizona (“**Goodyear**”), CITY OF BUCKEYE, a municipal corporation formed under the laws of Arizona (“**Buckeye**”) (individually “**Municipality**” and collectively the “**Municipalities**”) and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“**APS**” or “**Company**”), having its principal place of business at 400 North 5th Street, Phoenix, Arizona 85004, acting on its own behalf and as operating agent for the PVGS Participants and for the benefit of Pinnacle West Capital Corporation, is for the work described herein that will allow the Municipalities to deliver Brackish Water to the Palo Verde Generating Station (“**PVGS**” or “**Palo Verde**”) through the Water Reclamation Supply System (“**WRSS**”) pipeline and the entry of agreements between APS and each of the Municipalities that allow for such deliveries and is effective March 7, 2025 (the “**Effective Date**”).

2. RECITALS.

- A. WHEREAS, PVGS is a nuclear power plant, co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority, and Los Angeles Department of Water & Power.
- B. WHEREAS, PVGS has Nuclear Regulatory Commission approved operating licenses for nuclear Units 1, 2, and 3 which expire in 2045, 2046, and 2047 respectively.
- C. WHEREAS, PVGS uses cooling water from municipal effluent delivered via the WRSS pipeline that runs through the municipal boundaries of Goodyear and Buckeye; the water is delivered to the PVGS Water Resources Facility (“WRF”) where it is treated, stored, used for cooling and discharged into evaporation ponds.
- D. WHEREAS, APS also provides cooling water from its WRF to the Redhawk Power Generation Station located in Arlington, Arizona (“Redhawk”).
- E. WHEREAS, the WRSS pipeline is accessible from Goodyear’s existing and/or future water treatment and reclamation facilities and from Buckeye’s existing and/or future water treatment and reclamation facilities.
- F. WHEREAS, APS is the Operating Agent of PVGS including the WRSS pipeline and WRF, which operates for the benefit of the Participants.
- G. WHEREAS, because of the rising costs of effluent being used as cooling water, APS is interested in pursuing alternative sources of cooling water.
- H. WHEREAS, Goodyear and Buckeye are seeking to dispose of the reject stream from reverse osmosis treatment of groundwater.
- I. WHEREAS, additionally, Goodyear is seeking to dispose of some or all of water discharged from cooling towers of industrial users operating in Goodyear into the WRSS pipeline to be conveyed to PVGS WRF for use as cooling water.
- J. WHEREAS, in August 2022, Goodyear, Buckeye and the Company entered into that certain agreement titled *Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline*, which was amended in March 2024 by that certain agreement titled *First Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water*

into the *Water Reclamation Supply System Pipeline*, and subsequently amended in 2024 by that certain agreement titled *Second Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline* (collectively referred to as the “**Initial Brackish Water Agreement**”), pursuant to which the Municipalities provided the funding for (i) design work, (ii) certain construction services, and (iii) purchase of certain long-lead time equipment.

- K. WHEREAS, APS reaffirms its obligations in the Initial Brackish Water Agreements set forth in Section 4 (Commitment to Future Agreement) regarding the entry of Long-Term Agreements with the Municipalities, Section 5 (Third Party) prohibiting APS from accepting reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities (“**Additional Brine Owners**”) if doing so will result in either Municipality not being able to deliver the agreed upon amounts of Brackish Water, which will be specified in the Long-Term Agreement or Long-Term Agreements, and Section 6 (Entry Fee), which requires APS to collect contributions from Additional Brine Owners to reimburse Goodyear and Buckeye a percentage of the cost of the improvements paid for by Goodyear and Buckeye under the Initial Brackish Water Agreements before allowing Additional Brine Owners to deliver reject streams from reverse osmosis treatment of groundwater or any other streams of water into the WRSS remain in effect and agrees that the costs used in determining the Entry Fee shall be based on the total costs invoiced under the Initial Brackish Water Agreement and this Agreement (excluding costs for work solely for the benefit of Goodyear). APS further agrees that these obligations shall survive the expiration or earlier termination of this Agreement, unless this Agreement is terminated for cause.
- L. WHEREAS, the Parties wish to enter into this Agreement to address the:
- i. remaining engineering, design, construction and procurement of equipment and related services relating to work required to allow APS to deliver cooling water to Red Hawk that includes the Brackish Water the Municipalities will be delivering to PVGS;
 - ii. work required for Goodyear Interconnections to the WRSS pipeline;
 - iii. preparation of the PVGS to begin receiving brackish water from Municipalities; and
 - iv. commitment to further good-faith negotiations to enter into long-term agreements that allow Buckeye and Goodyear to deliver Brackish Water to PVGS through the WRSS pipeline to be used as cooling water for PVGS.
- M. WHEREAS, the Parties intend for this Agreement to set forth the following:
- i. Responsibilities for project management, engineering, procurement, and construction of the infrastructure and equipment needed to transport Brackish Water to PVGS and enable PVGS to begin receiving and using such Water delivered by the Municipalities;
 - ii. Responsibilities for project management engineering, procurement, and construction for infrastructure necessary to offset the impacts to Redhawk Generating Station that are anticipated from the delivery of Brackish Water from the Municipalities to the WRSS (this Recital M subsections i and ii are collectively the “**Project**”);
 - iii. Responsibilities for payment of costs incurred in undertaking the Project; and
 - iv. Other terms associated with the Project.

3. DEFINITIONS.

Terms not defined elsewhere in this Agreement have the following meanings:

“Agreement” means the terms and conditions set forth in this document and its appendices, together with any attachments, exhibits, revisions, and supplements.

“Applicable Law” means all applicable laws, statutes, ordinances, rules, and regulations of any governmental authority (including, without limitation, city, county, state, federal, and tribal governmental authorities), including, without limitation, all privacy and data protection laws, Trade Control Laws, statutes, ordinances, rules, and regulations.

“Brackish Water” means the (A) reject stream from reverse osmosis treatment of groundwater delivered from Goodyear and Buckeye to PVGS through the WRSS Pipeline, and (B) water from cooling towers of industrial users operating in Goodyear delivered from Goodyear to PVGS through the WRSS Pipeline for use as cooling water, with the Brackish Water delivered from Goodyear expected to have Total Dissolved Solids (“**TDS**”) levels ranging between 6,000 and 8,000 mg/l and the Brackish Water delivered from Buckeye expected to have TDS levels ranging between 9,000 and 15,000 mg/l.

“Business Day” means Monday through Friday excluding US federal holidays.

“Claim” means any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character.

“Company Property” means Company’s tools, equipment, data, facilities, or Company Cyber Assets.

“Confidential Information” means all nonpublic information about Company or any third-party contractor including, without limitation, reports, data, specifications, know-how, strategies, technical data, processes, business documents, market research, customer, employee or client information and lists, Company Intellectual Property, CDA Information, Covered Information, Restricted Information, and all other information concerning the business and affairs of Company. Any reproduction of Company Confidential Information is Confidential Information to the same extent as any original.

“Entry Fee” means the fee that APS shall charge any other entities that want to deliver reject streams from reverse osmosis treatment of groundwater or other streams of water to PVGS for use as cooling water (“Additional Brine Owners”), which Fee is to be calculated using the formula below:

$$\text{Entry Fee} = P \div N$$

P = the total costs invoiced under this Agreement and the Initial Brackish Water Agreement, except for those costs identified as the sole responsibility of Goodyear

N = 2 + the number of Additional Brine Owners that have contracted to begin delivering water to PVGS

So, for example, if the total cost invoiced under this agreement is \$15 million, the first Additional Brine Owner’s Entry Fee will be calculated as follows:

$$\text{Entry Fee} = 15,000,000 \div (2+1) \text{ So the Entry Fee for each party (Goodyear, Buckeye and the Additional Brine Owner)} = \$5,000,000$$

“Force Majeure” means an unforeseeable event beyond the reasonable control of, and not the fault of nor caused by any negligence of, the affected party and which the affected party is unable to overcome by the exercise of its reasonable diligence. Force Majeure may include the following: a restraint imposed by government, act of a public enemy, war, blockade, insurrection, riot, act of God, pandemic, epidemic, landslide, earthquake, fire, storm, lightning, and flood. Force Majeure events do not include strikes, work stoppages, interruption to Supplier’s supply chain, or economic hardship.

“Indemnatee” means the indemnified party and the officers, directors, employees, agents, advisors, representatives, affiliates, successors, and assigns of the indemnified party.

“Intellectual Property” means any United States and foreign: (A) patents and patent applications, inventions and improvements thereto; (B) trademarks, service marks, trade names, trade dress, logos, business and product names, and registrations and applications for registration thereof; (C) copyrights and registrations thereof; (D) trade secrets and confidential or proprietary information including, without limitation, processes, methods, designs, formulae, know-how, and models; and tangible embodiments of any of (A) through (D) in any form or medium.

“Long-Term Agreement” means the long-term agreements discussed in the Initial Brackish Water Agreement, not to exceed the life of operating licenses for the PVGS operating units, APS is to enter with each Municipality that requests an agreement, that will allow the requesting Municipality to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The long-term agreement(s) will be on mutually acceptable terms between the Company and the Municipality, but are to include a requirement that the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay Operating and Maintenance Costs to cover APS’s additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the Operating and Maintenance Costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the 10/28/2021 Brine Management Report be encountered following placing the system in- service. The Long-Term Agreement, if entered into by the Parties, will also provide that APS will not accept reject streams from reserve osmosis treatment of groundwater or any other streams of water from other entities (“Additional Brine Owners”) if doing so will result in Goodyear not being able to deliver up to 3.3 mgd of Brackish Water into the WRSS (Goodyear’s Build-Out Flows) and/or Buckeye not being able to deliver up to 1.1 mgd of Brackish Water into the WRSS (Buckeye’s Build-Out Flows). This provision shall survive the expiration of this Agreement.

“Losses” means all liabilities, losses, damages, fines, penalties, costs, and expenses, of any kind or nature, whether or not covered by insurance, inclusive of reasonable attorneys’ fees and expenses incurred in the investigation, defense, or enforcement of a party’s rights under this Agreement.

“Participants” means entities participating with Company, as owners, leaseholders, or tenants in common, in Company’s operations or other facilities related to this Agreement and each additional entity who may acquire an ownership or leasehold interest in these facilities, or any other facility owned in whole or part or operated by Company. When entering into this Agreement for Participants, Company is acting as their agent.

4. ENTIRE AGREEMENT.

- 4.1 Entire Agreement. This Agreement contains the final and complete understanding between the parties for and supersedes all prior and contemporaneous communications pertaining to the Project. The Initial Brackish Water Agreement remains in full force and effect; however, the Entry Fee contemplated in Section 6 of that Initial Brackish Water Agreement is adjusted in the Recitals and Definitions of this Agreement to include additional costs.
- 4.2 Appendices. This Agreement includes all documents attached hereto or incorporated by reference, including:

Appendix A	Estimated Costs
Appendix B	Scope of Work
Appendix C	Confidentiality & Non-Disclosure Agreement

5. TERM.

- 5.1 This Agreement shall have a term that commences upon the Effective Date and expires upon:
- completion of the Work (estimated to be within twenty-four (24) months of the Effective Date of this Agreement);
 - the dissemination to the Parties of the work product produced, including all reports and all information and/or conclusions specific to such Parties; and
 - full satisfaction of the Municipalities' payment obligations hereunder.

6. SCOPE.

- 6.1 Company will provide project management and undertake the elements of the Project set forth in the Scope of Work, Appendix B. Company will invoice the Municipalities for the costs incurred under the Scope of Work, and the Municipalities will reimburse Company for those invoiced costs in accordance with Section 7, Price and Payment.
- 6.2 Goodyear and Buckeye will each be solely responsible for engineering, procurement, maintenance, and construction of the infrastructure from their respective systems to the Palo Verde Trust 530 pipeline easement. The Municipalities will also be responsible for cooperating with PVGS, including but not limited to communications, testing, and validation to support the Project.
- 6.3 Bradley Berles, Senior Director, PVGS Water Strategy, shall serve as the point of contact between the Parties with respect to the completion of the Project and the administration of the Initial Brackish Water Agreement and this Agreement. If Bradley Berles is not available as the point of contact for a continuous period exceeding 30 calendar days, Company shall immediately notify the Municipalities of same and shall identify a new point of contact.
- 6.4 APS will enter into good faith negotiations for a Long-Term Agreement, with Goodyear and with Buckeye, with the Goodyear negotiations commencing no later than forty-five (45) days after the Effective Date of this agreement. The Long-Term Agreements are not to exceed the life of operating licenses for the PVGS operating units, with each Municipal Party that requests an agreement, to allow the Municipal Party or

Municipalities to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The agreement(s) will be on mutually acceptable terms, but will include a requirement that the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay operating and maintenance costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the operating and maintenance costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the brine study be encountered following placing the system in-service. If no reasonably unacceptable or significant, unexpected conditions were identified and APS declines to enter into good faith negotiations for the Long-Term Agreement referenced above, or after good faith negotiations by both Parties a Long-Term Agreement cannot be executed, APS agrees (a) to reimburse each Municipal Party for the costs it incurred under this Agreement, and (b) to not accept reject streams from reverse osmosis treatment of groundwater or any other Brackish Water streams from any third party for a period of three (3) years following the Effective Date. The Parties agree that the remedy prescribed by this Section 6 shall be the Municipalities' sole and exclusive remedy for APS's refusal to enter into good faith negotiations for the long-term agreement described herein.

- 6.5 The Long-Term Agreement(s), if entered into by the Parties, will also provide that APS will not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities ("Additional Brine Owners") if doing so will result in Goodyear not being able to deliver Goodyear's Build-Out Flows and/or Buckeye not being able to deliver Buckeye's Build-Out Flows. This term shall survive the expiration or earlier termination of this Agreement unless this Agreement is terminated for cause.

7. PRICE AND PAYMENT.

- 7.1 Price of Goods and Services. As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement, except for costs that are incurred for Goodyear's sole benefit as estimated in Table 1 of Appendix A. Goodyear will be solely responsible for paying the full costs incurred for its sole benefit. The Municipalities will each pay 50% of all other actual costs incurred under this Agreement, as estimated in Table 2 and Table 3 of Appendix A. As set forth in Appendix A, the expected cost for Goodyear is \$9,223,200.00 and \$6,769,200.00 for Buckeye. However, if one Municipality fails to pay for its share of the costs, the total cost of the Work under this Agreement could be \$16,000,000.00 for Goodyear or \$13,600,000.00 for Buckeye. In the case that the total cost of Work is expected to exceed these stated amounts, APS will obtain approval from the Municipality(ies) before proceeding with the Work. If additional costs, in excess of the amounts stated above, are necessary to complete work for the benefit of one Municipality, Company and that Municipality may enter into a separate agreement to authorize that additional cost. Price estimates are provided in Appendix A, and the total cost of the Work under the Agreement is estimated to be \$16,000,000.00. APS represents that it will not seek and shall not be entitled to double recovery for any of the Work performed under this Agreement.
- 7.2 If one Municipality fails to for its share of the costs as set forth in Section 7.1 above (the "Non-Paying Municipality") and the other Municipality pays those costs (the "Paying Municipality"), the Parties agree that the Paying Municipality shall be entitled to a limited increased volume of Brackish Water it can deliver to PVGS to offset the amount that the Non-Paying Municipality was expected to deliver to PVGS. Specifically, the limitation on the increased amount of water each Municipality could deliver to the WRSS is determined

by the source water quality. For example, 1mgd of 7,000 mg/l TDS water is not equivalent to 1mgd of 12,000 mg/l TDS water. This term shall survive the expiration or earlier termination of this Agreement unless this Agreement is terminated for cause.

- 7.3 Invoicing. APS shall submit invoices to the Municipalities billing each Municipal Party 50% of the cost of the Work; however, for interconnections into the WRSS or equipment that only benefit one of the two Municipalities, APS shall only invoice the Municipality that benefits from the interconnection for the costs associated with the procurement, construction, and other activities that support that interconnection. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by its subcontractor. Invoices must be submitted to:

City of Goodyear
Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

City of Buckeye
Water Resources Accounts Payable
21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326

- 7.4 Payment Terms. The Municipalities shall pay amounts due to APS within thirty (30) days following the receipt of an invoice. Such payments shall be submitted to:

Arizona Public Service Company
P.O. Box 53920, Mail Station 9996
Phoenix, AZ 85072-3920

8. FORCE MAJEURE.

- 8.1 Force Majeure. In the event of a Force Majeure, the affected party will: (A) promptly notify the other party in writing of any causes or circumstances claimed to constitute a Force Majeure event, the obligations that will be affected by such Force Majeure event, the measures taken or to be taken to minimize the impact thereof, the schedule for implementation of those measures, the anticipated duration of the failure to perform or delay, and evidence supporting the claimed Force Majeure event; and (B) use reasonable best efforts to mitigate the effect of such failure to perform or delay and to remedy the impact of the Force Majeure event. In no event will the Municipalities' failure to satisfy their respective payment obligations under this Agreement constitute a Force Majeure. The time for performance will be extended by a period of time equal to the time lost due to Force Majeure event or other period agreed upon by the parties.
- 8.2 Extended Force Majeure. If the cumulative period of the delay equals or exceeds thirty (30) calendar days or the non-affected party determines the delay has a significant adverse effect on its operations, the non-affected party may terminate this Agreement without further liability. If possible, the affected party will offer partial performance of its obligations, which the non-affected party may accept or refuse.

9. SUBCONTRACTORS.

APS may subcontract any part of the Scope of Work without prior written approval from the Municipalities. This Agreement will not create any contractual relationship between the Municipalities and any subcontractor of Company. Company will be responsible for its subcontractor's compliance with this Agreement.

10. CONFIDENTIALITY.

The Parties' obligations regarding confidentiality are governed by the provisions of the non-disclosure agreement attached hereto as Appendix C.

11. INTELLECTUAL PROPERTY.

11.1 Pre-existing Intellectual Property. Rights to any and all intellectual property conceived, authored, made, or reduced to practice by any Party prior to performing under this Agreement, are and will remain that Party's property.

11.2 New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor shall be provided and/or licensed to the Municipalities upon their request, unless it contains confidential information about APS, the Participants, or their facilities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor as works for hire.

12. TERMINATION.

12.1 Termination for Safety. If at any time one of the Parties fails to perform the Work provided for in this agreement in a safe and acceptable manner in accordance with the Palo Verde Safety Manual, (available under the Resources tab at the following website: <https://www.aps.com/en/About/Our-Company/Doing-Business-with-Us#Resources>), as determined by a Party in its sole discretion, then the Party that identified the safety issue may suspend this Agreement for up to ninety (90) days or terminate the Agreement immediately, and without prior notice.

12.2 Termination for Cause. Either party may terminate this Agreement, if the other party is in material breach of this Agreement and such breach continues uncured for a period of forty-five (45) calendar days following receipt of written notice from a non-breaching party. In the case that the terminating Party is a Municipality, the Municipality may terminate its own participation in this Agreement, but the other Municipality and Company may choose not to terminate this Agreement as between themselves.

