



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
FEBRUARY 15, 2022
AGENDA**

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

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

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

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

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

- 1. Call to Order/Invocation/Pledge of Allegiance/Roll Call**
- 2. Comments from the Public- Members of the audience may comment on any item of interest.**
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda
- 3. Awards/Presentations/Proclamations**
- 4. Minutes**
- 4.A** [Council to take action on approval of the January 18, 2022 Council Workshop Minutes and January 18, 2022 Regular Council Meeting Minutes.](#)
- 5. Expenditures**
- 5.A** [Council to take action on the request to ratify the payment of the accounts payable expenditures](#)

made. Copies of invoices are available at City Hall.

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

6. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda -All items with an () are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests, in which event the item will be removed from the consent agenda and considered in its normal sequence*

- *6.A** Council to take action on Delivery Order No. 1 to the Job Order Contract (No. 20200003.03) between the City of Buckeye, an Arizona municipal corporation, and J. Banicki Construction, Inc., an Arizona corporation, related to the Buckeye Pool Parking Lot Expansion; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

Summary: The nature of the work to be performed under this project includes labor, materials, and equipment for expansion of the Buckeye Pool Parking Lot. This project will add approximately 142 more parking spaces needed for parking when the Buckeye pool expansion project is completed. The total amount to be paid under this Delivery Order shall not exceed \$1,516,933.90.

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

- *6.B** Council to take action approving the Cooperative Contract Purchase Addendum (CCPA) No. 2022034 between the City of Buckeye, an Arizona Municipal Corporation, and Modular Solutions, Ltd., related to the Public Works Yard Steel Building Erection; authorizing the Mayor to execute and deliver said contract on behalf of the City.

Summary: The Construction and Contracting division is recommending Modular Solutions, Ltd, to provide materials, installation and warranty for the construction of two structures: a thirty foot by thirty foot storage structure and a forty foot by one hundred fifty foot shade covering for the Public Works Yard. The total amount to be expended for this project shall not exceed \$327,035.01.

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

- *6.C** Council to take action on the Use Agreement between the City of Buckeye and Buckeye Little League relating to the use of sports fields at Earl Edgar Recreational Facility.

Summary: Buckeye Little League is a vital partner with the City providing sports programming to Buckeye's youth. The use agreement will formalize the partnership between the City of Buckeye and Buckeye Little League and will allow Buckeye Little League to continue using the concession stand and the baseball and softball fields at Earl Edgar Recreational Facility at reduced fees.

Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353

- *6.D** Council to take action on the First Renewal of the Art Display Agreement between the City of

Buckeye and Buckeye Main Street Coalition, Inc. relating to the display of framed artwork in City facilities; authorizing the Mayor to execute this First Renewal; and authorizing the City Manager to execute any future renewals.

Summary: In December 2019, Buckeye City Council approved the Art Display Agreement between the City of Buckeye and Buckeye Main Street Coalition. This agreement had an initial term of two years and can be renewed for a maximum of three additional two-year terms for a total of eight years. This renewal is for the first of three renewal terms and will extend the agreement to December 2023. The Art Display Agreement allows the City to display the Main Street Coalition owned-artwork in various City facilities, including City Hall and the Buckeye Valley Chamber of Commerce.

Staff Liaison: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353

- *6.E** Council to take action on the Memorandum of Understanding (MOU) between the Buckeye Police Department and the United States Marshals Service; and authorizing the Police Chief to execute and deliver the MOU.

Summary: The primary mission of the MOU is to participate in a task force to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives, thereby improving public safety and reducing violent crime.

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

- *6.F** Council to take action on a final plat of Verrado Victory District Phase 3C Unit 3, generally located on the northwest corner of Indian School Road and Exeter Boulevard within the Verrado Victory District.

Summary: The applicant has requested approval of a final plat of Verrado Victory District Phase 3C Unit 3 (PLZV-21-00039), consisting of ninety single-family lots on approximately 11.25 acres generally located on the northwest corner of Indian School Road and Exeter Boulevard within the Verrado Victory District. Approval of the requested final plat would enable the applicant to develop additional single-family housing in the Verrado Victory District. Requested by David Nilsen of Verrado ARC, LLC.

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

- *6.G** Council to take action on Resolution No. 20-22 ordering and calling a Primary Election to be held on Tuesday, August 2, 2022, and, if necessary, a General Election to be held on Tuesday, November 8, 2022, to nominate candidates for Council Member seats for Districts 4, 5, and 6 in the City of Buckeye; designating or providing for the manner in which the City Clerk shall conduct the election; Spanish translation of election materials; and the deadline for voter registration and mailing of ballots.

Summary: At the Primary Election, the qualified electors will vote for candidates for three Councilmember seats for Districts 4, 5, and 6 on Tuesday August 2, 2022, whose names shall appear on the ballot. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected. The General Election is called and will be held on November

8, 2022 in the event the nominated candidates do not receive a majority of votes during the Primary Election.

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

7. Public Hearings / Non-Consent - New Business

7.A [Council to hold a public hearing and take action on the request for a new Series 12 Restaurant Liquor License \(Application No. 180099\) for Carniceria Y Taqueria Durango Inc., located at 502 East Monroe Avenue in Buckeye.](#)

Summary: Carniceria Y Taqueria Durango Inc. is requesting approval for a new Series 12 Restaurant Liquor License for their existing location. The application was legally posted on January 20, 2022.

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

7.B [Council to hold a public hearing only regarding a Blank Annexation Petition for a project known as Vista Bonita.](#)

Summary: On the behalf of Villa Bonita Vista, LLC, EPS Group, Inc., is requesting a public hearing regarding a Blank Annexation Petition for an approximate two-acre parcel located east of the southeast corner of Broadway and Apache Roads into the City of Buckeye. The property will be classified as SF-43, Single Family Residential District, which is comparable to the RU-43 zoning in the county. The annexation is being requested in order to annex the small county 2-acre island into the City of Buckeye and rezone in order to incorporate the parcel into the Vista Bonita subdivision currently being planned.

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

7.C [Council to take action on entering into an Employment Agreement for the position of City Manager between Daniel Cotterman and the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement.](#)

Summary: The City of Buckeye operates under a Council-Manager form of government. The Mayor and Council are elected officials and are responsible for appointing a City Manager to carry out the daily administration of the City and to implement Council policies. A capable and effective City Manager allows the Mayor and Council to focus their efforts on residents' needs and desires, as well as development, growth and long-term planning of the City. It also provides staff with leadership and direction so they can effectively implement the policies approved by Council. Former City Manager, Roger Klingler, recently retired. Upon learning of Mr. Klingler's upcoming retirement, Council hired an executive search firm to help in the recruitment and selection of a new City Manager. At the completion of the recruitment process, Council unanimously voted to direct staff to begin working on an Employment Agreement to hire Daniel Cotterman as our next City Manager.