12.3 Termination in the Event of an Early PVGS Plant Closure. In the event that one or more PVGS Units terminates operation before the Agreement expires, APS may terminate the Agreement.

12.4 Settlement for Work or Performance Completed Prior to Termination. Upon termination of this Agreement, amounts due for the Scope of Work already completed and any procurement already completed, or in process, will be invoiced to the Municipalities in a final invoice and the Municipalities will make a final payment in the amount invoiced, unless Section 12.4.1 below is triggered.

12.4.1 In the case of Termination in the Event of an Early PVGS Plant Closure under Section 12.3; Termination for Cause by the Municipalities under Section 12.2; or Termination for Safety due to

a safety related condition that APS fails to cure under 12.1, Company shall reimburse Goodyear and Buckeye for the costs each incurred under this Agreement, the Initial Brackish Water Agreement and all of the amendments to the Initial Brackish Water Agreement and Company shall not accept reject streams from reverse osmosis treatment of groundwater or any other Brackish Water streams from any third party for a period of three (3) years following the termination. Such reimbursement shall not allow for double recovery by the Municipalities under this Agreement and the Initial Brackish Water Agreement.

12.4.2 The Company, Subcontractors and Participants will have no Claim and will receive no payment for Work that is unperformed. These provisions 12.4, 12.4.1 and 12.4.2 shall survive the expiration or earlier termination of this Agreement.

13. DESIGNATED REPRESENTATIVE AND NOTICE.

13.1 All communications relating to the day-to-day activities under this Agreement will be between the designated representatives named in Appendix B. Any other notices required under this Agreement shall be sent by certified mail, return receipt requested or a reputable courier service, and email, to the individuals identified below or to any other addresses a party may designate in writing and deliver in a like manner. Notices will be effective on the date the certified mail or reputable courier service is delivered.

Goodyear: Barbara Chappell Water Services Director 4980 S. 157 th Ave. Goodyear, AZ 85338 Barbara.Chappell@goodyearaz.gov	Buckeye: Terry Lowe Director, Water Resources Department 21749 W Yuma Rd., Suite 107 Buckeye AZ 85326 tlowe@buckeyeaz.gov	APS: Pall Hopkins Director, PVGS Water Resources Pall.Hopkins@aps.com and Bradley Berles Senior Director, PVGS Water Strategy Bradley.Berles@aps.com 5871 S. Wintersburg Rd, MS 6215 Tonopah AZ 85354
With a copy to: Roric Massey Goodyear City Attorney 1900 No. Civic Square Goodyear, AZ 85395 Roric.Massey@goodyearaz.gov	Buckeye: Scott McCoy Buckeye City Attorney City Attorney's Office 530 E Monroe Ave Buckeye AZ 85326 smccoy@buckeyeaz.gov	APS: lawdept@apsc.com 400 North Fifth Street, MS 8695 Phoenix, AZ 85004 Attn: General Counsel

14. TITLE AND RISK OF LOSS.

Goods. Title to interconnection, improvements or alterations to the WRSS or PVGS and any equipment or materials purchased or installed as a part of the Scope of Work and Project will belong to APS and the Participants, provided, however that the infrastructure from the Municipalities' respective systems to the Palo Verde Trust 530 pipeline easement shall belong to that Municipality.

15. INDEMNIFICATION.

15.1 Except as provided herein, and to the extent permitted by law, the Municipalities agree to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider(s) that arise from, are alleged to have arisen from, or are related to APS' role as project manager for the Work under this Agreement set forth in Appendix B attached hereto and incorporated herein by this reference, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was (i) in accordance with APS' obligations and authority under this Agreement or (ii) otherwise in the best interests of the Municipalities (the "Indemnification"). Provided, however, that Buckeye is not subject to Indemnification for Goodyear Interconnections to the WRSS set forth in *Section 1* of Appendix B. The Indemnification provided herein does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility unless such damage is the result of either Municipalities' actions or their agents in connecting its facilities to the WRSS, in which case the Municipality causing such damage shall be responsible for indemnifying APS for such damage; (iii) damage to any Redhawk equipment and/or Redhawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach. This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees, of any such claim. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under this Agreement, except to the extent that any Party can prove actual prejudice from such delay.

15.2 Indemnification for Municipality Actions. To the fullest extent permitted by law, each Municipality will indemnify, defend, and hold harmless any APS indemnitee for, from and against any and all losses that any APS indemnitee may incur in connection with any claim arising out of, or resulting from, any of the following:

- i. Any harm, injury, or death to any person, or any damage or destruction of any tangible third-party property, if caused in whole or in part by the negligence of Municipality or agents in connecting its facilities to the WRSS;
- ii. Any actual or alleged violation of applicable law by Municipality; or
- iii. The failure by Municipality to timely pay any required taxes, assessments, or contributions (collectively, "Loss").

15.3 This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under the Agreement, except to the extent that any Party can prove actual prejudice from such delay.

16. LIMITATION OF LIABILITY/EXCLUSION OF CERTAIN DAMAGES.

Unless otherwise provided for in this Agreement, no Party will be liable to another Party for any indirect, consequential, special, or punitive damages or lost profits in connection with this Agreement. The foregoing notwithstanding, to the extent that one Party is entitled to indemnification from the other Party under Section 15, in connection with a third-party claim, any damage awarded to the third party (direct, consequential, or otherwise),

will be deemed to be direct damages of the indemnified Party, for which the indemnifying Party will be liable. All rights and remedies of the parties are cumulative, and not exclusive.

17. INSURANCE.

17.1 Each Municipality will maintain the following insurance levels:

- i. Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate.
- ii. Workers' Compensation - \$1,000,000 per accident and per employee for bodily injury/disease.
- iii. Commercial Automobile Liability - \$1,000,000 per accident covering the respective Municipality's use of Municipality's owned, hired, or non-owned vehicles, in connection with the Agreement.
- iv. Umbrella/Excess Liability - \$5,000,000 per occurrence and annual aggregate above the coverage in the policies listed above.

17.2 The Municipalities will add Company as an additional insured for the above policies; and waive, and require their insurers to waive, rights of subrogation against Company and the Palo Verde Participants.

17.3 If the Municipalities choose to use self-insurance and retentions, such self-insurance and retentions (1) are the sole responsibility of Municipalities; and (2) must provide Company and the Palo Verde Participants all the benefits that would otherwise be available and provided under an insurance policy, including, but not limited to, the defense of claims.

17.4 The Municipalities will provide evidence of the policies listed above if requested by Company and will provide prompt notice of any policy cancellations to Company.

18. AMENDMENTS AND CHANGE NOTICES.

18.1 Amendments. Any amendment to this Agreement must be in a writing signed by all three Parties.

18.2 Change Notices. Any change to the Scope of Work, price, or schedule must be made using a change notice. All changes, including any adjustment to Price or Schedule shall be mutually agreed upon by all Parties and authorized in a Change Notice pursuant to the terms of this Agreement before commencement of the change.

18.3 Suspension. Company may suspend this Agreement, or any portion thereof in its sole discretion if such a suspension is required for safety, operational requirements of the WRSS or related Palo Verde or Redhawk systems, or failure of one or more Municipalities to make timely payments of invoices. Upon Company's suspension of any portion of this Agreement, it will mitigate costs to the Municipalities and otherwise preserve and protect any work or performance in progress. The suspension will be lifted when the event or events that caused it are cured or otherwise remedied.

19. MISCELLANEOUS.

19.1 No Waiver. No statement, course of conduct, course of dealing, or other action will be construed as a waiver. Any waiver must be in writing and signed by the party granting the waiver.

- 19.2 No Joint Venture. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between the Parties. No Party shall make any statement or take any action that is inconsistent with the provisions of this section. It is understood and agreed that the management and control of the contracts between APS and the Service Provider shall remain, at all times, under the exclusive control of those entities.
- 19.3 Assignment. The Municipalities will not assign its rights or delegate its duties under this Agreement without the prior written consent of APS, which APS may withhold at its sole discretion. Any assignment or delegation by the Municipalities in breach of this provision is void.
- 19.4 Survival of Obligations and Liabilities. Termination or expiration of this Agreement shall not relieve any Party of any obligation that expressly or by implication survives termination or expiration, including but not limited to: Indemnification, Limitation of Liability, Confidentiality, Governing Law, Dispute Resolution, and Attorneys' Fees.
- 19.5 Third Party Beneficiaries. All benefits, rights, and remedies of Company under this Agreement shall also inure to the benefit of the Participants. Except as specifically provided for herein, this Agreement does not create any rights exercisable by any third party.
- 19.6 Governing Law. This Agreement will be governed by and interpreted under Arizona law, without regard to any conflict of law principles. Any legal suit, action or proceeding arising directly or indirectly out of this Agreement will be initiated in state or federal court in Maricopa County, Arizona. The Municipalities voluntarily waive their claims of sovereign or governmental immunity from claims and liabilities arising under this Agreement to the extent permitted under law.
- 19.7 Dispute Resolution. In the event of a dispute, a representative of each Party to the dispute who has the authority to resolve the dispute will meet within fourteen (14) days after either Party gives the other Party written notice of the dispute. The Parties to the dispute shall use their reasonable best efforts to resolve the dispute. If the Parties do not reach a resolution within sixty (60) days following the first meeting of the Parties, either Party may pursue litigation or – if applicable pursuant to Arizona Revised Statutes §§ 12-133, 12-1518, *et. seq.*, or other applicable law -- arbitration. Notwithstanding the foregoing, either Party may bring an immediate suit for breach of the confidentiality obligations of this Agreement. If a dispute becomes the subject of litigation, each Party waives its right to a jury trial.
- 19.8 Attorneys' Fees. The prevailing Party in any proceeding will be entitled to recover its reasonable attorneys' fees, and associated costs and expenses.
- 19.9 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement will remain in full force and effect.
- 19.10 Interpretation. This Agreement will be interpreted without regard to factors such as the party who prepared it or the relative bargaining power of the parties.
- 19.11 Other Water Streams. No provision of this agreement or any other agreement between the parties, is intended to preclude Palo Verde from procuring additional water in the future with a lower TDS than 1750 mg/l, so long as doing so does not limit the WRSS capacity available to Goodyear or Buckeye as contemplated in this agreement.

20. EXECUTION.

This Agreement may be executed using two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Agreement. This Agreement shall be deemed executed and delivered upon the exchange of executed scanned signature pages transmitted by electronic mail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Wynette Reed, City Manager

ATTEST City of Goodyear:

Acting City Clerk – Jasmine Pernicano

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY OF BUCKEYE

SIGNATURE: _____
Eric W. Orsborn, Mayor

ATTEST City of Buckeye:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

APPENDIX A – ESTIMATED COST

Table 1: Goodyear Site 12 & Bullard Water Campus (Goodyear Funding ONLY)			
Item	Estimated Cost	Goodyear's Estimated Costs	Buckeye's Estimated Costs
Procurement	N/A	N/A	N/A
Bullard Water Campus Construction	\$ 525,000	\$ 525,000	\$ -
WRSS Internal Protective Coatings (Bullard Water Campus - 2024)	\$ 300,000	\$ 300,000	\$ -
WRSS Internal Protective Coatings (Site 12 - 2025)	\$ 300,000	\$ 300,000	\$ -
WRSS Internal Coating Applications Support (chlorination/ventilation/monitoring)	\$ 18,000	\$ 18,000	\$ -
Engineering Services	\$ 42,000	\$ 42,000	\$ -
WR Engineering, Operations & Enviro.	\$ 40,000	\$ 40,000	\$ -
WR Water Chemistry Analysis	\$ 9,000	\$ 9,000	\$ -
WR Transportation	\$ 8,400	\$ 8,400	\$ -
WR Construction Safety Representation	\$ 9,600	\$ 9,600	\$ -
WR Construction Support	\$ 51,000	\$ 51,000	\$ -
WR Project Management	\$ 72,000	\$ 72,000	\$ -
Contingency (20%)	\$ 275,000	\$ 275,000	\$ -
Total:	\$ 1,650,000	\$ 1,650,000	\$ -

Table 2: Enhanced Evaporation - Minetek (Mechanical Evaporators)

Item	Estimated Cost	Goodyear's Estimated Costs Without Buckeye's Participation	Buckeye's Estimated Costs Without Goodyear's Participation
Procurement	\$ 120,000	\$ 120,000	\$ 0
(One Additional) Minetek 600/300 Evaporator Unit	\$ 550,000	\$ 550,000	\$ 0
Civil Construction	\$ 209,000	\$ 209,000	\$ 209,000
Electrical Infrastructure	\$ 600,000	\$ 600,000	\$ 600,000
Equipment and Containment Installation	\$ 192,000	\$ 192,000	\$ 192,000
Electrical Installation (for 2 evaporators)	\$ 40,000	\$ 40,000	\$ 40,000
Mechanical Installation	\$ 70,000	\$ 70,000	\$ 70,000
Startup & Commissioning	\$ 18,000	\$ 18,000	\$ 18,000
Operation & Maintenance Activities	\$ 70,000	\$ 70,000	\$ 70,000
WR Engineering & Operations	\$ 40,000	\$ 40,000	\$ 40,000
WR Water Chemistry Analysis	\$ 11,000	\$ 11,000	\$ 11,000
WR Transportation	\$ 8,400	\$ 8,400	\$ 8,400
WR Construction Safety Representation	\$ 19,200	\$ 19,200	\$ 19,200
WR Construction Support	\$ 68,000	\$ 68,000	\$ 68,000
WR Project Management	\$ 96,000	\$ 96,000	\$ 96,000
Environmental and Permitting	\$ 30,000	\$ 30,000	\$ 30,000
PV Survey	\$ 10,000	\$ 10,000	\$ 10,000
Contingency (20%)	\$ 430,320	\$ 430,320	\$ 296,320
Total:	\$ 2,581,920	\$ 2,581,920	\$ 1,777,920

Table 3: Redhawk Return Line (RRL)

Item	Total Estimated Cost	Goodyear's Estimated Costs Without Buckeye's Participation	Buckeye's Estimated Costs Without Goodyear's Participation
Procurement	N/A	N/A	N/A
Redhawk Return Line Construction and installation on Redhawk Property	\$ 4,700,000	\$ 4,700,000	\$ 4,700,000
Redhawk OSSV Engineering Services	\$ 75,000	\$ 75,000	\$ 75,000
Redhawk Return Line Construction and installation on Palo Verde Property	\$ 4,200,000	\$ 4,200,000	\$ 4,200,000
Palo Verde OSSV Engineering Services	\$ 101,000	\$ 101,000	\$ 101,000
Quality Assurance	\$ 78,000	\$ 78,000	\$ 78,000
WR Engineering & Operations	\$ 40,000	\$ 40,000	\$ 40,000
WR Water Chemistry Analysis	\$ 9,000	\$ 9,000	\$ 9,000
WR Transportation	\$ 29,400	\$ 29,400	\$ 29,400
WR Construction Safety Representation	\$ 68,000	\$ 68,000	\$ 68,000
WR Construction Support	\$ 180,000	\$ 180,000	\$ 180,000
WR Project Management	\$ 240,000	\$ 240,000	\$ 240,000
PV Environmental	\$ 30,000	\$ 30,000	\$ 30,000
Easement (Temporary Construction and Permanent Expansion)	\$ 26,000	\$ 26,000	\$ 26,000

Table 3 (continued): Redhawk Return Line (RRL)

County Permit (for crossing under Elliot Road)	\$ 4,000	\$ 4,000	\$ 4,000
Dust Control - Block Permit	\$ 3,000	\$ 3,000	\$ 3,000
PV & 811 Survey	\$ 17,000	\$ 17,000	\$ 17,000
Contingency (20%)	\$ 1,960,080	\$ 1,960,080	\$ 1,960,080
Total:	\$ 11,760,480	\$ 11,760,480	\$ 11,760,480

Totals if Each Municipality Pays for its Share¹

Grand Total: \$ 15,992,400

Goodyear's Total: \$ 9,223,200

Buckeye's Total¹: \$ 6,769,200

¹ If one Municipality fails to pay its portion of the costs under the contract, then the total estimated cost for the other Municipality is as follows: Goodyear -- \$15,992,400.00 and Buckeye -- \$13,538,400.00. If each Municipality pays for its share as contemplated under this Agreement, the cost to Goodyear is estimated to be \$9,223,200 and the cost to Buckeye is estimated to be \$6,769,200.

APPENDIX B – SCOPE OF WORK

APS shall undertake and perform project management, design, engineering, procurement, construction, or related activities, or subcontract such activities, in order to accomplish the following scope of work:

1. Goodyear Interconnections to the WRSS

Modification of the existing interface between the WRSS and Goodyear's Bullard Campus include but not limited to:

- a. Project management, construction and installation of mechanical, electrical, and communications infrastructure for connecting Goodyear's Bullard Water Campus (BWC) brine supply pipeline to the WRSS pipeline.
- b. Internal WRSS pipeline coatings as a preventative measure against internal mortar corrosion at both Site 12 and BWC injection points.
- c. Associated procurement activities such as procurement of materials, equipment, labor, internal and external engineering and operations, water quality analysis, permitting and other governmental approvals.

2. Enhanced Evaporation

Obtaining, installing, and testing the enhanced evaporation technology needed to offset the additional water that will be sent to the Palo Verde Generating Station evaporation ponds as a result of introducing the brackish water from the Municipalities, including spare equipment as determined by Company in its sole discretion. Associated activities and project support include but are not limited to:

- a. Project management, construction and installation of mechanical, electrical, and other infrastructure for connecting and preparing to operate the Minetek and other equipment.
- b. Project management, construction and installation of environmental containment areas.
- c. Performance of acceptance, startup and commissioning, and functional testing.
- d. Interim operation and maintenance activities.
- e. Associated procurement activities such as procurement of equipment, materials, labor, internal and external engineering and operations; water quality analysis, permitting and other governmental approvals.

3. Redhawk Return Pipeline ("RRL")

Procurement and installation or construction of a return pipeline from Redhawk to Palo Verde Generating Station to accommodate the additional blowdown from Redhawk caused by the introduction of the brackish water from the Municipalities include but not limited to:

- a. Civil construction and installation of mechanical, electrical, and communications infrastructure to complete the RRL from Redhawk's brine concentrator tanks to the NW corner of their property line where the connection to PVWR's pipeline will be established.

- b. Project management, construction and installation of mechanical, electrical, and communications infrastructure to complete the RRL from PVWR's injection point to the Redhawk property connection point.
- c. Associated procurement activities such as procurement of materials, labor, internal and external engineering and operations; water quality analysis, permitting and other governmental approvals.
- d. Obtaining easement or right-of-way rights across real property to accommodate the siting, construction, and maintenance activities needed for the RRL.

(END APPENDIX B)

APPENDIX C – CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Confidentiality & Non-Disclosure Agreement

This Confidentiality & Non-Disclosure Agreement (“Agreement”), effective as of the Effective Date of the ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT to which this is incorporated as Appendix C, is between Arizona Public Service Company, an Arizona corporation (“APS”), in its capacity as co-owner and operating agent for Palo Verde Generating Station (“PVGS”), the City of Goodyear (“Goodyear”), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye (“Buckeye”), a municipal corporation formed under the laws of the state of Arizona. The parties to this Agreement may be referred to individually as a “Party” and collectively as the “Parties.”

Unless specifically set forth herein, all capitalized terms will have the same definition as provided in the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the “Project Agreement”) which was executed by and between APS, Goodyear, and Buckeye in August of 2022.

The Parties desire to retain one or more Service Providers for the purposes of completing the Work in furtherance of mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for Palo Verde Generating Station, and the Municipalities an alternative means for disposing of their Brackish Water (the “Purpose”). In furtherance of the Purpose, the Parties may acquire new or disclose existing confidential, trade secret, and proprietary information to one another and to one or more of the Service Providers. APS will be disclosing certain confidential and/or proprietary information relating to this Purpose and Service Provider will gather data related to this Purpose, both at PVGS and at wastewater treatment facilities owned or controlled by Goodyear or Buckeye (collectively, the “Confidential Information”).

Therefore, in reliance on the commitments and obligations set forth herein, the Parties agree as follows:

1. This Agreement governs Confidential Information disclosed or gathered by the Parties or Service Providers about the facilities owned or controlled by the Parties, consistent with the Purpose, following the Effective Date and until this Agreement is terminated through express written mutual consent of all of the Parties to this Agreement. The Parties may disclose one another’s Confidential Information to the Service Providers in writing, orally, visually, or in any other manner that is not amenable to writing, and as such is covered by the disclosure restrictions provided in this Agreement. Confidential Information may also be gathered by the Parties and the Service Provider through engineering field studies, laboratory analysis, or other measures, and as such is covered by the disclosure restrictions provided in this Agreement. The information, data, and analyses contained in any preliminary, draft, or final report, or other results of the Work shall be considered trade secret, proprietary, and confidential information, and as such shall be considered Confidential Information for the purposes of this Agreement.
2. No Party will use or disclose to any third party, except by express written authorization from a disclosing Party, any Confidential Information in any manner except for the Purpose, and will require that its employees and agents who have access to such Confidential Information maintain such information as strictly confidential subject to the same restrictions imposed by this Agreement. By way of example, but not limitation, no Party shall be allowed to use Confidential Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. All of the Parties’ obligations regarding any Confidential Information received pursuant

to this Agreement shall survive until such time as this Agreement is terminated through the mutual express written consent of the Parties to this Agreement.

3. A Party's obligations under paragraph 2 will not apply if the Party can show, with clear and convincing written evidence, that the Confidential Information received hereunder:
 - a) was already known to said Party prior to the time of first disclosure pursuant to the Purpose; or
 - b) at the time of disclosure, the information is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by a given Party; or
 - c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - d) is independently developed by a given Party by individuals without otherwise having access to such Confidential Information.
4. A Party's obligations under paragraph 2 will not apply under the following circumstances:
 - a) the Party is subject to Arizona's public records law and has received a request for public records under Arizona State Law that would apply to Confidential Information, provided however, the Party in question promptly notifies the other Parties of the request in advance of such disclosure to allow such Parties to file for a protective order with a court of competent jurisdiction. If the Party receiving a request for public records has not received evidence that a request for a protective order was filed with a court of competent jurisdiction within 30 days of the date of such notice, the Party that received the public records request shall disclose only that Confidential Information necessary to comply with said public records request. If a request for a protective order is filed, the Party will not release the records requested until ordered to do so by the court or until the case is dismissed; or
 - b) with regard to disclosure to a legal or regulatory authority, such disclosure is required to be disclosed by a given Party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the Party in question promptly notifies the other Parties in advance of such disclosure and discloses only that Confidential Information necessary to comply with said Order.
5. ALL INFORMATION FROM THE PARTIES IS PROVIDED, OR THAT IS GATHERED BY THE SERVICE PROVIDER, "AS IS" AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.
6. The Agreement will not be construed to create any obligation on the part of any Party hereto to retain the other Party's services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the Parties hereto.
7. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law, subject to the restrictions in paragraph 4(a) and 4(b) of this Agreement.
8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by each party, except that in the case of a conflict between this Agreement and the Project

Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

9. This Agreement shall be effective upon the latest date of execution by all Parties to the Agreement, and shall expire three years from, either the completion of the Work or the completion of any water treatment projects that result therefrom, if any, whichever is later, unless terminated earlier through mutual written amendment to this Agreement.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Julie Karins, City Manager

ATTEST City of Goodyear:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY OF BUCKEYE

SIGNATURE: _____
Eric W. Orsborn, Mayor

ATTEST City of Buckeye:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

(END APPENDIX C)

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/04/25	AGENDA ITEM: 4.H. WR - Extinguishment Credits Sale and Purchase Agreement
DATE PREPARED: 02/27/25	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 to approve the Water Rights Transaction Extinguishment Credits Sale and Purchase Agreement between the City of Buckeye and Estrella South LLC, an Arizona limited liability company; authorize the Mayor to execute and deliver said Agreement; and 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 Agreement.

SUMMARY

PROJECT DESCRIPTION:

Approval of this Extinguishment Credits (ECs) Sale and Purchase Agreement will allow the city to purchase 14,900 AF of Extinguishment Credits (EC) over a period of three (3) fiscal years, for a total cost of \$4,997,613.00. This final purchase price includes each \$250 conveyance fee to be paid by the City to ADWR. ECs are grandfathered groundwater rights that have been extinguished by the owner thereby creating a credit.

The Arizona Groundwater Management Act (GMA) requires all groundwater mined after 1996 to be replenished. ECs may be pledged to a CAWS, or a DAWS to help meet the GMA requirement. The City could pay the CAGRDR at a current cost of \$856 per acre-foot (AF) to meet groundwater obligations, whereas the average cost of the ECs through this purchase is \$330 per AF. Once designated, the ECs will be used to offset groundwater pumped within a designated area.

BENEFITS:

The credits purchased will be used to grow the City's water portfolio and to offset future groundwater pumping that the City would need to undertake when becoming designated. We will also be decreasing our reliance on the Central Arizona Groundwater Replenishment District (CAGRDR).

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:

The cost of this purchase over a period of three fiscal years will total \$4,997,613.00 for 14,900AF.

FY25 - \$1,008,250 (Tranche #1 -- 3,200 acre-feet)

FY26 - \$1,488,625 (Tranche #2 -- 4,500 acre-fee)

FY27 - \$2,500,738 (Tranche #3 -- 7,200 acre-feet)

Each Tranche is subject to funds-appropriation beginning in Fiscal Year 2024-2025; and notification to

Estrella South, LLC, of such appropriation.

CURRENT FISCAL YEAR TOTAL COST:

FY25 - \$1,008,250

BUDGETED:

Yes

FISCAL YEAR:

FY25

FUND/DEPARTMENT:

GL- 40003228-526024

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

ATTACHMENTS:

[Sale and Purchase Agreement- Estrella South.pdf](#)

[Procurement Determination- Estrella South LLC.pdf](#)

WATER RIGHTS TRANSACTION EXTINGUISHMENT CREDITS SALE AND PURCHASE AGREEMENT

This Extinguishment Credits Sale and Purchase Agreement is entered into as of the 4th day of March, 2025 (“Effective Date”), by and between the City of Buckeye, a municipal corporation of the State of Arizona (“Grantee”), and Estrella South LLC, an Arizona limited liability company (“Grantor”).

RECITALS

A. Pursuant to Arizona Revised Statutes (“A.R.S”) Title 45, Chapter 2, and Arizona Administrative Code (“A.A.C.”) R12-15-723, Grantor is the owner of those certain Extinguishment Credits (defined below) pursuant to conveyances of the credits that were approved by ADWR on November 1, 2021, in the amount of 17,997.05 acre-feet derived from Right No. 58-106640.0043 (the “Certificate”). Copies of the extinguishment documents issued by ADWR, and the letter from ADWR regarding the conveyance of the credits subject to this Agreement are attached hereto as **Exhibit “A”**.

B. Grantee desires to purchase a portion of the Extinguishment Credits (defined below) pursuant to R12-15-723(G) and in accordance with the terms and conditions of this Agreement.

C. Grantor desires to sell, convey and transfer to the Grantee, the Extinguishment Credits set forth in **Exhibit “A”**. Grantor and Grantee may be collectively referred to herein as the “Parties”, or individually as a “Party.”

NOW, THEREFORE, in consideration of the above Recitals, the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall mean:

“Acre Foot” or “AF” – means the volume of water necessary to cover one acre of surface area to a depth of one foot.

“ADWR” means the Arizona Department of Water Resources.

“Agreement” means this Extinguishment Credits Sale and Purchase Agreement.

“Date of Conveyance” means the date that ADWR acknowledges and affirms, in writing, that the transfer and conveyance of Extinguishment Credits from Estrella South LLC, an Arizona limited liability company, to the City of Buckeye has been accepted by ADWR and is complete and final.

“Extinguishment Credits” or “Credits” means the amount of fourteen thousand nine hundred (14,900) acre-feet of credits derived from the Certificate, which Credits are a portion of

the extinguishment credits identified on the Extinguishment Certificate set forth in **Exhibit “A”** hereto. Extinguishment credits, in general, are defined in Arizona Administrative Code 12 A.A.C. 15, specifically R12-15-701, and discussed in R12-15-723.

AGREEMENT

1. **Purchase and Sale.** Grantor agrees to grant, sell, assign, transfer and convey to Grantee all of Grantor’s right, title, and interest in the Extinguishment Credits to have and to hold unto Grantee, its successors and assigns, in accordance with the terms and conditions of this Agreement. For and in consideration of the sale, assignment, transfer, and conveyance of the Credits to Grantee as set forth herein, Grantee shall pay Grantor the sum of four million nine hundred ninety-seven thousand six hundred thirteen dollars (\$4,997,613.00) for the purchase of the Extinguishment Credits in three separate tranches (each, a “Tranche”) pursuant to three separate closings (each, a “Virtual Closing Date”), with the last Virtual Closing Date occurring on or before July 31, 2026, as follows:

Tranche #	Virtual Closing Date (AZ Time)	Credits (AF)	Price per Credit	ADWR Application Fee (estimated)	Purchase Price to be paid by Grantee
1 st	On or before 5:00 p.m., 04/30/2025	3,200	\$315.00	\$250.00	\$1,008,250.00
2 nd	On or before 5:00 p.m., 07/31/2025	4,500	\$330.75	\$250.00	\$1,488,625.00
3 rd	On or before 5:00 p.m., 07/31/2026	7,200	\$347.29	\$250.00	\$2,500,738.00
<u>TOTAL</u>	n/a	14,900	n/a	\$750.00	\$4,997,613.00

2. **Subject to Appropriations.** Pursuant to ARS § 42-17106, Grantee is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. Grantee represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. However, in the event that an appropriation is not granted, and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement for the applicable Extinguishment Credits prior the applicable Tranche’s Virtual Closing Date, Grantee shall have the right to terminate the Agreement in its entirety without penalty until and through the date that is five (5) business days prior to the Virtual Closing Date (the “Outside Approval Date”), provided that no termination, shall impact any Tranche that has closed prior to such termination. As to each Tranche’s Virtual Closing Date, if Grantee has not confirmed in writing to Grantor that the appropriation of funds has been approved by the Outside Approval Date, then Grantor may, upon written notice to Grantee at any time prior to the date that

Grantee provides such written confirmation to Grantor for the applicable Tranche, elect to either: (a) terminate this Agreement with respect to the specific Tranche for which Grantee failed to obtain appropriations only and proceed with the remaining Tranches, if any, subject to the terms of this Agreement, or (b) terminate this Agreement in its entirety, provided that no termination, shall impact any Tranche that has closed prior to such termination. The date upon which Grantee provides written notice to Grantor of the approval of the appropriation of funds shall be referred to herein as the "Approval Date." **Due to their time-sensitive nature, notices pursuant to this Section 2 may be given via e-mail with a read receipt request, if to Grantor, to Jeff Zimmerman with a copy to Marc Blonstein and Chris Evanoff, and if to City, to City Manager with copies to the Water Resources Director, and City Attorney, at the email addresses set forth in Section 24 hereof.**

3. **Representations.** Grantor hereby represents and warrants to Grantee that Grantor has full right and authority to grant, sell, assign, transfer and convey the Credits, provided, however, that the foregoing representation is subject to ADWR's approval of the Conveyance of Extinguishment Credits Application so that Grantor retains the balance of the extinguishment credits contained in the Certificate and not conveyed to Grantee. Grantor represents and warrants to Grantee that the Extinguishment Credits have not been pledged to a certificate of assured water supply or a designation of assured water supply, and, to Grantor's knowledge, are valid, existing, and transferable as of the date of conveyance pursuant to A.A.C. R12-15-723, fully recognized by ADWR and other applicable regulatory bodies and agencies, and are fully capable of being used for any lawful purpose from within the Phoenix Active Management Area, and that Grantor has no actual knowledge of any violation of any governmental regulations or reporting obligations relating to the Credits. Grantee hereby acknowledges and agrees that, following the Date of Conveyance, any balance of extinguishment credits under the Certificate shall remain the sole and exclusive property of Grantor. Further, Grantor has no actual knowledge of any outstanding judgments against Grantor that would in any manner affect consummation of the transaction contemplated herein or constitute any cloud upon the Extinguishment Credits' title. Grantor has no actual knowledge of any pending investigations or any pending or threatened litigation or proceedings that might result in any cloud upon the Credits' title or any material change in the Credits' title.

4. **ADWR Transfer Forms and Additional Actions.** Not later than (5) business days after the earlier of (a) Approval Date or (b) Outside Approval Date (and provided the Agreement has not previously been terminated), Grantor shall execute and submit to ADWR the form(s) attached hereto as **Exhibit "B"** (3,200 AF), **Exhibit "C"** (4,500 AF), and **Exhibit "D"** (7,200 AF), provided by ADWR, together with either a) the original Certificate or b) a Statement of Lost Certificate of Grandfathered Right for the Certificate, and take whatever other action is necessary to sell, assign, transfer, convey and pledge to Grantee all of Grantor's right, title, and interest in and to the Credits. Contemporaneously with each Tranche, Grantor shall advance any filing and administrative fees due to ADWR in connection with the transfer and conveyance of the Credits, and Grantee shall reimburse Grantor for those fees through its payment of the Purchase Price. Grantor shall promptly notify Grantee in writing after completing its obligations under this **Section**, and provide Grantee with an ADWR date-stamped copy of the form(s) that it filed.

5. **Payment of Purchase Price.** Within five (5) business days of the date that Grantor completes its obligations under **Section 4** above and notifies Grantee, but in no event later than the

applicable Virtual Closing Date, Grantee shall pay to Grantor the allotted Purchase Price for the applicable Tranche of Credits in immediately available funds, which may include certified check or cashier's check payable to Estrella South LLC, or wire transfer, provided wiring information is timely supplied by Grantor.

6. **Covenants of Grantee.** Grantee shall not convey, pledge, use, or encumber the Credits in any way until: (i) it has paid the Purchase Price to Grantor; and (ii) the Date of Conveyance has occurred.

7. **Rejection or Invalidity of Transfer.** Should ADWR reject or otherwise invalidate the proposed sale, assignment, transfer, conveyance or pledge of Grantor's Credits to Grantee ("transfer-rejection"), including but not limited to, if ADWR does not allow for the Certificate to be split between the Credits to be transferred to Grantee and the balance of extinguishment credits derived from the Certificate to be retained by Grantor, then Grantee shall not be obligated, responsible or liable for any payment whatsoever to Grantor, Grantee or Grantor shall have the right to terminate this Agreement, and in the event of any such termination, Grantor shall retain all of the Credits and shall immediately return the Purchase Price to Grantee; provided, however, that a transfer-rejection of any one Tranche of Credits shall not invalidate any other ADWR-approved transfer of a Tranche of Credits completed pursuant to Paragraph 1 of this Agreement.

8. **AS-IS.** By proceeding with the purchase of the Extinguishment Credits, Grantee acknowledges that Grantee has had an opportunity to make its own examination, inspection and investigation of the Credits, including, without limitation, all conditions which may affect the value of the Credits, as Grantee deems necessary or appropriate. Except for the representations, warranties, and covenants expressly stated in this Agreement (the "Express Representations"), Grantor shall not be responsible or liable to Grantee for any conditions or other matters affecting the Credits, as Grantee is purchasing the Credits, except for the Express Representations, AS-IS, WHERE-IS and WITH ALL FAULTS, and not in reliance on any representations or warranties except for the Express Representations. Other than with respect to claims arising from Grantor's default in the performance of the Express Representations, Grantee hereby fully releases Grantor, the direct and indirect owners of Grantor, and the officers, directors, managers, trustees, trust beneficiaries, and employees of Grantors and such owners (collectively, with Grantor, the "Grantor Related Parties") from any and all claims that it may now have or hereafter acquire against any Grantor Related Party, for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any errors or omissions or other conditions affecting the Credits. This waiver and release of claims shall survive the Date of Conveyance. Notwithstanding anything to the contrary in this Section, nothing in this Section shall release Grantor from any claims of Grantee arising out of Grantor's breach of an Express Representation or any other provision of this Agreement.

9. **Regulatory Responsibilities.** Grantor and Grantee represent to each other that neither will take, nor fail to take, any action that may cause Credits to be diminished on or before the Date of Conveyance.

10. **Cooperation.** Upon request by the other Party, Grantor or Grantee shall execute any forms or documents, provide information, take any action (or refrain from taking any action),

or otherwise cooperate reasonably to fulfill any statutory or regulatory requirements necessary or desirable to achieve the intended results herein including, without limitation, the conveyance of Credits and notification thereof to ADWR.

11. **Authorization.** Grantor represents and warrants that it has taken all necessary action to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Grantor of the covenants and obligations to be performed and carried out by it hereunder. The individuals executing this Agreement for the respective parties respectively represent and warrant that they are duly authorized to and do hereby bind the Parties to the Agreement and each and every provision hereof.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

13. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every provision hereof.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court or federal district court of competent jurisdiction located in Maricopa County, Arizona.

15. **Rules, Regulations and Amendment or Successor Statutes.** All references in this Agreement to the Arizona Revised Statutes, the Arizona Administrative Code, or any other legally binding law or precedent, includes all rules, codes and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, codes and regulations to such statutes, rules, codes and regulations existing as of the date of this Agreement.

16. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is found or determined to be invalid by a court of law or other tribunal with jurisdiction, said provision shall be deemed severable and shall not invalidate the remaining provisions of this Agreement.

17. **Default.** The failure of either Party to perform any term, covenant, or condition of this Agreement, if that failure continues for thirty (30) days following the receipt of written notice from the other Party.