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

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

9. Comments from the Mayor and Council

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

Councilmember Youngker:

Public Safety Retirement Board (Police)

Airport Advisory Board

Main Street Board

Councilmember HagEstad:

Councilmember Goodman:

Valley Metro RPTA Board

WESTMARC

Councilmember Guy:

Buckeye Youth Council

Community Development Advisory Committee (CDAC Regular Member)

Vice Mayor Heustis:

Library Advisory Board

Planning and Zoning Commission Public Safety Retirement Board (Fire)

Buckeye Pollution Control Corporation (BPCC)

Chamber of Commerce Council Liaison

Councilmember Hess:

Community Development Advisory Committee (CDAC Alternate Member)

Community Services Advisory Board

Southwest Lending Closet Board

Mayor Orsborn:

MAG Regional Council - Member

MAG Economic Development Committee - Member

MAG Transportation Policy Committee - Member

Great Phoenix Economic Council (GPEC)

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

10. Council will make a motion to adjourn the meeting

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

MEETING DATE: 02/15/22	AGENDA ITEM: 4.A. Minutes
DATE PREPARED: 02/15/22	DISTRICT NO.: ALL
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on approval of the January 18, 2022 Council Workshop Minutes and January 18, 2022 Regular Council Meeting Minutes.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Council to take action on approval of the January 18, 2022 Council Workshop Minutes and January 18, 2022 Regular Council Meeting Minutes.

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

ATTACHMENTS:

[01.18.2022 Council Workshop Minutes.pdf](#)

[01.18.2022 Regular Council Meeting Minutes.pdf](#)



**CITY OF BUCKEYE
COUNCIL WORKSHOP
JANUARY 18, 2022
MINUTES**

**City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
3:00 PM**

1. Call to Order/Roll Call

Mayor Orsborn called the meeting to order at 3:00 p.m.

Members Present: Councilmember Youngker (arrived at 3:04 p.m.), Councilmember Goodman, Councilmember HagEstad (arrived at 3:24 p.m. via Microsoft Teams), Councilmember Guy, Councilmember Hess (via Microsoft Teams), Vice Mayor Heustis, and Mayor Orsborn

Members Absent: None.

Departments Present: City Manager Roger Klingler, Assistant City Manager James Shano, Deputy City Manager Dave Roderique, City Clerk Lucinda Aja, Deputy City Clerk Summer Stewart, Assistant to Mayor Christine Grundy, Chief Financial Officer William Kauppi, Community Services Director Miranda Gomez, Human Resources Director Nancy Love, and Information Technology Director Greg Platacz.

2. Workshop Items

2.A Ron Sites, President and CEO of Fighter Country Partnership, will provide Mayor and Council with an organizational update.

Staff Liaison: Christine Grundy, Assistant to the Mayor

Ron Sites, President and CEO of Fighter Country Partnership, presented an organizational update. The Fighter Country Partnership supports Luke Air Force Base and was started approximately ten years ago. The vision of the Fighter Country Foundation is to be the leader in the Valley of the Sun in enhancing the morale and well-being, culture and tradition, and sustainability of Luke Air Force Base. The Partnership's programs were listed and reviewed; an informational video about Luke Air Force Base and its fighter jet programs was played. The City of Buckeye was thanked for their support and partnership with the Fighter Country Foundation. Vice Mayor Heustis requested information regarding the F-35. Mr. Sites stated the F-35 fighter jet at Luke Air Force Base still exists; presented additional information regarding fighter jets at the Base. Mayor Orsborn requested additional information regarding Luke Days and other related programs. Mr. Sites provided additional information regarding the annual Luke Days event, which is a five-day event that includes several performances including air shows; information regarding the annual Golf Classic fundraiser event was provided. Mr. Sites was thanked for his presentation.

2.B Presentation and overview of the Mid-Year Fiscal Year 2021-2022 Budget and Capital Improvement Plan and preliminary overview of the Fiscal Year 2022-2023 budget.

Staff Liaison: William Kauppi, Chief Financial Officer; Chris Williams, Construction and Contracting Manager

Mr. Kauppi presented a mid-year financial overview and a mid-year recap of all approved Capital projects in the Fiscal Year (FY) 2021-2022 CIP Capital Budget. Transaction Privilege Tax (TPT) Revenue, State Shared Revenue (SSR), permitting activity and revenues, and General Fund year to date revenues were reviewed. General Fund expenditures year to date were listed and described; Water and wastewater revenues and expenditures were listed and summarized. Arizona Covid Aid, Relief and Economic Security (AZCARES) Act and American Rescue Plan Act (ARPA) funding and uses were listed and discussed. The Fiscal Year 2022-2023 preliminary budget was reviewed and an expected upcoming budget calendar was discussed; the FY 2022-2023 final budget is expected to be adopted by Council on July 5, 2022. An FY 2021-2022 revenue and expenditure summary was provided. An overview of forecasted operating revenues and expenditures was presented. One-time revenue expenditure projections were reviewed. Councilmember Guy requested clarification regarding expenditures. Mr. Kauppi stated the increase in expenditures include one-time expenditures; confirmed revenues have been strong and inflation is impacting both revenues and expenditures. Mayor Orsborn requested further information regarding revenues from online retail sales. Mr. Kauppi provided additional information regarding online retail sales and the reporting and monitoring of that information. Councilmember Goodman requested further information on savings due to unfilled positions. Mr. Kauppi stated there are salary savings due to vacancies and estimates it to be between \$500,000 and \$1,000,000. Mayor Orsborn requested further information regarding departmental expenditures. Mr. Kauppi provided additional information regarding departmental expenditures; mid-year reporting may not reflect what the actual expenditures will be at the end of the fiscal year. Councilmember Heustis requested further clarification regarding the allocation of AZCARES and ARPA funds. Mr. Kauppi stated allocation of those funds was presented to Council for approval during the FY 2021-2022 budget cycle; confirmed Council approved the use of those funds. Councilmember Guy requested further information regarding the use of AZCARES and ARPA funds. Mr. Kauppi stated there are several restrictions on the use of ARPA funds; confirmed funds may be rolled over and additional administrative reporting is required. Mayor Orsborn requested further clarification regarding AZCARES and ARPA funds. Mr. Kauppi clarified that if the funds are not used, there could potentially be approximately \$40,000,000 available to use, but noted there are restrictions on the number of years the funds can be rolled over. Councilmember Goodman requested clarification regarding contingency funds. Mr. Kauppi stated contingency funds are expended with the approval of Council and balances shown are a result of the AZCARES and ARPA funds. Councilmember Hess stated she would like to be involved in requests to use available AZCARES and ARPA funds. Mr. Williams provided an overview of the status of FY 2021-2022 Capital Improvement Plan (CIP) projects, including completed projects, projects that will be completed in this fiscal year, and ongoing projects that will be completed in the future. The City has seen an increase of approximately three percent in project costs due to inflation, supply-chain issues, and large amount of growth in the valley. The City has also realized project delays due to COVID and employee shortages. Projects approved that will be begin in this fiscal year will be rolled over to next fiscal year. An overview of the Jackie A. Meck Water Campus, Police Training and Evidence Building, Miller Road and Southern Avenue Intersection, Miller Road and Broadway Road Intersection, and Verrado Way and Yuma Road Intersection projects. Mayor Orsborn requested clarification regarding completion of intersection improvement projects. Mr. Williams stated the Miller Road intersection improvements are expected to be completed in March 2022. Vice Mayor Heustis requested information regarding placement of fiber optics conduit during road improvements. Mr. Williams provided clarification regarding placement of fiber optics and/or conduit during road improvements, which are not including in the Miller Road intersection improvements. Councilmember Guy requested further clarification regarding addition of fiber optic conduit. Mr. Williams stated with each project they determine if fiber optic conduit should be placed; it was not included in the Miller Road intersection improvement projects due to the length of the roadway improvements. Vice Mayor Heustis requested further information regarding the Verrado Way and Yuma Road Intersection project. Mr. Williams stated there are no expectations at this time for a full closure of the Verrado Way and Yuma Road intersection for improvements; provided additional information regarding staff working on the project. Enterprise Fund CIP projects were listed and reviewed.