17.1. **Default by Grantor – Remedies – Limitation of Damages.** In the event Grantor fails to comply with its obligations under the terms and conditions of this Agreement, Grantee shall provide notice to Grantor and Grantor may cure within five (5) business days. In the event Grantor does not cure the default within five (5) business days, Grantee may seek specific performance of this Agreement, or alternatively, may otherwise immediately terminate this Agreement and have no further obligation to Grantor. In the event Grantee terminates this Agreement pursuant to this provision after completing its obligations under Sections 1 and 5 above but before the Conveyance Date, Grantee shall take all necessary action to ensure that the Purchase Price is properly transferred or conveyed back to Grantee. No other remedies or damages shall be available to Grantee.

17.2. **Default by Grantee – Remedies – Limitations of Damages.** In the event Grantee fails to comply with its obligations under the terms and conditions of this Agreement, Grantor shall provide notice to Grantee and Grantee may cure within five (5) business days. In the event Grantee does not cure the default within five (5) business days, Grantor may, Subject to Appropriations, pursuant to Section 2 above, seek specific performance of this Agreement only if Grantee's governing body has duly and appropriately appropriated said funds, or alternatively, may terminate this Agreement and have no further obligation to Grantee. In the event Grantor terminates this Agreement pursuant to this provision after completing its obligations under Section 4 above but before payment of the Purchase Price, Grantee shall take all necessary action to ensure that the Credits are properly transferred or conveyed back to Grantor. No other remedies or damages shall be available to Grantor.

18. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and does not create, nor shall it be construed to create rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

19. **Amendments.** This Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.

20. **Entire Agreement.** This Agreement sets forth the entire agreement of the Parties and supersedes and merges all prior negotiations, agreements and understandings between Grantor and Grantee with respect to the subject matter hereof.

21. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any Party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

22. **Captions.** All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

23. **Conflict of Interest.** The Parties to this Agreement are hereby notified of A.R.S. § 38-511 and this Agreement may be cancelled in accordance therewith.

24. **Notices.** Subject to the provisions of Section 2 hereof, all notices and other communications required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered upon actual receipt or within three (3) days after posting thereof in the U.S. Mail, return receipt requested, by registered or certified mail, addressed to:

If to Grantee: City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326
Attention: Dan Cotterman, City Manager
(email: dcotterman@buckeyeaz.gov)

With copy to: City of Buckeye
530 E Monroe Ave
Buckeye AZ 85326
Attention: K. Scott McCoy, City Attorney
(email: smccoy@buckeyeaz.gov)

And City of Buckeye
21749 W Yuma Rd, Suite 107
Buckeye AZ 85326
Attention: Terry Lowe, Water Resources Director
(email: tlowe@buckeyeaz.gov)

If to Grantor: Estrella South LLC
17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255
Attention: Jeff Zimmerman
(email: jeff.zimmerman@Estrella.com)

With copy to: Berens Blonstein PLC
7033 E. Greenway Parkway, Suite 210
Scottsdale, AZ 85254
Attention: Marc D. Blonstein and Chris Evanoff
(email: mblonstein@berensblonstein.com)
(email: cevanoff@berensblonstein.com)

25. **Attorneys' Fees.** If either Party brings an action or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, or for declaratory judgment with respect to any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and expenses incurred in such action from the other party, including, without limitation, reasonable attorneys' fees, and if any decision, order or judgment is obtained by the prevailing party, then payment of all such costs, expenses and fees shall be included in the decision, order or judgment, as applicable.

26. **Construction.** This provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of the Agreement.

27. **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. Grantor acknowledges and agrees that it is and/or may be subject to the following laws: A.R.S. §§ 35-393.01 (no boycott of Israel); 35-394 (no forced labor of Ethnic Uyghurs); 38-511 (cancellation of contract by political subdivision); and 41-4401(a)-(d) (E-verify requirements), found at www.azleg.gov.

28. **Survival.** All representations, warranties, obligations, promises and agreements by the Parties hereto shall survive the Date of Conveyance and shall not be deemed to have merged into any deed, document or instrument of transfer, assignment, or conveyance.

29. **Recitals.** The Recitals are incorporated herein and made a part hereof.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as the date first set forth above.

CITY OF BUCKEYE,
a political subdivision of the State of Arizona

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

[signatures continue on following page]

Estrella South LLC, a Delaware limited liability company

By: Estrella Partners, LP,
a Delaware limited partnership
Its: Sole Member and Manager

By: Goodyear EMR GP, LLC,
a Delaware limited liability company
Its: General Partner

By: EMR Harvard LLC,
an Arizona limited liability company
Its: Administrative Member

By: Harvard Investments, Inc.,
a Nevada corporation
Its: Manager

By: Tim Brislin
Name: Timothy P. Brislin
Title: President

By: Christopher Cacheris
Name: Christopher C. Cacheris
Title: Senior Vice President

EXHIBIT “A”

Copy of Arizona Department of Water Resources Extinguishment of Grandfathered
Groundwater Right Certificate

14,900 acre-feet derived from Certificate No. 58-106640.0043

(see attached)

Extinguishment Certificate

STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES

*Pursuant to the provisions of
A.R.S. § 45-576 and R12-15-723*

*Estrella South, LLC
17700 N Pacesetter Way Suite 100
Scottsdale, Arizona 85255*

has acquired Extinguishment Credits from Certificate No. 58-106640.0024.

A New Extinguishment Certificate No.

58-106640.0043

has been issued in the
PHOENIX ACTIVE MANAGEMENT AREA

*The value of this extinguishment certificate totals 17,997.05 acre-feet of extinguishment credits;
these credits have not yet been pledged.*



*Extinguishment Certificate No. 58-106640.0043 is effective as of
this 1st day of November, 2021*

David L McKay

*David L McKay, Manager
Assured and Adequate Water Supply/Recharge Programs*

THESE CREDITS MAY NOT BE CONVEYED IF THEY HAVE BEEN PLEDGED TO A CERTIFICATE OR DESIGNATION OF ASSURED WATER SUPPLY

DOUGLAS A. DUCEY
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
3550 North Central Avenue, Second Floor
Phoenix, Arizona 85012-2105
602.771.8500
azwater.gov

January 13, 2022

Tim Brislin
Estrella South, LLC
17700 N. Pacesetter Way, Suite 100
Scottsdale, Arizona 85255

Re: Conveyance of Extinguishment Credits

Dear Mr. Brislin:

The Arizona Department of Water Resources has processed the Conveyance of Extinguishment Credit applications received on November 1, 2021. The table below summarizes the conveyance of extinguishment credits from NNP III – EMR 4, LLC to Estrella South, LLC. The new Extinguished Grandfathered Groundwater Right numbers are listed with the associated credits. Enclosed are the new certificates that verify the conveyance of these extinguishment credits.

Previous Right No.	New Right No.	Current Credit Holder	Volume of Credits	Status
58-106640.0024	58-106640.0043	Estrella South, LLC	17,997.05	Not Pledged
58-106640.0028	58-106640.0045	Estrella South, LLC	5,207.10	Not Pledged
58-106640.0037	58-106640.0046	Estrella South, LLC	15,427.76	Not Pledged
58-106640.0038	58-106640.0047	Estrella South, LLC	219.77	Not Pledged
58-106640.0039	58-106640.0048	Estrella South, LLC	12,237.53	Not Pledged
58-106640.0040	58-106640.0049	Estrella South, LLC	19,142.55	Not Pledged
		Total Credit Volume:	70,231.76	

At your request these extinguishment credits have not been pledged. Requests for information regarding the conveyance of these credits should be addressed to the Office of Assured and Adequate Water Supply at 602-771-8599.

Sincerely,

DLM
David L McKay

David L. McKay, Manager
Assured and Adequate Water Supply & Recharge Programs

DLM/ksm

CC: via electronic mail:

Michael J. Pearce, Gamage & Burnham, PLC
Susan Wilson, Resmark Companies

EXHIBIT “B”

Copy of Arizona Department of Water Resources Form of Application for Conveyance of
Extinguishment Credits Under Grandfathered Groundwater Right
Certificate No. 58-106640.0043

(Tranche #1)

(see attached)



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 4 3		ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 17,997.05 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 3,200.00 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26/86-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
☒ CREDITS ARE NOT BEING PLEDGED AT THIS TIME			

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Estrella South LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL City of Buckeye	
MAILING ADDRESS 17700 N. Pacesetter Way, Suite 100		MAILING ADDRESS 530 E. MONROE AVE	
CITY / STATE / ZIP CODE Scottsdale, AZ 85255		CITY / STATE / ZIP CODE BUCKEYE, AZ 85326	
CONTACT PERSON NAME AND TITLE Tim Brislin; Senior VP of Harvard Investments, Inc.		CONTACT PERSON NAME AND TITLE BOBBY ANASTASOV, WATER RESOURCE MANAGER	
TELEPHONE NUMBER 480-515-3255	EMAIL ADDRESS TBRISLIN@HARVARDINVESTMENTS.COM	TELEPHONE NUMBER 623-349-6141	EMAIL ADDRESS banastasov@buckeyeaz.gov
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	

STATE OF ARIZONA)
)
COUNTY OF _____) §

(SEAL)

DATE COMMISSION EXPIRES

EXHIBIT “C”

Copy of Arizona Department of Water Resources Form of Application for Conveyance of
Extinguishment Credits Under Grandfathered Groundwater Right
Certificate No. 58-106640.0043

(Tranche #2)

(see attached)



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 4 3		ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 17,997.05 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 4,500 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26/86-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
☒ CREDITS ARE NOT BEING PLEDGED AT THIS TIME			

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Estrella South LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL City of Buckeye	
MAILING ADDRESS 17700 N. Pacesetter Way, Suite 100		MAILING ADDRESS 530 E. MONROE AVE	
CITY / STATE / ZIP CODE Scottsdale, AZ 85255		CITY / STATE / ZIP CODE BUCKEYE, AZ 85326	
CONTACT PERSON NAME AND TITLE Tim Brislin; Senior VP of Harvard Investments, Inc.		CONTACT PERSON NAME AND TITLE BOBBY ANASTASOV, WATER RESOURCE MANAGER	
TELEPHONE NUMBER 480-515-3255	EMAIL ADDRESS TBRISLIN@HARVARDINVESTMENTS.COM	TELEPHONE NUMBER 623-349-6141	EMAIL ADDRESS banastasov@buckeyeaz.gov
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	

STATE OF ARIZONA)
)
COUNTY OF _____) §

DATE COMMISSION EXPIRES

EXHIBIT “D”

Copy of Arizona Department of Water Resources Form of Application for Conveyance of
Extinguishment Credits Under Grandfathered Groundwater Right
Certificate No. 58-106640.0043

(Tranche #3)

(see attached)



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

DATE RECEIVED

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 4 3		ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 17,997.05 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 7,200 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26/86-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
☒ CREDITS ARE NOT BEING PLEDGED AT THIS TIME			

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Estrella South LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL City of Buckeye	
MAILING ADDRESS 17700 N. Pacesetter Way, Suite 100		MAILING ADDRESS 530 E. MONROE AVE	
CITY / STATE / ZIP CODE Scottsdale, AZ 85255		CITY / STATE / ZIP CODE BUCKEYE, AZ 85326	
CONTACT PERSON NAME AND TITLE Tim Brislin; Senior VP of Harvard Investments, Inc.		CONTACT PERSON NAME AND TITLE BOBBY ANASTASOV, WATER RESOURCE MANAGER	
TELEPHONE NUMBER 480-515-3255	EMAIL ADDRESS TBRISLIN@HARVARDINVESTMENTS.COM	TELEPHONE NUMBER 623-349-6141	EMAIL ADDRESS banastasov@buckeyeaz.gov
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	

STATE OF ARIZONA)
)
COUNTY OF _____) §

DATE COMMISSION EXPIRES



PROCUREMENT DETERMINATION
Competition Impracticable Procurement

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

Section 1: Department Information

Requestor's Name: Bobby Anastasov Request Date: 12.02.2024
Requestor's Signature: bobby anastasov Digitally signed by bobby anastasov
Date: 2024.12.02 10:30:07 -07'00' Date: 12.02.2024
Department Head Name (Print): Terry Lowe
Department Head Signature: Terry Lowe Digitally signed by Terry Lowe
Date: 2024.12.02 10:34:28 -07'00'
Phone: 623-349-6102 E-Mail: tlowe@buckeyeaz.gov

Section 2: Vendor Information

Vendor Name: Estrella South LLC Vendor ID: 7626
Duration of Competition Impracticable: 3 years Estimated Cost: \$4,997,613.00

Full Description of Materials or Services:

Estrella South LLC is in possession of a limited amount of Extinguishment Credits (ECs) that have not been previously pledged and are willing to sell them to the city at a fair market price. The city will purchase of 14,900 Acre-Feet of ECs over a 3 year period. The ECs will be added to the city's Water Portfolio.

Section 3: Justification

Justification/Selection: Select only one option that best categorizes Competition Impracticable rationale.

☐ Not able to meet competitive requirements of A.R.S. § 41-2578.

☐ Exceeding Max End Date

☐ Total Cost

☐ Business Continuity

☒ Other Purchase to offset groundwater pumping

Describe: Purchase is made in comparison to CAGR cost

Provide Justification/Why Advantageous to The City:

Extinguishment Credits (ECs) represent a volume of groundwater that can be pumped without replenishment. For a provider looking to acquire either a certificate or a designation of assured water supply, ECs help meet consistency with the management goal. A provider can choose to enroll in CAGR and pay a replenishment cost of \$856.00 per acre-foot (AF), utilize surface water, or purchase ECs as an option to offset groundwater pumping. ECs purchased today at \$331.00 per AF can be used by the city once designated.

City Approved Procurement Process to be Utilized (Including Contracting Strategy):

In accordance with the Procurement Code, the City of Buckeye Uniform Terms and Conditions or appropriate contract terms as approved by the Procurement Officer or designee must be part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement (a/k/a contract) containing terms and conditions, which will be made part of the final Contract, you must receive prior approval from the Procurement office. Approval of this request does not allow for departments to exceed their dollar acquisition of delegated authority.

To Be Completed by Procurement Authority

☐ Request Authorized Pursuant to: City Code

☐ Request Denied

☐ Request Authorized with Conditions/Restrictions Pursuant to: City Code 24.3.5

☐ Up to \$35,000.00 ☐ \$35,000.01 to \$250,000.00 ☒ Over \$250,000.00 Requires Council Approval Before Purchase

City Attorney Approval:

Name (Print): Mark Byrnes	
Signature: <i>Mark Byrnes</i>	Date: Dec 2, 2024

Procurement Officer Approval of Non-Competitive Source Selection:

Signature: <i>Dan Gith</i>	Date: Feb 14, 2025
City Manager/Procurement Officer	
☒ Requires Council Approval Before Purchase	
☐ No Council Approval Needed – Route with Invoice or Purchase Order (PO)	

Department Notice: This is your official written determination in response to your procurement authorization request. The original request shall be maintained by the Finance Department.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/04/25	AGENDA ITEM: 4.I. CC - Liquor License Application for Casa de Leyva Mexican Restaurant & Cantina (Series 12 Restaurant)
DATE PREPARED: 02/27/25	DISTRICT NO.: 4
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
 Council to take action on the request for a new Series 12 Restaurant Liquor License (Application No. 328911) for Casa de Leyva Mexican Restaurant & Cantina, located at 424 Monroe Avenue in Buckeye.

SUMMARY

PROJECT DESCRIPTION:

Casa de Leyva Mexican Restaurant & Cantina is requesting approval for a Series 12 Restaurant Liquor License Application for their business located in the former La Placita building on 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. Title 4 of the Arizona Revised Statutes does not require the consideration of liquor licenses to be held in a public hearing or listed on the Non-Consent Agenda.

BENEFITS:

The City will continue to collect sales tax and revenue from liquor sales.

FUTURE ACTION:

After Council approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor Licenses and Control for final approval.

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 # 328911_Redacted.pdf](#)
[CasadeLeyva.pdf](#)

State of Arizona
Department of Liquor Licenses and Control

Created 01/21/2025 @ 04:04:17 PM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: CASA DE LEYVA MEXICAN RESTAURANT & CANTINA
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 424 MONROE AVENUE
BUCKEYE, AZ 85326
USA
Mailing Address: [REDACTED]
TOLLESON, AZ 85353
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

AGENT

Name: JUANITA ALICIA ESPARZA
Gender: Female
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: CASA DE LEYVA LLC
Contact Name: JUANITA ALICIA ESPARZA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23755962 State of Incorporation: AZ
Incorporation Date: 11/26/2024
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

60th Day:
3/22/25
105th Day:
5/6/25

Name:
STEPHANIE MARIE HOLGUIN
ROGELIO LEYVA

Title:
Member
Manager-LLC

% Interest:
90.00
10.00

CASA DE LEYVA LLC - Manager-LLC

Name: ROGELIO LEYVA
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

CASA DE LEYVA LLC - Member

Name: STEPHANIE MARIE HOLGUIN
Gender: Female
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

MANAGERS

Name: ROGELIO LEYVA
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 328911
Application Type: New Application
Created Date: 01/13/2025

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
01/21/2025
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION OF LEASE WITH LEGAL PROCEEDINGS
- 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
- 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?
MEXICAN RESTAURANT

State of Arizona
Department of Liquor Licenses and Control

Created 01/21/2025 @ 04:08:15 PM

Local Governing Body Report

LICENSE

Number:	INP070031566	Type:	INP INTERIM PERMIT
Name:	CASA DE LEYVA MEXICAN RESTAURANT & CANTINA		
State:	Active		
Issue Date:	01/21/2025	Expiration Date:	05/06/2025
Original Issue Date:	01/21/2025		
Location:	424 MONROE AVENUE BUCKEYE, AZ 85326 USA		
Mailing Address:	[REDACTED] TOLLESON, AZ 85353 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

Name:	JUANITA ALICIA ESPARZA
Gender:	Female
Correspondence Address:	[REDACTED] TOLLESON, AZ 85353 USA
Phone:	[REDACTED]
Alt. Phone:	[REDACTED]
Email:	[REDACTED]

OWNER

Name:	CASA DE LEYVA LLC		
Contact Name:	JUANITA ALICIA ESPARZA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23755962	State of Incorporation:	AZ
Incorporation Date:	11/26/2024		
Correspondence Address:	[REDACTED] TOLLESON, AZ 85353 USA		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:
STEPHANIE MARIE HOLGUIN
ROGELIO LEYVA

Title:
Member
Manager-LLC

% Interest:
90.00
10.00

CASA DE LEYVA LLC - Manager-LLC

Name: ROGELIO LEYVA
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

CASA DE LEYVA LLC - Member

Name: STEPHANIE MARIE HOLGUIN
Gender: Female
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

MANAGERS

Name: ROGELIO LEYVA
Gender: Male
Correspondence Address: [REDACTED]
TOLLESON, AZ 85353
USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 328912
Application Type: New Application
Created Date: 01/13/2025

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
012070021480
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

SECTION 5 Interim Permit

25 JAN 13 AM 9:36 AZD LLC

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. § 4-203.01. For approval of an interim permit: There must be a valid license of the same series currently issued to the location.

1. Current license number at the location: 0120770021480 2. Is the license currently in use? ☒ Yes ☐ No

2. If the license is **NOT** currently in use, how long has it been since the license was last used at this location? _____

I (Print Full Name) Anthony Youngke hereby declare that I am the Current Owner, Agent, or Controlling Person on the stated license and location.

Sign in front of Notary: _____

(Current Agent/Individual as listed on the license certificate)

State of Arizona

County of Maricopa

Signed before me on this 23 day of December, 2024.

Notary Signature Veronica Thompson

My commission expires on 12 / 3 / 2028



Notary Seal

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: _____ State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. Entity No: _____ Approval Date: _____

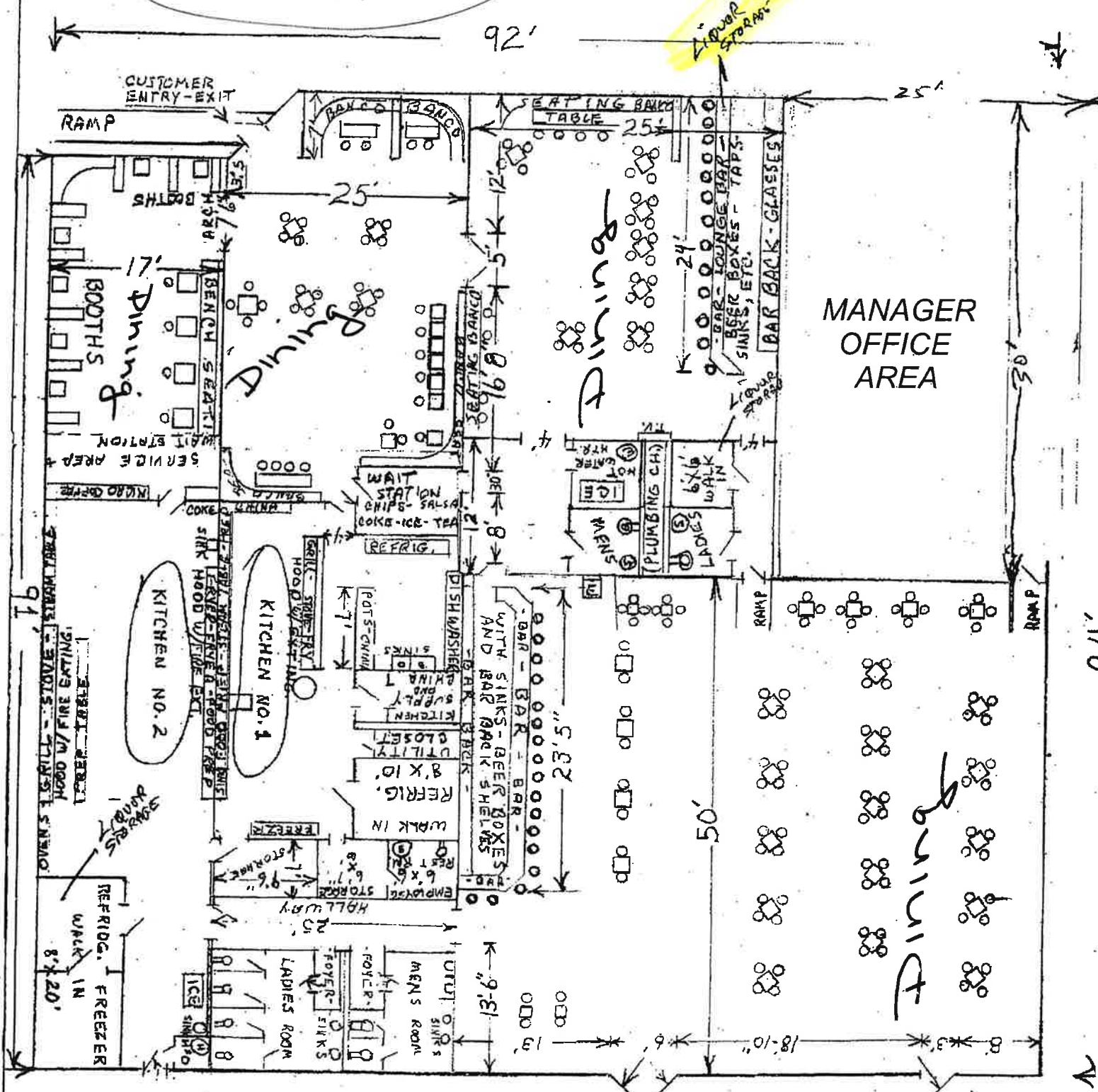
2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

TTL 59 ft
11,695

25 JAN 13 AM 9:36 AZD LLC



- EMPLOYEE ENTRY AND EXIT -

- CUSTOMER ENTRY AND EXIT -

- EMERGENCY EXIT -

- DRAWING NOT TO SCALE -

- BUTLER AVE. -



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): CASA DE LEYVA MEXICAN RESTAURANT & CANTINA
2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - **NO ATTACHMENTS**

Grill	(KITCHEN #1) WOLF 36" FLAME BROILER WOLF 36" GRIDDLE W/OVEN & AND BURNER (KITCHEN #2) WOLF 30" FLAME BROILER WOLF 36" GRIDDLE W 6 BURNER STOVE
Oven	BAKERS PRIDE 3 STACK OVEN 4 FEET TALL
Freezer	(KITCHEN #1) TRUE 60" FREEZER (KITCHEN #2) 8'X10" WALKIN FREEZER
Refrigerator	(KITCHEN #1 & 2) 48" UPRIGHT STAINLESS STEEL WALK IN 8X10
Sink	(KITCHEN #1) 3 COMPARTMENT SINK STAINLESS STEEL
Dish Washing Facilities	(KITCHEN #1) AUTO CHLOR SYSTEM DISHWASHER
Food Preparation Counter (Dimensions)	(KITCHEN #1) FOOD PREP COUNTER W/3 COMPARTMENT UNDER COUNTER (KITCHEN #2) 1 72X30 BUTCHER BLOCK PREP COUNTER
Other	2 COMMERCIAL GRADE DEEP FRYERS

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 80 %

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: [192]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 21]

TOTAL [= 213]

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.)

6 FLAT SCREEN TV'S

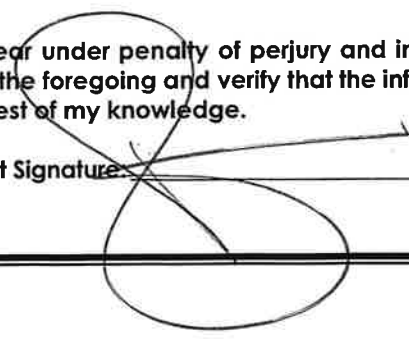
9. Do you have live entertainment or dancing? ☐ YES ☒ No

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	4
Bartenders	2
Hostesses	1
Managers	0
Servers	5
Other (DISHWASHER)	1
Other (BUSSER)	2
Other ()	

I, (Print Full Name) JUANITA ALICIA ESPARZA, 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: 



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:

CASA DE LEYVA MEXICAN RESTAURANT & CANTINA

1. Name of restaurant (Please print): _____
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 other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) JUANITA ALICIA ESPARZA, 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

CASA DE LEYVA
MEXICAN RESTAURANT &
CANTINA

25 JAN 13 AM 9:37 AZD LLC

APPETIZERS

FIRST BASKET OF CHIPS & SALSA IS COMPLIMENTARY

HIT OR MISS TORITOS \$12

yellow peppers stuffed with cream cheese, shrimp and wrapped in bacon

TOSTADA DE JAIBA Y CAMARON. \$12

shrimp and crab salad with two tostadas

CHICKEN OR STEAK QUESADILLA SUPREME. \$14

Served with pico de gallo & sour cream /

QUESO FUNDIDO. \$14

Melted cheese and chorizo served with corn tortillas /

ROLLED TAQUITOS. \$12

placed over guacamole, drizzled with creama and queso cotija

TUETANO. \$16

Grilled bone marrow served with corn tortillas

GUACAMOLE Y CHICHARRON. \$14

Guacamole dip with pork rinds

TACOS 3 PER ORDER

CARNE ASADA \$14

Grilled skirt steak, flour tortilla, pickled onions, pico de Gallo

AL PASTOR. \$14

marinated pork topped with pineapple, onion & cilantro

POLLO. \$12

Seasoned grilled chicken /

VEGGIE. \$12

Grilled peppers, onions, and mushrooms /

TACOS DORADOS 4 PER ORDER

POTATO, SHREDDED CHICKEN OR SHREDDED BEEF. \$16

GOBERNADOR *. \$16

shrimp, melted cheese & sauteed veggies

BIRRIA. \$15

slow cooked shredded beef

PESCADO. \$15

breaded fried fish topped with cabbage and aioli sauce

shredded lettuce, cotija cheese, purple onion, chili sauce

ENTREES

SERVED WITH REFRIED BEANS, RICE & SALSA

FAJITAS. \$18

Grilled steak or chicken with sautéed peppers and onions, served with sour cream and guacamole /

ENCHILADAS. \$18

chicken topped with savory red sauce and tomatillo mole sauce, with sour cream & queso fresco

CHILE RELLENO. \$18

MOLCAJETE. \$38

CHICKEN MOLE. \$18

CARNE ASADA *. \$18

SHRIMP * \$22

SERVED WITH REFRIED BEANS, RICE & SALAD

*25 JAN 13 AM 9:37 AZD LLC

CAMARONES AL MOJO DE
AJO

CAMARONES A LA DIABLA

CAMARONES CULICHI

COCKTEL DE CAMARON

CALDO DE CAMARON

CAMARONES
SARANDEADOS

CAMARONES
EMPANIZADOS

CAMARONES A LA
VERACRUZANA

CALDOS

CODIDO DE RES. \$14

CALDO DE CAMARON *.
\$15

MENUDO \$14

POZOLE. \$14

BREAKFAST

CHORIZO CON HUEVOS *.
\$12

HUEVOS RANCHEROS * 11

CHILAQUILES \$12

FRENCH TOAST MEXICANO
\$11

CEREAL. \$6

LIQUADOS. \$5

*CONSUMER ADVISORY

CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOOD BORN ILLNESSES ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS



25 JAN 13 AM 9:37 AZD LLC

CASA DE LEYVA
MEXICAN RESTAURANT &
CANTINA

DRINKS. \$4

AGUA FRESCA

Horchata, cucumber lime, jamaica,
Ice Tea

SODA/FOUNTAIN DRINK-
COKE PRODUCTS

Coca Cola, sprite, dr Pepper, Fanta

COFFEE, CAFE DE OLLA





Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

25 JAN 13 AM 9:37 AZD LLC
DLIC USE ONLY

Fee:	
Job #:	326911
Date Accepted:	1/13/25
CSR:	Rh

FP correct
7-19-2024

Personal Information Questionnaire

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

- Name: ESPARZA JUANITA AIICIA
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 02 / 06 / 1967
- Email address: [REDACTED]
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: JOB #
- Business Name (doing business as): CASA DE LEYVA MEXICAN RESTAURANT & CANTINA
- Business Address: 424 EAST MONROE AVENUE BUCKEYE ARIZONA 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

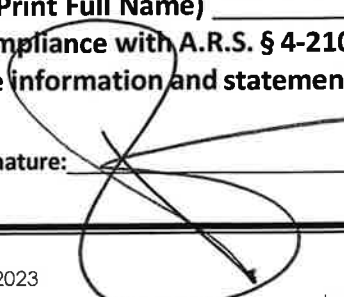
Name of persons who will be handling the day to day operations: ROGELIO LEYVA, STEPHANIE MARIE HOLGUIN

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) JUANITA ALICIA ESPARZA 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: 01/09/2025



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) **JUANITA ALICIA ESPARZA**

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City **COLUMBUS** State **GEORGIA** COUNTRY **UNITED STATES**

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: **ARIZONA DRIVER'S LICENSE**

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

JUANITA ALICIA ESPARZA

Print Name

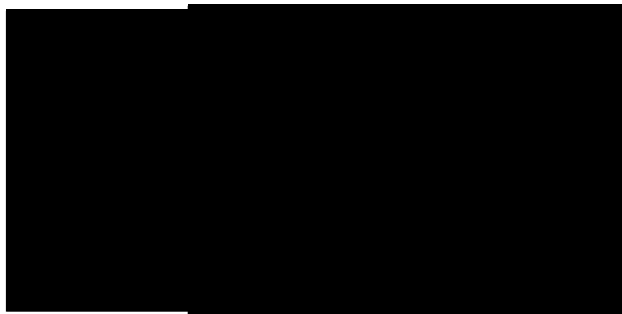
Signature

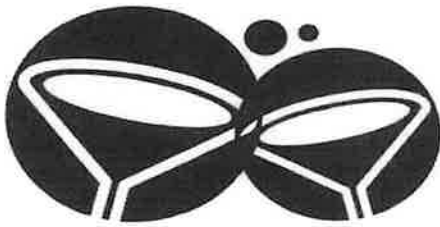
01/09/2025

Date

25 JAN 13 AM 9:37 AZD LLC

Arizona DRIVER LICENSE JSA





25 JAN 13 AM 9:37 AZD.LLC

AE LIQUOR

L I C E N S E S E R V I C E

P O Box 1189 Tolleson, Arizona 85353 (623) 302-2234

January 09, 2025

The Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

To Whom it may concern:

My name is Juanita Alicia Esparza I do not currently own any liquor licenses in The State of Arizona however; I am listed as an agent on several licenses throughout the State and wish to provide the following information to the best of my knowledge.

I am currently listed as the agent on liquor license 06070446. The name of the business is Mecca Bar located at 162 E. Wickenburg Way, Wickenburg, Arizona 85390. On or about May 2020 Mecca Bar was cited for the following:

Licensee fails to maintain capability, qualification and reliability ARS 4-210.A.2.

Failure to protect the safety of patrons ARS 4-210.A.10.

On sale retail personnel records R19-1-502. A fine was imposed in the amount of \$1000.00 for the following violations and was paid in full.

On or about January 9, 2021 Mecca Bar was cited for violation of an executive order.

4-210.A.2 The license fails to maintain capability, qualification and reliability.

4-210.A.9 Licensee fails to comply with Title IV.

4-210.A.10 Failure to protect the safety of patrons.

Mecca Bar was placed under suspension for a period of 10 days and was fined in the amount of \$4000.00 which was paid in full.

I was listed as the agent for the Palamino Club located at 107 E. Wickenburg Way Wickenburg, Arizona 85390. The license number was 012070012031. On or about January 2021 the Palamino Club was cited for the following:

4-210.A.2 The license fails to maintain capability, qualification and reliability, View,

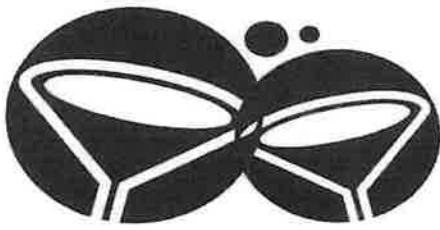
4-210.A.9 Licensee fails to comply with Title IV, View

04-210.A.10 Failure to protect the safety of patrons.

A fine was imposed in the amount of \$1750.00 and was paid in full. The Palamino Club was sold in February 2022 and a new ownership has assumed the location.

I am currently listed as the agent on liquor license 06070125. The name of the business is currently Xantolo Night Club located at 4139 W. Bell Rd #7 Phoenix, Arizona 85031. On or about February 14, 2023 the owners of the club received a citation for the following:

4--241.A Accepting unauthorized forms of I.D. There was a fine imposed of \$1000.00 which was reduced to \$500.00. The fine was paid in full. As of this date there are no pending or new infractions against the liquor license establishment.



25 JAN 13 AM 9:37 AZD LLC

AE LIQUOR LICENSE SERVICE

P O Box 1189 Tolleson, Arizona 85353 (623) 302-2234

I am currently listed as the agent on the license El Camaron Gigante, LLC. The license number is 012070002539. The restaurant is currently located at 8343 W. Van Buren St. Tolleson, Arizona 85353. On or about September 1, 2023, the establishment was cited for the following:

4-205.02(C) Removal of spirituous Liquor from Licensed Premises. The business was assessed a fine in the amount of \$6000.00 which was reduced to \$3000.00. The fine was paid in full. As of this date there are no pending or new infractions against the liquor license establishment.

I am currently listed as the liquor agent on license #06070107. The name of the business is La Mal Querida Cantina located at 5106 N. 51st Ave Glendale, Arizona 85301. On or about January 6, 2024, the owner of the bar was cited for the following reason(s):

4-244-12 Licensee consuming on duty.

4-244.2 Failure to comply with Title IV.

4-244-23 Delivering more alcohol than the law allows. There was a fine imposed in the amount of \$3500.00 which was reduced to \$1750.00. The fine has been paid in full. As of this date there are no pending or new infractions against the liquor license establishment.

I am currently listed as the liquor agent listed on license 012070020111. The name of the business is Tequila Cocina and Cantina located at 4818 N. 7th St Phoenix, Arizona 85014. On or about February 13, 2024, the owner was cited for the following:

R19-1-405 Notice Change in Status. There was a fine imposed of \$250.00 which was paid in full on February 24, 2024. As of this date there are no pending or new infractions against the liquor license establishment.

On or about November 04, 2024, Mecca Bar located at 162 E. Wickenburg Way Wickenburg, Arizona 85390 were cited for the following:

4-244.14 Intoxicated on premises for thirty minutes (8 counts). A fine was imposed of \$12,000.00.

4-210. A.9 Licensee fails to comply with Title IV. A fine was imposed of \$1,000.00.

4+-244.14 Selling liquor to an intoxicated person (1 count). A fine was imposed of \$1,500.00

The total fine imposed for the above-mentioned establishment was \$14,500.000 and was reduced to a total of \$7,250.00. The owner of the establishment has planned to make monthly payments in the amount of \$1,832.50 until paid in full.

As of this date there have been no further infractions on any of the above establishments. If you should have any questions, you may contact me at (623) 302-2234

Respectfully,

Juanita Alicia Esparza

AE Liquor License Consulting Service, LLC (Owner)



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

25 JAN 13 AM 9:37 AZD LLC
DLIC USE ONLY

Fee:	
Job #:	328911
Date Accepted:	1/13/25
CSR:	12h

Personal Information Questionnaire

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.