2.C Council to receive a presentation from Buckeye Main Street Coalition on recent successes and upcoming initiatives.

Staff Liaison: Miranda Gomez, Community Services Director

Ms. Gomez opened the presentation and introduced Buckeye Main Street Coalition members Lara Serbin, Candy Youngker, Ryan Belshee, Jay Broadbent and Dorothy Lockard. Mr. Serbin presented information regarding initiatives and events from the latter half of 2021 as well as upcoming goals and focus areas to be advanced in 2022. Participation in events has increased; Mr. Belshee stated the Coalition is working to improve the organization, community engagement, and events and explained initiatives to accomplish those improvements; the Coalition is considering hiring a coordinator to assist with events and communication. Councilmember Youngker presented statements regarding improvements made and increased participation and engagement; requested further information regarding the coordinator position. Mr. Belshee stated the Coalition is not ready at this time to hire a coordinator, but are reviewing the options and hope to have that position filled in the future. Ms. Lockard provided additional information regarding the potential coordinator position and hiring for that position. Councilmember Guy stated the City is poised now to take advantage of growth and improving events in the downtown area. Councilmember Hess requested further information regarding the Memorandum of Understanding (MOU) between the City and the Coalition. Ms. Gomez stated the MOU specifically addresses listed events and activities that benefit the downtown area; the MOU may be amended to include additional funding for a paid employee. Councilmember Goodman thanked the members for their passion and the improvements made and is excited about the potential of incubator space for new businesses. Vice Mayor Heustis requested additional information regarding the upcoming Buckeye Days events. Ms. Lockard provided clarification regarding the Buckeye Days events and the coordination of those events with local businesses. Mr. Gomez presented statements regarding cross-promotion efforts for events between the City, the Coalition, and local businesses. Mr. Belshee stated the best way at this time to contact the Coalition is via their new website. General discussion was held regarding the potential coordinator position. Councilmember Hess thanked the Coalition and presented statements regarding opportunities for improvements. Mayor Orsborn thanked the Coalition and presented statements regarding successful events in the downtown area and community engagement opportunities. Ms. Youngker thanked Mayor and Council for their feedback and support; stated the board members are passionate about the City and members of the community and improving the Coalition.

3. Adjournment.

A motion was made by Councilmember Youngker and seconded by Vice Mayor Heustis to adjourn the meeting at 5:30 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held on January 18, 2022. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk



**CITY OF BUCKEYE
REGULAR COUNCIL MEETING
JANUARY 18, 2022
MINUTES**

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

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

Mayor Orsborn called the meeting to order at 6:00 p.m.; Susan Cheatham of Susan Cheatham Ministries led the invocation; Vice Mayor Heustis led the Pledge of Allegiance.

Members Present: Councilmember Youngker, Councilmember Goodman, Councilmember HagEstad (via Microsoft Teams), Councilmember HagEstad, Councilmember Hess (via Microsoft Teams), Councilmember Guy, Vice Mayor Heustis, and Mayor Orsborn.

Members Absent: None.

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

2. Comments from the Public – None.

3. Awards/Presentations/Proclamations – None.

4. Minutes

4.A Council to take action on approval of the December 14, 2021 Special Council Meeting Minutes, December 21, 2021 Council Workshop Minutes, and December 21, 2021 Regular Council Meeting Minutes.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to approve the December 14, 2021 Special Council Meeting Minutes, December 21, 2021 Council Workshop Minutes, and December 21, 2021 Regular Council Meeting Minutes. Motion passed unanimously.

5. Expenditures

5.A Council to take action on the request to ratify the payment of the accounts payable expenditures made.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to ratify the payment of the accounts payable expenditures made. Motion passed unanimously.

6. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda -All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. Mayor Orsborn declared a conflict and recused himself from voting on Items *6.A and *6.B. Councilmember HagEstad requested Item *6.I be pulled for discussion. A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to approve Items *6.A, *6.B, *6.C, *6.D, *6.E, *6.F, *6.G, *6.H., and *6.J. Motion passed unanimously.

- *6.A Council to take action on Resolution No. 17-22 approving the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District – f/k/a Whitestone District 1 Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado District 1 Community Facilities District, as Successor in Interest to Whitestone District 1 Community Facilities District, and DMB White Tank, LLC; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.**

Staff Liaison: Larry Price, Special Districts Manager

Mayor Orsborn declared a conflict and recused himself from the discussion and voting.

Council adopted Resolution No. 17-22 approving the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District – f/k/a Whitestone District 1 Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado District 1 Community Facilities District, as Successor in Interest to Whitestone District 1 Community Facilities District, and DMB White Tank, LLC; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.