205-630

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

- Name: LEYVA ROGELIO
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 02 / 01 / 2005
- Email address: [REDACTED]
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: JOB #
- Business Name (doing business as): CASA DE LEYVA MEXICAN RESTAURANT & CANTINA
- Business Address: 424 EAST MONROE AVENUE BUCKEYE ARIZONA 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

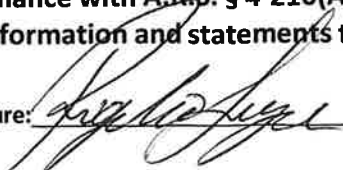
Name of persons who will be handling the day to day operations: ROGELIO LEYVA, STEPHANIE MARIE HOLGUIN

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) ROGELIO LEYVA 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: 01/09/2025

January 09, 2025

The Arizona Department of Liquor License and Control
800 W. Washington St. 5th Floor
Phoenix, Arizona 85007

Question #2

To Whom It May Concern:

My name is Rogelio Leyva. To the best of my knowledge, I was pulled over by Buckeye police department for speeding around March 2023. I was issued a citation which was paid in full in the amount of about \$300.00. The case number is CT-2023000584. If you should have any questions, you may contact me at (602) 882-5276.

Respectfully,



Rogelio Leyva
Casa De Leyva, LLC DBA as Casa De Leyva Mexican Restaurant & Cantina
(Owner/Manager)
(602) 882-5276

Certificate # 2025-111779

25 JAN 13 AM 9:38 AZD LLC

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

ROGELIO LEYVA

Full Name (please print)

Signature

01/08/2025

Training Completion Date

01/08/2028

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Vonet's Bartending

Company Name

P O BOX 1406 BUCKEYE, AZ

Mailing Address

() _____
Daytime Contact Phone Number

I, Veronica Thompson, 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).

Instructor Signature

01 / 08 / 2025
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 # 2025-777111

*25 JAN 13 AM 9:38 AZD LLC

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

ROGELIO LEYVA

Full Name (please print)

Signature

01/10/2025

Training Completion Date

01/10/2028

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Vonet's Bartending

Company Name

PO BOX 1406 BUCKEYE, AZ 85326

Mailing Address

Daytime Contact Phone Number

I, VERONICA THOMPSON, 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).

Instructor Signature

01 / 10 / 2025
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



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	329911
Date Accepted:	1/13/25
CSR:	Rgo

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:	
01/08/2025	ROGELIO LEYVA	
Name of Fingerprint Technician:		
JUANITA ALICA ESPARZA		
Fingerprint technician's Signature:		
Fingerprint technician's Agency/company Name:		Phone Number:
AE LIQUOR CONSULTING SERVICE LLC		[REDACTED]
Type of Photo ID Provided (check one):		
☒ Driver's License ☐ Passport ☐ Other (Please specify)		



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

*25 JAN 13 AM 9:37 AZOLLC
DLIC USE ONLY

Fee:	
Job #:	328911
Date Accepted:	1/13/25
CSR:	Rh

Personal Information Questionnaire

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.

205-630

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

- Name: HOLGUIN STEPHANIE MARIE
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 02 / 01 / 2005
- Email address: [REDACTED]
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: JOB #
- Business Name (doing business as): CASA DE LEYVA MEXICAN RESTAURANT & CANTINA
- Business Address: 424 EAST MONROE AVENUE BUCKEYE ARIZONA 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

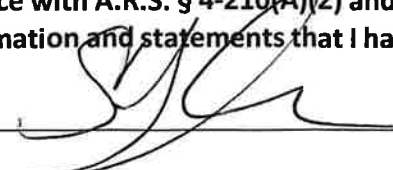
Name of persons who will be handling the day to day operations: STEPHANIE MARIE HOLGUIN, ROGELIO LEYVA

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) STEPHANIE MARIE HOLGUIN 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: 01/09/2024

Certificate # 2025-111778

25 JUN 13 AM 9:37 AZD LLC

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

STEPHANIE HOLGUIN

Full Name (please print)

Signature

01/08/2025

Training Completion Date

01/08/2028

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Vonet's Bartending

Company Name

P O BOX 1406 BUCKEYE, AZ

Mailing Address

() _____
Daytime Contact Phone Number

I, Veronica Thompson, 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).

Signature

Instructor Signature

01 / 08 / 2025
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 # 2025-777112

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:

STEPHANIE HOLGUIN

Full Name (please print)

Signature

01/10/2025

Training Completion Date

01/10/2028

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Vonet's Bartending

Company Name

PO BOX 1406 BUCKEYE, AZ 85326

Mailing Address

Daytime Contact Phone Number

I, VERONICA THOMPSON, 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).

Instructor Signature

01 / 10 / 2025
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



FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:	320911
Date Accepted:	1/13/25
CSR:	Rg

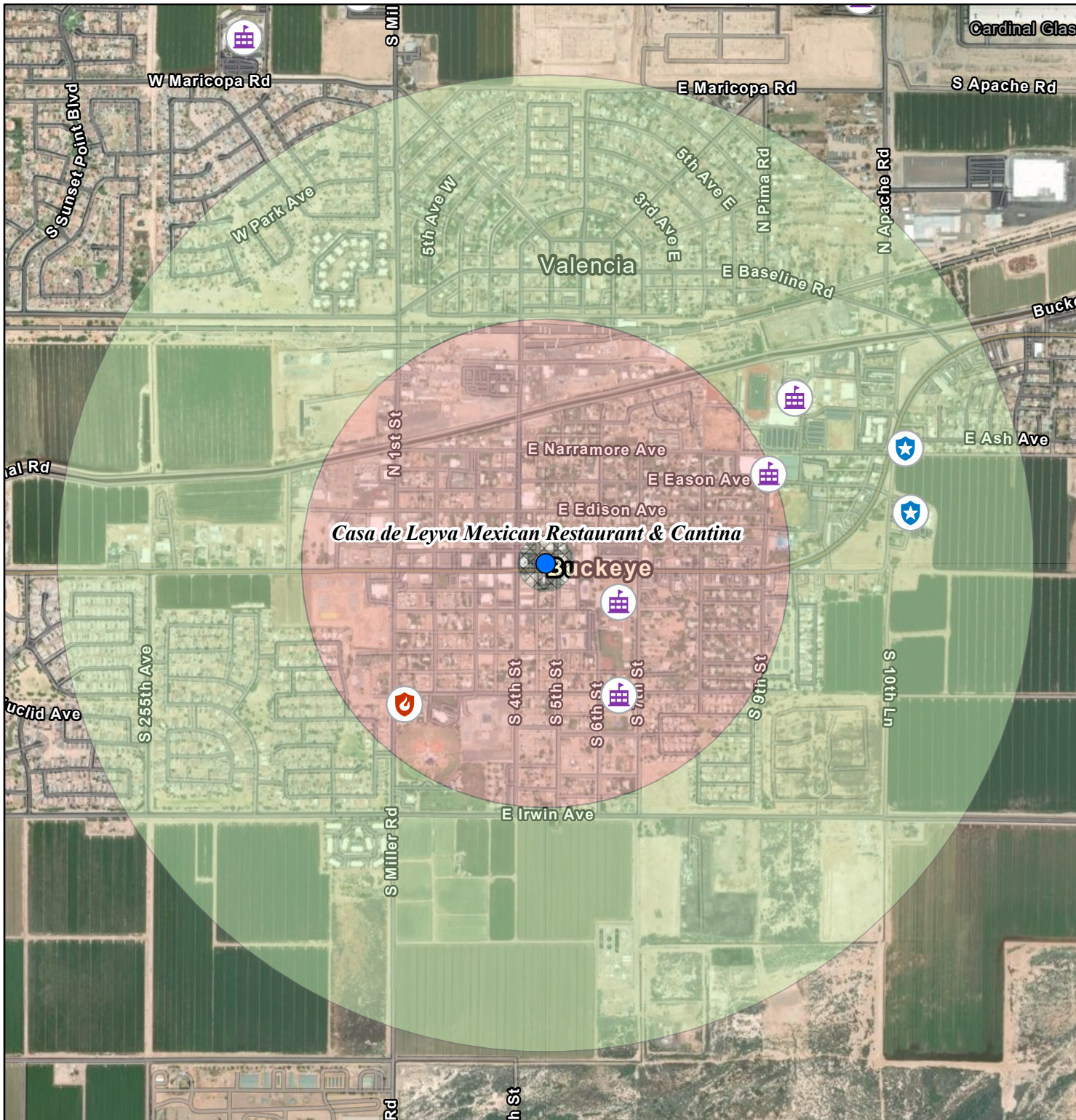
ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

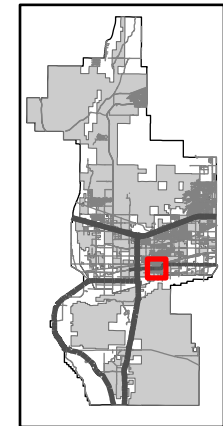
Date 12/27/24	Name of Applicant: Stephanie Marie Holquin
Name of Fingerprint Technician: Austin Cochran (TUPSS 6422)	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: TUPSS 6422	Phone Number:
Type of Photo ID Provided (check one):	
☒ Driver's License	☐ Passport ☐ Other (Please specify)



City of Buckeye Business Licensing

Series: 012 Restaurant
 Name: Casa de Leyva Mexican
 Restaurant & Cantina
 Address: 424 Monroe Avenue,
 Buckeye, AZ 85396
 AZ License App # 328911

-  Casa de Leyva Mexican Restaurant & Cantina
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0 0.1 0.2 0.4
 Miles



The data depicted hereon are for reference purposes only.
 The City of Buckeye does not warrant the accuracy or
 integrity of the information for any particular use.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/04/25	AGENDA ITEM: 5.A. DS - PH - TWC Jackrabbit Trail Properties Annexation
DATE PREPARED: 02/27/25	DISTRICT NO.: 5
STAFF LIAISON: Andrea Marquez, Senior Planner Special Projects, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development 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 and take action on Ordinance No. 06-25 extending and increasing the corporate limits of the City of Buckeye, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing approximately 3.7 acres generally located approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street.

SUMMARY

PROJECT DESCRIPTION:

Thomas Hunt, on behalf of property owner TWC-Jackrabbit Trail Properties LLC, is requesting annexation (Case PLZM-24-0087) of one parcel of land, totaling approximately 3.7 acres, located at 600 North Jackrabbit Trail approximately 1,107 feet from the southwest corner of Roosevelt Street and Jackrabbit Trail. The property is developed with an enclosed facility used for the manufacturing of wood wall paneling.

The parcel is currently zoned IND-2, a Maricopa County Light Industrial zoning district. Upon annexation, the parcel will be classified as Light Industrial (I-1), the City zoning district most equivalent to the existing County zoning. The proposed annexation will allow a proposed expansion of the existing manufacturing facility, in compliance with all applicable development standards, to be permitted through the City of Buckeye.

This annexation meets the requirements as outlined in A.R.S. Section 9- 471. Annexations require consideration at two City Council public hearings. The initial meeting was held on February 4, 2025, for the purpose of holding a public hearing, to allow stakeholders the opportunity to comment on the request; there were no comments from the public. The property owner has signed the annexation petition, and this is the final second public hearing required for the proposed annexation for consideration and action by Council.

BENEFITS:

The annexation will bring additional land into the City of Buckeye limits, ensure future expansion of the existing industrial facility meets City design requirements (as opposed to the County's less rigorous requirements), and allow the City to capture additional tax revenue related to the business operating on the property.

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.

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

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

ATTACHMENTS:

[Vicinity Map_PLZM-24-0087.pdf](#)

[Narrative PLZM-24-0087 TWC Jackrabbit Trail Properties \(fka 195TH AVE PROPERTIES\)](#)

ANNEXATION

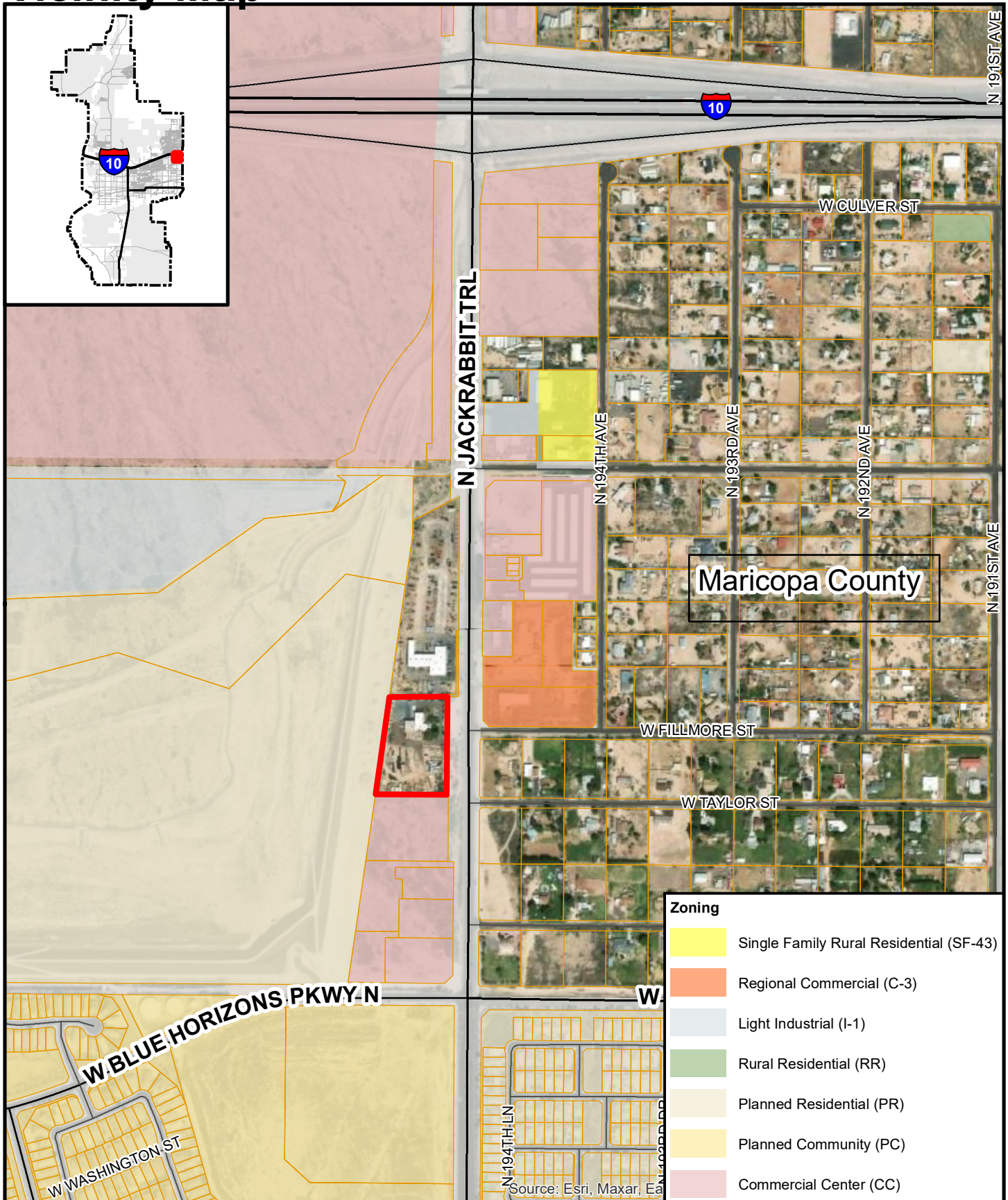
[PLZM-23-00087 - TWC Jackrabbit Trail Properties Annexation - PowerPoint - CC2 3.4.2025.pptx](#)

[006051-5-1-1--RECORDED.pdf Signed petition](#)

[Ord. No. 06-25.Annexation.updated.pdf](#)

[PLZM-24-0087 195th Ave Property Annexation - Staff Report - CC20250304.pdf](#)

Vicinity Map



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.

PLZM-24-0087 TWC Jackrabbit Trail Properties Annexation Application

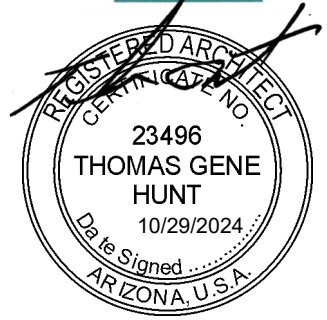
Proposed Annexation



Date: 2/19/2025

0 0.05 0.1 0.2
Miles

Document Name: Vicinity Map PLZM-24-0087



Project Narrative

Date: October 29, 2024

Project: 195th Avenue Properties Annexation
600 N Jackrabbit Trail, Parcel 502-35-016K
Buckeye, Arizona 85326

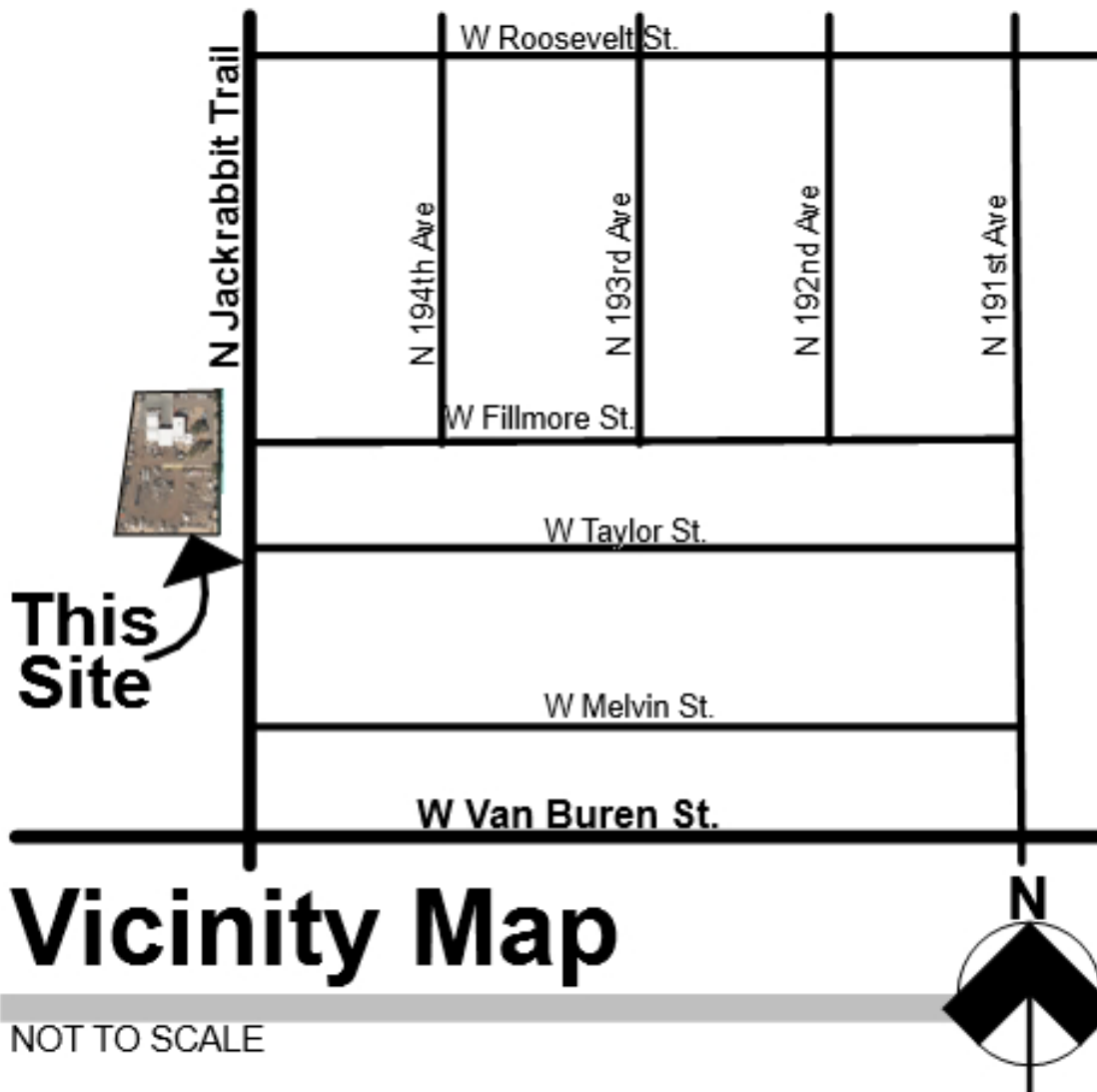
Project #: 24012

Tracking #: PLZM-24-000X

Owner: Scott McDonald, Wallcon
1476 W Harvard Avenue
Gilbert, Arizona 85233

Revision:

Exist Zoning # IND-2 (Maricopa County)



Purpose of Request

This application is for annexing of this parcel into the City of Buckeye jurisdiction with a zoning designation of I-1 (light industrial). The parcel is currently within the jurisdiction of Maricopa County, Arizona and has a zoning designation of IND-2 (industrial).