- *6.B Council to take action on Resolution 18-22 approving the Second Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado Western Overlay Community Facilities District f/k/a Whitestone Western Overlay Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado Western Overlay Community Facilities District, as successor in interest to Whitestone Western Overlay Community Facilities District, and DMB White Tank, LLC; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.**

Staff Liaison: Larry Price, Special Districts Manager

Mayor Orsborn declared a conflict and recused himself from the discussion and voting.

Council adopted Agreement No. 1 (Verrado Western Overlay Community Facilities District f/k/a Whitestone Western Overlay Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado Western Overlay Community Facilities District, as successor in interest to Whitestone Western Overlay Community Facilities District, and DMB White Tank, LLC; and authorizing the Mayor to execute and deliver said Amendment on behalf of the City of Buckeye.

- *6.C Council to take action on Resolution No. 09-22 enlarging City of Buckeye Street Lighting Improvement District No. 2013-SLID-02; and ordering the recording and filing of this Resolution.**

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 09-22 enlarging City of Buckeye Street Lighting Improvement District No. 2013-SLID-02; and ordering the recording and filing of this Resolution.

- *6.D Council to take action on Resolution No 10-22 enlarging City of Buckeye Parkway Maintenance Improvement District No. 2013-MID-02; and ordering the recording and filing of this Resolution.**

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No 10-22 enlarging City of Buckeye Parkway Maintenance Improvement District No. 2013-MID-02; and ordering the recording and filing of this Resolution.

***6.E Council to take action on Resolution 12-22 enlarging City of Buckeye Street Lighting Improvement District No. 2007-SLID-010 and ordering the recording and filing of this Resolution.**

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution 12-22 enlarging City of Buckeye Street Lighting Improvement District No. 2007-SLID-010 and ordering the recording and filing of this Resolution.

***6.F Council to take action on Resolution 13-22 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2021-MID-003"; providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received and ordering the recording and filing of this Resolution.**

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution 13-22 accepting a Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the City of Buckeye; declaring the intention to form a Maintenance Improvement District; designating such District as "City of Buckeye Maintenance Improvement District No. 2021-MID-003"; providing for the annual levy of taxes or an annual assessment against the lots within the District in proportion to the benefits received and ordering the recording and filing of this Resolution.

***6.G Council to take action on Resolution No. 14-22 ordering the work as described in Resolution 13-22; ordering the formation of City of Buckeye Maintenance Improvement District No. 2021-MID-003 and ordering the recording and filing of this Resolution.**

Staff Liaison: Scott Lowe, Public Works Director

Council adopted Resolution No. 14-22 ordering the work as described in Resolution 13-22; ordering the formation of City of Buckeye Maintenance Improvement District No. 2021-MID-003 and ordering the recording and filing of this Resolution.

***6.H Council to take action to approve the form and substance of the Right of Entry Agreement for City staff use in obtaining temporary, non-exclusive access to property for drilling test bore wells, soil investigation and well water sampling, or sampling well water of an existing well; and authorize the City Manager to approve, execute and deliver such approved Right of Entry Agreement as needed.**

Staff Liaison: Scott Zipprich, City Engineer

Council approved the form and substance of the Right of Entry Agreement for City staff use in obtaining temporary, non-exclusive access to property for drilling test bore wells, soil investigation and well water sampling, or sampling well water of an existing well; and authorize the City Manager to approve, execute and deliver such approved Right of Entry Agreement as needed.

***6.I Council to take action on Resolution No. 16-22 adopting a Notice of Intent to establish a new or increased court enhancement fee related to funding improvements to the municipal court, and to make available to the public a written report in support of the proposed new or increased fee.**

Staff Liaison: Johnny Tse, Court Administrator

Councilmember HagEstad requested this item be pulled for discussion and requested clarification regarding the purpose of the new or increased fees. Judge Burkholder provided additional information regarding the proposed fees which, if approved, would increase the court enhancement fee from \$10 per case to \$20 per violation, consistent with current trends. The court enhancement fund exists to fund court related projects and was designed to enhance security at the court; there is currently \$313,000 in the fund. It is a standard process to review comparator municipal charges and align the City's charges with current trends. Councilmember HagEstad stated the importance of charging fees for a public purpose. Judge Burkholder stated the fees charged are placed in a reserve fund to be available when needed; the fees charged are a motivating factor and the proposed fees will alleviate confusion and is customer service driven. Staff recommends increasing the fee and updating the charge from a per case basis to a per violation basis. General discussion was held regarding fees per case and fees per violation and the City's net fees after paying State fees. Councilmember Hess requested clarification regarding the proposed fee amendments. Judge Burkholder stated the updated fee schedule and request for increased fees is not time sensitive. A motion was made by Councilmember HagEstad and seconded by Councilmember Youngker to continue to the February 1, 2022 Regular Council Meeting action on Resolution No. 16-22 adopting a Notice of Intent to establish a new or increased court enhancement fee related to funding improvements to the municipal court, and to make available to the public a written report in support of the proposed new or increased fee. Councilmember HagEstad, Councilmember Youngker, Councilmember Hess, Councilmember Guy, and Mayor Orsborn voted aye; Councilmember Goodman and Vice Mayor Heustis voted nay. Motion carried.

- *6.J Council to take action on the removal of Charles Trullinger (District 6) as a Regular Member of the Planning and Zoning Commission, the appointment of Nick Hudec (District 6) as a Regular Member of the Planning and Zoning Commission, and the appointment of Sebastian Trupinao (District 6) as an Alternate Member of the Planning and Zoning Commission.**
Staff Liaison: Summer Stewart, Deputy City Clerk

Council approved the removal of Charles Trullinger (District 6) as a Regular Member of the Planning and Zoning Commission, the appointment of Nick Hudec (District 6) as a Regular Member of the Planning and Zoning Commission, and the appointment of Sebastian Trupinao (District 6) as an Alternate Member of the Planning and Zoning Commission.

7. Public Hearings / Non-Consent - New Business

- 7.A Council to take action to authorize the use of \$342,737 in General Fund contingency funds to add two (2) full-time equivalent (FTE) positions in the Development Services department, four (4) full-time equivalent positions in the Engineering department, and one (1) full-time equivalent positions in the Community Services department, and authorizing the use of \$37,000 in Water and Wastewater Fund contingency funds for one (1) full-time equivalent position in Water Services, for a total not to exceed \$379,737, to cover costs associated with the rapid growth of the community, particularly for economic development projects (employment, retail, and services).**
Staff Liaison: Dave Roderique, Deputy City Manager

Mr. Roderique presented information regarding the request to authorize the use of \$397,737 in funds for eight new positions and/or consultant funding. The City is expecting housing numbers to increase and is expecting ongoing residential growth; commercial development has increased and development related revenues are up 136 percent in the past five years. An overview of development activity was provided; internal process improvements have been implemented and new positions have been added in the Development Services, Engineering, and Economic Developments; however, staff is having difficulty keeping up with the workload. Staff is requesting authorization to expend funds for eight new positions and/or consultant funding to support development and growth. Councilmember Youngker requested further information regarding previously approved new positions. Mr. Roderique stated there are still six positions staff is recruiting for; some positions are difficult to recruit for and the City is currently using consultant support, but consulting services are very

expensive. Councilmember HagEstad requested clarification regarding position requests. Mr. Roderique stated these new position requests are different from the ones the City is currently recruiting for and staff is hopeful these positions can be filled without the use of consulting services; stated the volume of development activity the City expects will greatly increase with the development of multi-family projects; provided additional clarification regarding the permitting and review process. Mr. Craig stated there is typically one permit per building; staff tries to minimize the number of permits per parcel; stated the time to review one permit with 100 units takes approximately the same time as 100 individual units. Councilmember Goodman requested further information regarding the process improvements recently recommended by a consultant hired by the City. Mr. Roderique stated staff has begun reviewing the recommendations but implementation will be incremental and will not solve all of the current needs of the City; stated process improvements have been implemented and will be ongoing; stated the City has already implemented several technological processes and will continue to implement improvement processes. Vice Mayor Heustis requested further information regarding consultant services; requested clarification regarding permitting processes. Mr. Roderique provided information regarding consulting services and contract employees; stated the importance of timely processing projects; stated there are teams of staff dedicated to projects to process critical and complicated projects. Councilmember Guy stated she is opposed to hiring new staff at this point and would like to receive the final report from the consultant hired to provide recommendations for process improvements and would like to receive results from the compensation and classification currently underway; requested clarification regarding estimated funds requested for the new positions; stated including these requests as part of the annual budget process may be a better approach; stated all departments are experiencing workload increases as a result of the City's rapid growth. Mr. Roderique stated the funding requests are based on the mid-point salary range and includes vehicle and equipment necessary for each position; the funding requests do not include the costs of benefits. Mayor Orsborn presented statements regarding interactions with developers who are frustrated with the time it takes to process their projects with the City; stated he would like the process review to exceed timeline expectations and process projects as quickly as possible, which will require additional staff and process improvements. Councilmember Goodman stated the importance of implementing improvements in the appropriate sequence. Mr. Roderique stated not all of the recommended process improvements are short-term and will be implemented incrementally; the City has issues now with critical projects that cannot wait several months for City review. Councilmember Goodman stated he would like to see the final report from the consultant with the process improvement recommendations. Councilmember HagEstad stated consulting services may be a better option at this point instead of hiring full-time employees. Vice Mayor Heustis expressed concerns with waiting to fill these positions due to the growth the City is experiencing now. Mr. Roderique stated Council has the option of approving the funds to be used for consulting services only at this time. Councilmember Youngker requested clarification regarding possible State legislation that may affect inspection processes. Mr. Diaz stated several bills are currently before the State legislature related to the permitting and inspection processes. Mayor Orsborn stated the importance of keeping up with demands and providing staff with the tools to meet growing demands. Mr. Roderique stated the City may not be able to contract for certain positions due to the nature of the duties. Councilmember Guy requested direction regarding the authorization of funds for consulting service. Ms. Schmidt stated Council may take action to amend the current recommended motion to allow the use of funds, in any amount, for new staff and/or for consulting services. Mr. Roderique provided clarification regarding the requested new positions; stated all requested positions will aid in the planning and review process. Mr. Zipprich stated consulting services are currently being utilized for the Project Engineer positions; stated it would be difficult to find consulting services to perform the functions of the requested Permit Technician II position; provided further information regarding the duties of the requested Addressing Technician position. Ms. Solano stated it would be difficult to find consulting services to perform the functions of the requested Senior Civil Engineer for the Water Resources Department due to the complex nature of the City's agreements related to water; confirmed ALL development projects within the City require solutions for water resources. Ms. Gomez stated plan review duties in the Community Services Department are currently performed by the City's Administration and Project Manager; due to increased growth staff is requesting a Planner I position in the Community Services Department and expects it to be difficult to hire a consulting firm to conduct the duties of the position due to the unique nature of the projects. Mr. Craig stated it would be difficult to utilize consulting services for the requested Permit Technician II position in the Development Services Department due to the internal systems and programs that must be utilized; stated the functions of the requested Building Inspector II

position will require an individual with extensive and unique knowledge of the types of projects the City is expecting in the near future. Councilmember Youngker asked the status of morale with current City employees. Mr. Roderique stated results of the compensation and classification study will help to increase morale; stated the ability for employees in certain positions to work remotely continues to be a significant motivating factor to retain and recruit employees. Mr. Zipprich stated the Engineering Department expects to expend over one million dollars for consulting services this fiscal year; stated the fees charged by consultants have greatly increased due to demand.

A motion was made by Vice Mayor Heustis and seconded by Councilmember Goodman to authorize the use of \$342,737 in General Fund contingency funds to add two (2) full-time equivalent (FTE) positions in the Development Services department, four (4) full-time equivalent positions in the Engineering department, and one (1) full-time equivalent positions in the Community Services department, and authorizing the use of \$37,000 in Water and Wastewater Fund contingency funds for one (1) full-time equivalent position in Water Services, for a total not to exceed \$379,737, to cover costs associated with the rapid growth of the community, particularly for economic development projects (employment, retail, and services). Councilmember Youngker, Councilmember HagEstad, Councilmember Goodman, Councilmember Hess, Vice Mayor Heustis, and Mayor Orsborn voted aye; Councilmember Guy voted nay. Motion carried.

8. Staff Reports / Discussion and Possible Direction from Council

8.A Intergovernmental Affairs Director George Diaz will provide information regarding the creation and initiation of a federal government relations program.