2236 E. Mariposa Grande
Phoenix AZ 85024
Voice: 602 953 4822
Mobile: 602 320 2002
Fax: 602 923 0609
Email: huntarch@cox.net

Land Information

The area of the site to be annexed is a relatively flat parcel of 159,306 square feet (3.7 acres). It is fully developed, with landscaping, paved driveways and parking areas and large open company vehicle parking areas on the North and South areas of the site. These vehicle parking areas are surrounded on all sides by a six foot high masonry screen wall and gated entrances.

The City of Buckeye has previously annexed the East ten feet of the original parcel, creating a narrow strip of land along and adjacent to the Jackrabbit Trail right-of-way that required a separate parcel number and which included a zoning overlay of RR (rural). The property owner assumes that upon annexation of the entire property to the City of Buckeye, the need for the two separate parcels would be dissolved and a new, single parcel number assigned to the property with a common zoning overlay of I-1 (light industrial).

A two story industrial building, constructed in 1985, occupies a portion of the Northern on-half of the site. It consists of 8,000 square feet of industrial area on the ground floor and 2,000 square feet of office space on a second floor. The exterior of the building and site screen walls consist of 4" courses of masonry topped with a 12" high soldier course of similar material. All masonry is finished with a natural desert tan color, very similar to the color of the native soils on the site. The general classification of the building design is "contemporary". The photo below is taken from the Jackrabbit Trail right-of-way.



The building is currently used for the manufacturing of wood wall panels used in construction.

The owner has permitted a new masonry screen wall to enclose the property along the street right-of-way with new gates and driveways serving the site. Future plans call for replacement of some of the existing asphalt and concrete pavement with new concrete pavement, changing of vehicle parking stall locations and addition of a shade structure on the West side of the site, behind the building as viewed above. These proposed new features are shown on the site plan included with this application.

Both the current site conditions and planned alterations preserve well over the required 10% minimum site area dedicated to landscape use.

Relationship to Surrounding Properties

The facility is used for the manufacturing of pre-fabricated wood building wall panels. All cutting of wood and assembly is performed within the building. Raw materials are stored both inside and under cover in exterior areas. There are no openings from the production area facing East, helping to shield the residential and PD zoning East of the site from manufacturing noises. Traffic noise along Jackrabbit Trail is very likely to exceed the volume of noise generated from the air-powered nail guns and wood saws used inside the panel plant.

Property bordering the site to the North is currently under Maricopa County jurisdiction and is zoned IND-2. That property supports an industrial facility similar in scope to the existing conditions on the subject parcel. Essentially, like uses.

The East side of the site is bordered by North Jackrabbit Trail which is classified as a major arterial street. The right-of-way width North of W. Fillmore Street totals 170 feet. South of W. Fillmore Street, the right-of-way is 155 feet. The western portion of the right-of-way, measured from the centerline, is 100' wide along the entire length facing the subject parcel. N. Jackrabbit Trail currently consists of two through lanes and a center turn lane.

Two different City of Buckeye zoning districts exist on property located on the East side of N. Jackrabbit Trail. The area North of W. Fillmore Street is zoned PD and is occupied by a church. South of W. Fillmore Street the land is zoned RU-43 and is occupied by a single-family residence. The site is well buffered from these properties due to both the large right-of-way distances and addition of a new 8' high masonry screen wall and opaque access gates along the subject site's East property line which have recently been permitted. The new screen wall will shield street views of the trucks and other vehicles parked on the site as well as provide sound isolation from any manufacturing noises coming from the facility.

The property bordering the South property line is currently vacant. It is in the Buckeye city limits and is zoned PD. This parcel is owned by Quiktrip Corporation, providing the assumption that it is intended to be a future gas station and retail store. This is a compatible neighbor for the site to be annexed.

West of the site the area is owned by the Maricopa County Flood Control District. It is currently vacant. No future development is likely to occur within that area.

Impact to City Services

The site will have a regular flow of trucks delivering raw materials and leaving with finished products. Under the current construction permit, the existing single driveway serving the site will be closed and two new 30 foot wide gated driveways, spaced approximately 360 feet apart, will be added and the existing driveway removed. This provides a good solution for traffic flow to and from the major arterial street.

The operation of the facility requires 10-12 workers and one or two administrative staff. This presents a very low number of daily trips for staff at both AM and PM peak hours. Truck traffic is spread across the work hours, as both material supplies and completed products are hauled in bulk. This significantly reduces congestion during peak travel hours.

Refuse service will be contracted with a private entity, as the City of Buckeye does not provide trash pickup for other than residential customers.

Fire protection is already provided by the City of Buckeye from Verrado Station 703 which is located approximately three driving miles from the site.

The site is with the City of Buckeye Police District D3.

The low number of employees required to operate the existing facility will have negligible impact on local schools or parks. This facility will have a minor impact on employment base growth for the City of Buckeye and surrounding communities.

Preliminary Water and Sewer Demand Summary

The facility production process uses no water and generates no liquid waste in its operations.

Water for the site is currently being provided by the Arizona Water Company. The supply and metering is adequate for the needs of the facility and no changes are required with approval of the annexation.

The building sanitary waste is currently routed to an on-site septic tank and vertical discharge drain field. The recent failure of the drain field requires either its replacement or a connection to the existing City of Buckeye 15" diameter PVC sanitary sewer located near the West public street pavement edge in the N. Jackrabbit Trail right-of-way. Adding a connection to the municipal sanitary sewer system is preferred by the property owner for this project.

The building has a total fixture unit load of 15 and an occupant load of 12. Waste flow, rated at 25 gpd per person, produces a total design flow of 300 gpd. A new 6" waste line, with a

minimum slope of 1/8"/ft., connecting to the existing sewer main in the street ROW is currently being engineered by an Arizona licensed civil engineer. Submittal of the design proposal for review and permitting is expected by early November.

Community Facilities and Services

School District: Liberty Elementary School District 25 (Blue Horizon Elementary School serving grades K-8) and Buckeye Union High School District (Estrella Foothills High School).

Police: City of Buckeye Police Department District D3.

Fire: City of Buckeye Fire Department, Verrado Station 303.

Public Utilities and Services

Water: Arizona Water Company currently serves the site.

Sanitary Sewer (currently): Private septic tank and vertical discharge drain field.

Sanitary Sewer (proposed): City of Buckeye municipal services.

Electrical Power: APS currently serves the site.

Natural Gas: Southwest Gas service area (not required for this site).

Cable Television Telephone & Internet Service: Cox Business, CenturyLink.

ISSUED BY:
(Architect)

Thomas Gene Hunt

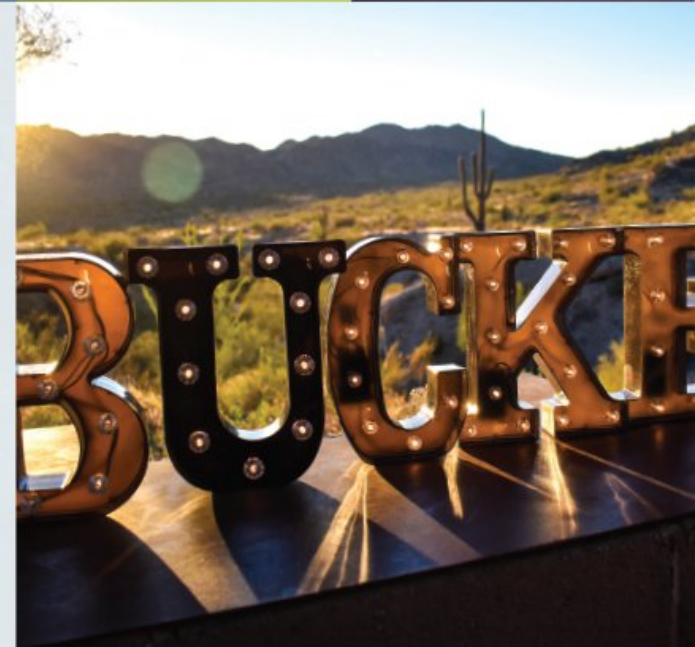
President
Hunt Architects, Inc.

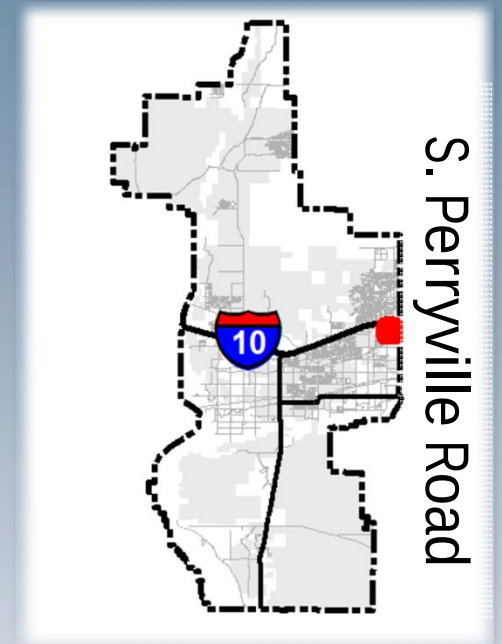
cc: ☐ Owner
☐ Architect
☐ Consultant
☐ Other

TWC Jackrabbit Trail Properties Annexation

PLZM-24-0087

Mayor and City Council – March 4, 2025



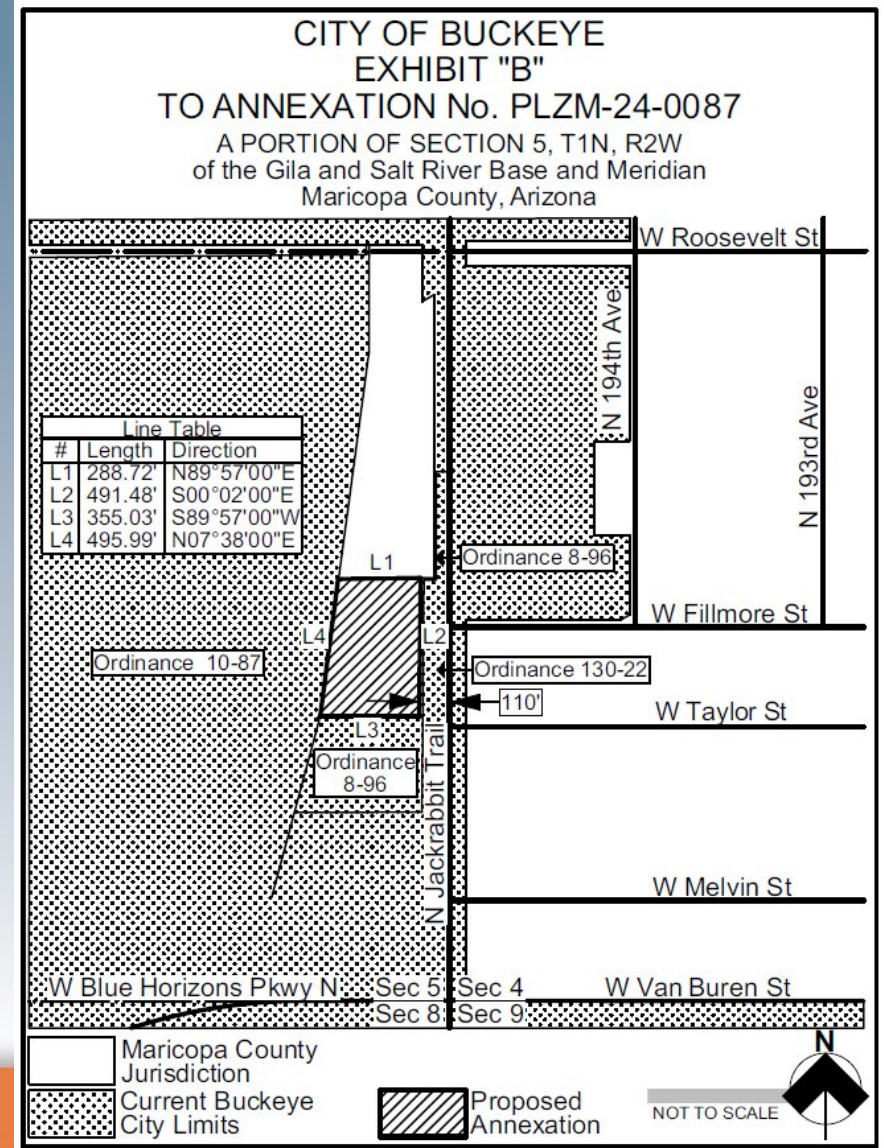




- Existing building and business; facility is used for the manufacturing of pre-fabricated wood building wall panels

- Size: 3.7 acres
- General Plan: Business Commerce and Luke Compatibility Area
- Current Zoning: Maricopa County IND-2 (Light Industrial)
- Request: Annexation
- Zoning: Light Industrial District (I-1)
- Intent: Future improvements to be permitted through the City for storage expansion.

- The subject site meets all size, dimension, and contiguity requirements established by state statute
- Blank Petition recorded January 6, 2025
- All required notices completed; no public comment specific to the Annexation received to date
- No outstanding issues from reviewing departments
- 1st Public Hearing held on February 4, 2025

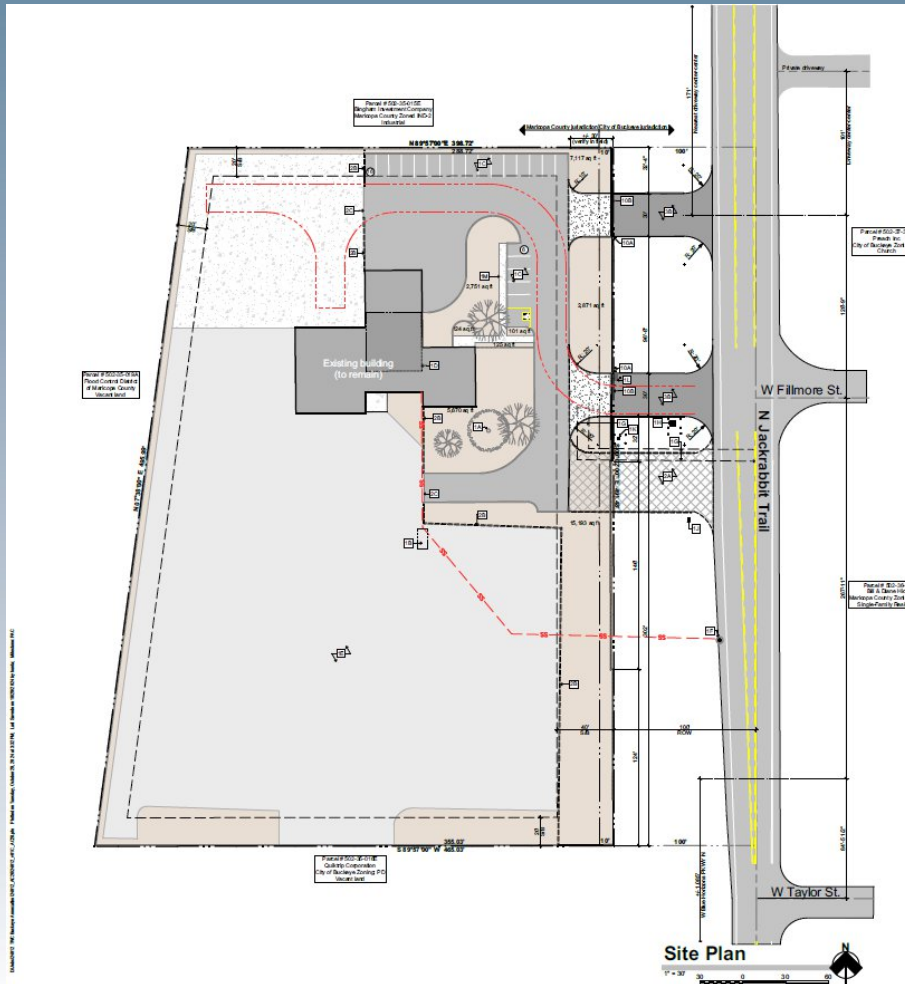


Recommendation:

Conduct a Public Hearing

Consideration of an Ordinance approving the annexation request.

Questions?



- Existing 2 story building 10,000 sq. ft
- Building Materials
- Site Plan is conceptual
 - Any new development will require a Site Plan

When Recorded, return to:

006051-5-1-1--
esquivela

Lucinda Aja, City Clerk
City of Buckeye
530 E. Monroe Ave
Buckeye, AZ 85326

ANNEXATION PETITION (PLZM-24-0087)

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

We, the undersigned, owners of the real and personal property, being the real property hereinafter described and all personal property that we may own in the area sought to be annexed, request the City of Buckeye to annex our property, said property being located in a territory contiguous to the City of Buckeye and being located within the following described area:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"
(See also attached map as Exhibit "B")

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexed area lies wholly within the above-described area and, provided further, that the provisions of Section 9-471. Arizona Revised Statutes are fully observed and complied with.