Staff Liaison: George Diaz, Intergovernmental Affairs Director

Mr. Diaz presented information regarding the creation and initiation of a federal government relations program employing contractors to pursue federal grants and federal approvals necessary for capital improvements and expediting federal authorization for capital projects. Councilmember Guy requested further information regarding the hiring of staff or consultants to assist with grant writing. Mr. Diaz stated he would be responsible for hiring staff or a consulting service to assist with lobbying at the Federal level and grant writing and grant submission; provided clarification regarding the duties of a lobbyist and a grant writer. Vice Mayor Heustis requested further information regarding federal districts. Mr. Diaz stated the districts essentially go into effect when the elected official is seated. Councilmember Youngker requested clarification regarding consulting services for the federal government relations program. Mr. Diaz stated he intends to use a local and reputable firm for consulting services. Councilmember Guy requested further information regarding costs. Mr. Diaz stated a lobbyist will cost approximately \$8,000 per month for all services; costs related to grant writers are expected to be between \$4,000 and \$5,000 per month. General discussion was held regarding the importance of lobbying at the federal level and capturing available grant funding.

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

Mr. Klingler presented a brief summary of current events.

10. Comments from the Mayor and Council

Councilmember Youngker: presented statements regarding the informational packets that will be provided to new residents.

Councilmember HagEstad: no comment.

Councilmember Goodman: thanked staff for the information presented during the discussion held regarding the request for new full-time employee positions.

Vice Mayor Heustis: no comment.

Councilmember Guy: presented statements regarding the recent successful Buckeye Marathon.

Councilmember Hess: congratulated Councilmember Guy for receiving a medal during the recent Buckeye Marathon; presented statements regarding recent events held in the City.

Mayor Orsborn: presented statements regarding the recent successful Buckeye Marathon; thanked Maria Riebs and the Buckeye Youth Council for assisting with creating new resident information packets.

11. Council will make a motion to adjourn the meeting

A motion was made by Councilmember Youngker and seconded by Vice Mayor Heustis to adjourn the meeting at 8:04 p.m. Motion passed unanimously.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Council Meeting held on January 18, 2022. I further certify that a quorum was present.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 02/15/22	AGENDA ITEM: 5.A. City Expenditures
DATE PREPARED: 02/15/22	DISTRICT NO.: All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Expenditures

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

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:

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

BUDGETED:

Yes

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

ATTACHMENTS:

[Expenditures 01112022-01122022.pdf](#)

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139569 01/11/2022 PRD 1064 AFLAC 5,450.59 1030 603707 216700 AFLAC	01/11/2022		011122R	5,450.59
	CHECK	139569	TOTAL:	5,450.59
139570 01/11/2022 PRD 6620 AT&T MOBILITY 40.24 40003210 526025 354.38 10002121 526025 57.51 10002140 526025	01/11/2022		011122R	452.13
	CHECK	139570	TOTAL:	452.13
139571 01/11/2022 PRD 1174 ARIZONA MUNICIPAL RISK RETENTION 325,450.00 1030 Oct - Dec 2021 218000	01/11/2022		011122R	325,450.00
	CHECK	139571	TOTAL:	325,450.00
139572 01/11/2022 PRD 1177 ARIZONA PUBLIC SERVICE 1,131.29 31503170 527040 2020-SLID-002	01/11/2022		011122R	1,131.29
	CHECK	139572	TOTAL:	1,131.29
139573 01/11/2022 PRD 1318 COLONIAL SUPPLEMENTAL INS. 1,196.88 1030 85985590112122 216800	01/11/2022		011122R	1,196.88
	CHECK	139573	TOTAL:	1,196.88
139574 01/11/2022 PRD 6434 FLEXIBLE BENEFIT ADMINISTRATORS, 705.00 10001115 520037 167579	01/11/2022		011122R	705.00
	CHECK	139574	TOTAL:	705.00
139575 01/11/2022 PRD 1489 GUST ROSENFELD P.L.C. 516.00 80067705 520001 382086	01/11/2022		011122R	516.00
	Legal Services			
GUST ROSENFELD P.L.C. 126.00 80017702 520001 382107	01/11/2022		011122R	126.00
	Legal Services			
GUST ROSENFELD P.L.C. 141.10 10001108 520001 382088	01/11/2022		011122R	141.10
	Legal Services			
GUST ROSENFELD P.L.C. 265.20 10001108 520001 382092	01/11/2022		011122R	265.20
	Legal Services			
GUST ROSENFELD P.L.C. 679.58 31503170 520028 382099	01/11/2022		011122R	679.58
	Set-Up Fees for MID/SLID			

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 2
 |apcschdsb

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

INVOICE

INV DATE

PO

CHECK

NET

GUST ROSENFELD P.L.C.	382108	01/11/2022	011122R	126.00
126.00 80027703 520001		Legal Services		
GUST ROSENFELD P.L.C.	382102	01/11/2022	011122R	136.85
136.85 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382110	01/11/2022	011122R	766.71
766.71 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382103	01/11/2022	011122R	1,206.16
1,206.16 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382105	01/11/2022	011122R	136.85
136.85 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382097	01/11/2022	011122R	33.16
33.16 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382151	01/11/2022	011122R	930.00
930.00 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382150	01/11/2022	011122R	549.00
549.00 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382091	01/11/2022	011122R	35.28
35.28 10001108 520001		Legal Services		
GUST ROSENFELD P.L.C.	382104	01/11/2022	011122R	1,023.83
1,023.83 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382109	01/11/2022	011122R	703.22
703.22 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382100	01/11/2022	011122R	799.85
799.85 40003210 520001		Legal Services		
GUST ROSENFELD P.L.C.	382087	01/11/2022	011122R	1,987.74
1,987.74 40103200 520001		Legal Services		
GUST ROSENFELD P.L.C.	382089	01/11/2022	011122R	1,342.59
1,342.59 10001108 520001		Legal Services		
GUST ROSENFELD P.L.C.	382095	01/11/2022	011122R	559.73
559.73 10001108 520001		Legal Services		
GUST ROSENFELD P.L.C.	382096	01/11/2022	011122R	33.16
33.16 31503170 520028		Set-Up Fees for MID/SLID		
GUST ROSENFELD P.L.C.	382090	01/11/2022	011122R	8,524.30
8,524.30 10001108 520001		Legal Services		

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 3
 |apcshdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	139575	TOTAL:	20,622.31
139576	01/11/2022	PRTD	1589 KRONOS INCORPORATED	115856451	01/11/2022		011122R	154.53
			154.53 10001189 520032		Telecom Services			
			KRONOS INCORPORATED	118565450	01/11/2022		011122R	65.78
			65.78 10001189 520032		Telecom Services			
					CHECK	139576	TOTAL:	220.31
139577	01/11/2022	PRTD	1612 LIBERTY MUTUAL INSURANCE GROUP	0000478562	01/11/2022		011122R	5,963.28
			5,963.28 1030 216170		Liberty Home & Auto Ins			
					CHECK	139577	TOTAL:	5,963.28
139578	01/11/2022	PRTD	1520 MW FAMILY HOLDINGS LLC	12312021	01/11/2022		011122R	5,996.68
			100.58 10003171 522155		Operational Supplies			
			69.99 10003172 520512		Building Repairs			
			50.31 10003172 521520		Small Tools<\$5,000			
			13.91 10003172 521720		Shop Supplies			
			20.70 10003172 520600		Swimming Pool R & M			
			1,214.77 10004155 522155		Operational Supplies			
			2,371.85 10004155 522155		Operational Supplies			
			30.59 38103202 522155		Operational Supplies			
			412.63 38103202 520502		Street Overlay R & M			
			227.62 40003211 520586		Irrigation Systems Parts/Mater			
			48.17 40003212 520515		Generator R & M			
			8.32 40003212 520577		Reservoir/Booster Maint/Repair			
			22.45 40003216 520585		Treatment Plant O&M			
			81.84 40003217 520581		Well Maintenance Repair			
			67.62 40003218 520577		Reservoir/Booster Maint/Repair			
			43.43 40003231 521512		Parts/Materials			
			846.17 40003350 521514		Water Distrib System R&M			
			31.67 40003351 520575		Water Meters R & M			
			92.89 40013231 521512		Parts/Materials			
			118.36 40013222 520543		WW R&M			
			45.28 40013224 520035		Landscaping			
			77.53 40013224 520542		Sludge Removal			
					CHECK	139578	TOTAL:	5,996.68
139579	01/11/2022	PRTD	5433 LEGALSHIELD	49588 - 122521	01/11/2022		011122R	601.95
			601.95 1030 216300		Pre-paid Legal			
					CHECK	139579	TOTAL:	601.95

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 4
|apcshdsb

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

INVOICE						INV DATE	PO	CHECK	NET
139580	01/11/2022	PRTD	5247	REPUBLIC SERVICES	0753-006590805	01/11/2022		011122R	579.07
					579.07 10001110 520026	Garbage Collections			
				REPUBLIC SERVICES	0753-006587329	01/11/2022		011122R	74.86
					74.86 10001110 520026	Garbage Collections			
				REPUBLIC SERVICES	0753-006586950	01/11/2022		011122R	226.47
					226.47 10001110 520026	Garbage Collections			
				REPUBLIC SERVICES	0753-006591268	01/11/2022		011122R	50.22
					50.22 10001110 520026	Garbage Collections			
				REPUBLIC SERVICES	0753-006586899	01/11/2022		011122R	486.27
					486.27 10001110 520026	Garbage Collections			
				REPUBLIC SERVICES	0753-006586951	01/11/2022		011122R	4,303.78
					4,303.78 10001110 520026	Garbage Collections			
						CHECK	139580	TOTAL:	5,720.67
139581	01/11/2022	PRTD	5194	RICOH USA, INC.	9029311697R	01/11/2022		011122R	1,825.62
					5.26 10001101 523056	Copying/Printing/Binding			
					22.84 10001102 523056	Copying/Printing/Binding			
					47.00 10001110 523056	Copying/Printing/Binding			
					47.00 10001115 523056	Copying/Printing/Binding			
					193.54 10001187 523056	Copying/Printing/Binding			
					179.91 10002121 523056	Copying/Printing/Binding			
					52.16 10002140 523056	Copying/Printing/Binding			
					18.38 10003170 523056	Copying/Printing/Binding			
					53.00 10003171 523056	Copying/Printing/Binding			
					56.39 10004150 523056	Copying/Printing/Binding			
					132.28 10004151 523056	Copying/Printing/Binding			
					557.43 10004153 523056	Copying/Printing/Binding			
					12.81 10004156 523056	Copying/Printing/Binding			
					26.60 10004160 523056	Copying/Printing/Binding			
					62.72 10004160 523056	Copying/Printing/Binding			
					77.00 10005185 523056	Copying/Printing/Binding			
					29.56 10004160 523056	Copying/Printing/Binding			
					19.78 35754150 523056	Copying/Printing/Binding			
					147.07 40003210 523056	Copying/Printing/Binding			
					19.49 40003230 523056	Copying/Printing/Binding			
					24.79 40013230 523056	Copying/Printing/Binding			
					19.58 40013230 523056	Copying/Printing/Binding			
					1.57 40053205 523056	Copying/Printing/Binding			
					19.46 40053230 523056	Copying/Printing/Binding			
						CHECK	139581	TOTAL:	1,825.62

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 5
|apcschdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139582 01/11/2022 PRD 5974 SENERGY PETROLEUM, LLC 44973 Dec2021	01/11/2022		011122R	8,823.59
6,582.93 10002121 522507 Vehicle Fuel				
2,240.66 10002140 522507 Vehicle Fuel				
SENERGY PETROLEUM, LLC 44971 Dec2021	01/11/2022		011122R	16,938.22
11,583.36 10002121 522507 Vehicle Fuel				
3,029.85 10002140 522507 Vehicle Fuel				
2,136.61 10003171 522507 Vehicle Fuel				
136.43 10003172 522507 Vehicle Fuel				
51.97 40003210 522507 Vehicle Fuel				
SENERGY PETROLEUM, LLC 44974 Dec2021	01/11/2022		011122R	4,668.98
2,558.57 10002121 522507 Vehicle Fuel				
987.47 10002140 522507 Vehicle Fuel				
1,122.94 10003171 522507 Vehicle Fuel				
SENERGY PETROLEUM, LLC 44976 Dec2021	01/11/2022		011122R	5,408.58
4,250.27 10002121 522507 Vehicle Fuel				
1,157.09 10002140 522507 Vehicle Fuel				
1.22 10003171 522507 Vehicle Fuel				
CHECK 139582 TOTAL:				35,839.37
139583 01/11/2022 PRD 6379 SYMETRA LIFE INSURANCE COMPANY Jan 2022	01/11/2022		011122R	22,879.48
5,186.41 1030 216200 AD&D Life City Paid				
7,882.15 1030 216150 Voluntary Life				
1,186.96 1030 216160 Voluntary AD&D				
8,623.96 1030 216100 Short Term Disability				
CHECK 139583 TOTAL:				22,879.48
139584 01/11/2022 PRD 6377 THE HOLMAN GROUP OF ARIZONA INV3003642	01/11/2022		011122R	865.26
865.26 10001115 520037 Professional Services General				
CHECK 139584 TOTAL:				865.26
139585 01/11/2022 PRD 6069 UNITED PET CARE, LLC 30006536	01/11/2022		011122R	1,101.20
1,101.20 1030 216450 United Pet Care				
CHECK 139585 TOTAL:				1,101.20
139586 01/11/2022 PRD 2058 VERIZON WIRELESS SERVICES, LLC 9894962114	01/11/2022		011122R	18,807.08
375.00 10001100 526025 Telephone				
245.00 10001101 526025 Telephone				
160.00 10001188 526025 Telephone				
60.00 10001110 526025 Telephone				
120.00 10001115 526025 Telephone				