DATE	PRINTED NAME OF OWNER	SIGNATURE OF OWNER	BOOK	MAP	PARCEL(S)
2/7/25	Scott McDonald, Member of TWC-Jackrabbit Trail Properties LLC		1018	25	502-35-016K

Exhibit A

(Intentionally left blank. See following page)

EXHIBIT "A"
TO
CITY OF BUCKEYE
ANNEXATION No. PLZM-24-0087

LEGAL DESCRIPTION:

A portion of the Parcel described in the deed with recording number 2022-0404799, Maricopa County Recorder;

Within the Southeast quarter of Section 5, Township 1 North, Range 2 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 5, marked by a found brass cap in a hand hole, from whence the East quarter corner of said Section 5, marked by a found brass cap in a hand hole, bears N 0°22'02" E (Basis of Bearings), a distance of 2645.05 feet;

Thence N 0°22'02" E, 1009.74 feet, along the East line of said Southeast quarter to the Southeast corner of said Parcel;

Thence S 89°57'00" W, 110.00 feet, along the South line of said Parcel, to a point marked by a found 1/2-inch rebar, the True Point of Beginning;

Thence S 89°57'00" W, 355.03 feet, continuing along said South line, to the Southwest corner of said Parcel, marked by a set MAG nail with a washer stamped RLS 60427, set atop a block wall;

Thence N 07°38'00" E, 495.99 feet, along the West line of said Parcel, to the Northwest corner of said Parcel, marked by a found 1/2-inch rebar with cap stamped LS 50618;

Thence N 89°57'00" E, 288.72 feet, along the North line of said Parcel, to a point marked by a found 1/2-inch rebar;

Thence S 00°02'00" E, 491.48 feet along a line 110.00 feet West of and parallel with the East line of said Section 5, to the True Point of Beginning;

Containing 158,234 square feet (3.633 acres) more or less.

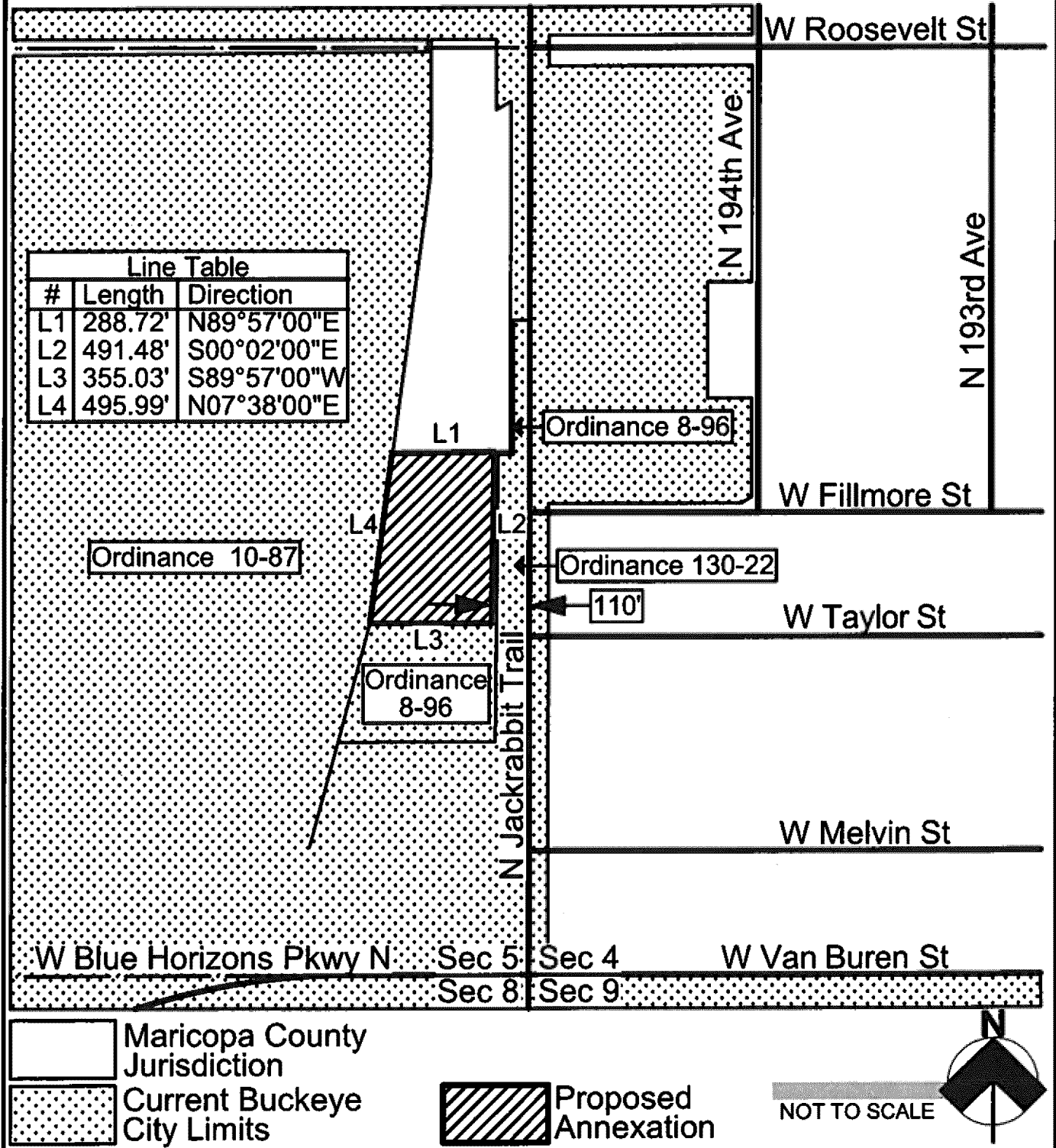
END OF LEGAL DESCRIPTION

Exhibit B

(Intentionally left blank. See following page)

CITY OF BUCKEYE EXHIBIT "B" TO ANNEXATION No. PLZM-24-0087

A PORTION OF SECTION 5, T1N, R2W
of the Gila and Salt River Base and Meridian
Maricopa County, Arizona



WHEN RECORDED, RETURN TO:

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

ORDINANCE NO. 06-25

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF BUCKEYE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 3.7 ACRES GENERALLY LOCATED APPROXIMATELY 1,107 FEET SOUTH OF THE SOUTHWEST CORNER OF JACKRABBIT TRAIL AND ROOSEVELT STREET.

WHEREAS, the City of Buckeye, Arizona (the "City") desires to annex certain territory, which is contiguous to the City; and

WHEREAS, on January 6, 2025, a blank petition was filed with the Maricopa County Recorder's office, setting forth a description and accurate map of all the exterior boundaries of the territory proposed to be annexed; and

WHEREAS, on February 4, 2025, the Council held a Public Hearing to discuss this annexation proposal; and

WHEREAS, at least six (6) days before the public hearing and at least fifteen (15) days before the end of the thirty-day waiting period following the filing of the blank petition with the Maricopa County Recorder's office, notice was given by publication at least once in a newspaper of general circulation published or circulated in the City and the area to be annexed; at least six (6) days before the public hearing, notice was also posted in at least three (3) conspicuous public places in the territory proposed to be annexed, sent by first-class mail to the clerk of the Maricopa County Board of Supervisors and the County assessor, and sent by first-class mail with an accurate map of the territory to be annexed to each owner of real and personal property that would be subject to taxation by the City in the event of annexation; and

WHEREAS, within one (1) year of the last day of the thirty-day waiting period, a petition has been presented in writing to the Mayor and Council, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City in the event of annexation, as shown by the last assessment of the property, asking that the property be annexed to the City; and

WHEREAS, the petition sets forth a true and correct description of all exterior boundaries of the territory proposed to be annexed, and no changes to such territory have been made after the petition had been signed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk; together with the original petition referred to herein; and

WHEREAS, the estimated current population of the area to be annexed is zero, and the estimated future population of the area to be annexed shall be in compliance with the Buckeye General Plan land use and density requirements.

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 territory legally described on Exhibit A and depicted on Exhibit B, incorporated herein by this express reference, is hereby annexed to the City of Buckeye, and the City's corporate limits are extended and increased to include the same.

Section 3. This annexation shall become final upon the expiration of thirty (30) days from the date of adoption of this Ordinance.

Section 4. The City Clerk is hereby directed to record a certified copy of this Ordinance, together with all exhibits hereto, with the Maricopa County Recorder's office immediately after this annexation becomes final.

Section 5. The territory annexed by this Ordinance shall be initially zoned and shown on the City's official zoning map as Light Industrial (I-1) zoning.

Section 6. The Mayor and Council hereby elect that the City be the provider of regular City Fire Department services to the subject property.

Section 7. The Mayor, City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 4th day of March, 2025.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

EXHIBIT "A"
TO
CITY OF BUCKEYE
ANNEXATION No. PLZM-24-0087

LEGAL DESCRIPTION:

A portion of the Parcel described in the deed with recording number 2022-0404799, Maricopa County Recorder;

Within the Southeast quarter of Section 5, Township 1 North, Range 2 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 5, marked by a found brass cap in a hand hole, from whence the East quarter corner of said Section 5, marked by a found brass cap in a hand hole, bears N 0°22'02" E (Basis of Bearings), a distance of 2645.05 feet;

Thence N 0°22'02" E, 1009.74 feet, along the East line of said Southeast quarter to the Southeast corner of said Parcel;

Thence S 89°57'00" W, 110.00 feet, along the South line of said Parcel, to a point marked by a found 1/2-inch rebar, the True Point of Beginning;

Thence S 89°57'00" W, 355.03 feet, continuing along said South line, to the Southwest corner of said Parcel, marked by a set MAG nail with a washer stamped RLS 60427, set atop a block wall;

Thence N 07°38'00" E, 495.99 feet, along the West line of said Parcel, to the Northwest corner of said Parcel, marked by a found 1/2-inch rebar with cap stamped LS 50618;

Thence N 89°57'00" E, 288.72 feet, along the North line of said Parcel, to a point marked by a found 1/2-inch rebar;

Thence S 00°02'00" E, 491.48 feet along a line 110.00 feet West of and parallel with the East line of said Section 5, to the True Point of Beginning;

Containing 158,234 square feet (3.633 acres) more or less.

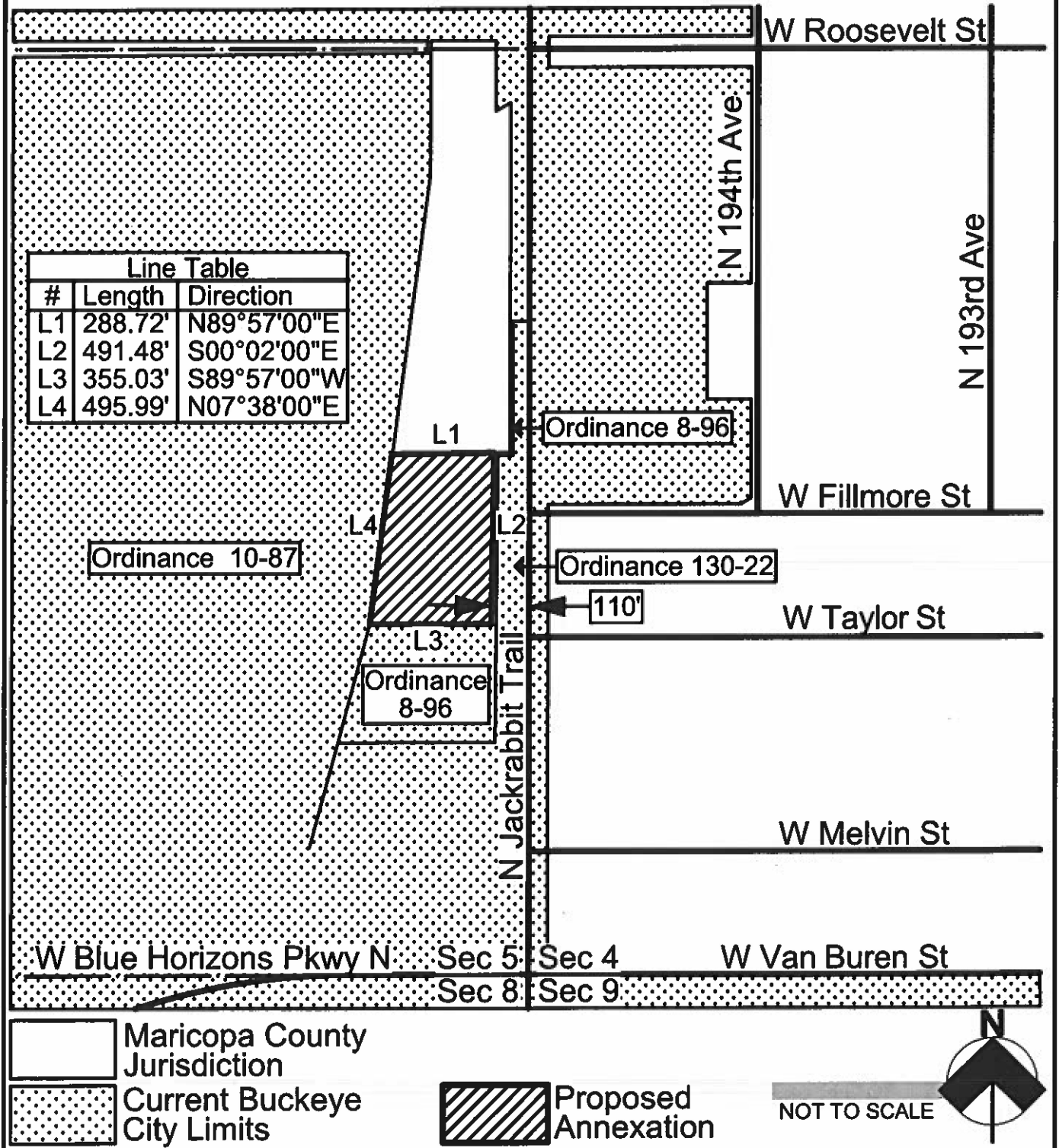
END OF LEGAL DESCRIPTION

Exhibit B

(Intentionally left blank. See following page)

CITY OF BUCKEYE EXHIBIT "B" TO ANNEXATION No. PLZM-24-0087

A PORTION OF SECTION 5, T1N, R2W
of the Gila and Salt River Base and Meridian
Maricopa County, Arizona





ANNEXATION

Report to the Mayor and City Council

CASE NUMBER: PLZM-24-0087

TITLE: TWC-Jackrabbit Trails Properties Annexation

MEETING DATE: March 4, 2024

Applicant/Owner: Thomas G. Hunt, Hunt Architects, Inc., on behalf of property owner TWC-Jackrabbit Trail Properties LLC

Request: Annexation

District: 5

Location: Approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street

Site size: Approximately 3.63 acres

Density: Not applicable

Public input: No comments have been received to date

Recommendation: Public Hearing and Adoption of Ordinance 06-25

PROJECT DESCRIPTION:

1. Thomas G. Hunt, Hunt Architects Inc., on behalf of property owner TWC-Jackrabbit Trail Properties LLC, is requesting annexation of one parcel of land totaling 3.63 acres located approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street. The proposed annexation does not include adjacent right-of-way as the right-of-way was annexed by prior Council action.
2. The blank petition for the proposed annexation was recorded on January 6, 2025 (see attachment). Per state law governing annexation, a public hearing providing any affected parties with an opportunity to comment on the request must be held at least 20, but no more than 30 days following recordation of the blank petition. Holding the public hearing for this annexation on February 4, 2025, conforms to timing requirements established by state statute. The proposed annexation is expected to return to Council for consideration of approval on or after March 4, 2025.

AREA CONTEXT:

3. **Table 1:** Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Enclosed Light Manufacturing	Business Commerce	Maricopa County IND-2 (Light Industrial)
North	Heavy Equipment Rental	Business Commerce	Maricopa County Light Industrial (IND-2)
East of Jackrabbit Trail	Building Material Sales, Rural Residential	Business Commerce	Maricopa County Light Industrial (IND-2) and Rural -43
South	Vacant/Undeveloped	Business Commerce	Commercial Center (CC)
West	Flood Control Structure	Employment	Planned Residential

PUBLIC PARTICIPATION SUMMARY:

4. The applicant is required to provide notices at least six (6) days in advance of the public hearing and 15 days prior to the end of the waiting period and site postings at least six (6) days in advance of the public hearing, as required by the Arizona Revised Statutes (ARS §9-471). All required notices and site postings have been completed for both hearings as established by state statute and City Code.
5. **Table 2:** Public Notices:

Notification Element	Date
Published in the Arizona Republic Newspaper	1 st Hearing: January 15, 2025
Published in the West Valley Republic	2 nd Hearing: February 12, 2025
Site Posted	Completed on: January 13, 2025
Mailing Notice to Property Owners Within Annexation Boundary	1 st Public Hearing: January 10, 2025 2 nd Public Hearing: February 6, 2025
Mailing Notice to Maricopa County Board of Supervisors	Completed on: January 22, 2025

1. No persons spoke during the February 4, 2025, City Council public hearing for this annexation. No additional public comment concerning the annexation request has been received to date.

ANALYSIS:

2. The subject property is presently located in the jurisdiction of Maricopa County and zoned Light Industrial (IND-2). Upon adoption of an annexation ordinance, the parcel would be assigned City of Buckeye Light Industrial (I-1) zoning, the district most closely aligned with the property's current County IND-2 zoning designation.
3. The property currently features a General Plan land use designation of Business Commerce, a land use designation intended to develop with regionally servicing commercial and business park uses.
4. The property is developed with an existing building that is home to Wallcon, a company that manufactures wood wall paneling. The existing use would be classified as light manufacturing by the City of Buckeye and would be permitted in the I-1 zoning the property will be assigned upon annexation.
5. The proposed annexation will allow for a proposed expansion of the existing facility to be permitted through the City of Buckeye. The proposed expansion will be required to adhere to all applicable City of Buckeye development and design standards.
6. The expanded facility will be eligible for City services such as police, fire, and sewer, but excluding water, as the site is located within the service area of Arizona Water Company.
7. The annexation proposal meets eligibility for size, dimension, and contiguity requirements for annexations as outlined in ARS §9-471.

8. The property is located within the Buckeye Union High School and Liberty Elementary School Districts. The continued use of the property for light manufacturing use should have no impact on either district.
9. The following City of Buckeye departments have reviewed and have found no outstanding issues with the application:
 - a. Engineering (Traffic)
 - b. Fire
 - c. Police
 - d. Water Resources
 - e. Development Services, including Planning and Civil Engineering/Survey

RECOMMENDATION:

6. The Mayor and City Council should conduct a public hearing and adopt Ordinance No. 06-25, approving the annexation of approximately 3.6 acres located approximately 1,107 feet south of the southwest corner of Jackrabbit Trail and Roosevelt Street.
7. Staff recommends approval of the request for the following reasons:
 - a. Furthers goals of the Buckeye General Plan.
 - b. Conformance with the Buckeye Development Code.
 - c. Eliminates multi-jurisdictional permitting issues pertaining to development of the property referencing Assessor Parcel Number (APN): 502-35-016K.
 - d. No outstanding issues from reviewing departments.

ATTACHMENTS:

Vicinity Map
Signed Petition
Annexation Project Narrative

Prepared By:
Andrea Marquez, Senior Planner Special Projects

Reviewed by:
Ken Galica, Planning Manager