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 6
|apcshdsb

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

INVOICE

INV DATE

PO

CHECK

NET

5,975.00	10002121	526025	Telephone			
711.00	10002140	526025	Telephone			
96.00	10002140	526025	Telephone			
220.00	10004151	526025	Telephone			
575.00	10004155	526025	Telephone			
40.00	10004150	526025	Telephone			
120.00	35794150	521519	LTAF II			
40.00	30604150	526025	Telephone			
440.00	10004153	526025	Telephone			
40.00	10004156	526025	Telephone			
360.00	10004160	526025	Telephone			
40.00	10004154	526025	Telephone			
200.00	10003171	526025	Telephone			
40.00	40103200	526025	Telephone			
280.00	40053205	526025	Telephone			
80.00	10003170	526025	Telephone			
360.00	10003172	526025	Telephone			
1,200.00	38103202	526025	Telephone			
2,957.00	40003210	526025	Telephone			
790.00	40013220	526025	Telephone			
200.00	10001112	526025	Telephone			
960.00	10005185	526025	Telephone			
1,160.00	10005180	526025	Telephone			
160.00	10001102	526025	Telephone			
803.08	10001189	526025	Telephone			
VERIZON WIRELESS SERVICES, LLC 9894962113			01/11/2022	011122R	8,539.23	
4,152.90	10002121	526025	Telephone			
100.83	35732121	523104	PD TLO Sustainment			
130.80	10002140	526025	Telephone			
30.41	35772140	523013	Nuc Emerg. Mgmt Expenditure			
672.00	10002140	526025	Telephone			
686.70	10005180	526025	Telephone			
523.20	10005185	526025	Telephone			
98.10	40013220	526025	Telephone			
1,079.10	40003210	526025	Telephone			
32.70	38103202	526025	Telephone			
65.40	10003171	526025	Telephone			
65.40	40053205	526025	Telephone			
32.70	40053205	526025	Telephone			
65.40	10001189	526025	Telephone			
214.99	10001189	520032	Telecom Services			
65.40	10004151	526025	Telephone			
65.40	10001101	526025	Telephone			
32.70	10001188	526025	Telephone			
130.80	10001187	526025	Telephone			
261.60	10001100	526025	Telephone			
32.70	10001102	526025	Telephone			
VERIZON WIRELESS SERVICES, LLC 9894946119			01/11/2022	011122R	71.61	
71.61	10002140	526025	Telephone			

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 7
|apcshdsb

	CHECK	139586	TOTAL:	27,417.92
NUMBER OF CHECKS	18	*** CASH ACCOUNT TOTAL ***		463,439.94
	COUNT	AMOUNT		
	-----	-----		
TOTAL PRINTED CHECKS	18	463,439.94		
		*** GRAND TOTAL ***		463,439.94

01/11/2022 17:09 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 8
 |apcshdsb

CLERK: acruz

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 7 280	APP 1030-201000	01/11/2022	011122R	R01112			Accounts Payable		362,643.38	
							AP CASH DISBURSEMENTS JOURNAL			
APP 9999-104000	01/11/2022	011122R	R01112				Cash in Bank - Checking			463,439.94
							AP CASH DISBURSEMENTS JOURNAL			
APP 4000-201000	01/11/2022	011122R	R01112				Accounts Payable		6,472.01	
							AP CASH DISBURSEMENTS JOURNAL			
APP 1000-201000	01/11/2022	011122R	R01112				Accounts Payable		80,546.40	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3150-201000	01/11/2022	011122R	R01112				Accounts Payable		7,329.81	
							AP CASH DISBURSEMENTS JOURNAL			
APP 8006-201000	01/11/2022	011122R	R01112				Accounts Payable		516.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 8001-201000	01/11/2022	011122R	R01112				Accounts Payable		126.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 8002-201000	01/11/2022	011122R	R01112				Accounts Payable		126.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4010-201000	01/11/2022	011122R	R01112				Accounts Payable		2,027.74	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3810-201000	01/11/2022	011122R	R01112				Accounts Payable		1,675.92	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4001-201000	01/11/2022	011122R	R01112				Accounts Payable		1,266.53	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3575-201000	01/11/2022	011122R	R01112				Accounts Payable		19.78	
							AP CASH DISBURSEMENTS JOURNAL			
APP 4005-201000	01/11/2022	011122R	R01112				Accounts Payable		399.13	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3579-201000	01/11/2022	011122R	R01112				Accounts Payable		120.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3060-201000	01/11/2022	011122R	R01112				Accounts Payable		40.00	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3573-201000	01/11/2022	011122R	R01112				Accounts Payable		100.83	
							AP CASH DISBURSEMENTS JOURNAL			
APP 3577-201000	01/11/2022	011122R	R01112				Accounts Payable		30.41	
							AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									463,439.94	463,439.94
APP 9999-201010	01/11/2022	011122R	R01112				DT DF		463,439.94	
APP 1030-101010	01/11/2022	011122R	R01112				Pooled Cash Equity			362,643.38
APP 4000-101010	01/11/2022	011122R	R01112				Pooled Cash Equity			6,472.01
APP 1000-101010	01/11/2022	011122R	R01112				Pooled Cash Equity			80,546.40
APP 3150-101010	01/11/2022	011122R	R01112				Pooled Cash Equity			7,329.81

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 8006-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			516.00
APP 8001-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			126.00
APP 8002-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			126.00
APP 4010-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			2,027.74
APP 3810-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			1,675.92
APP 4001-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			1,266.53
APP 3575-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			19.78
APP 4005-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			399.13
APP 3579-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			120.00
APP 3060-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			40.00
APP 3573-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			100.83
APP 3577-101010	01/11/2022	011122R	R01112			Pooled Cash Equity			30.41
	01/11/2022	011122R	R01112						
SYSTEM GENERATED ENTRIES TOTAL								463,439.94	463,439.94
JOURNAL 2022/07/280 TOTAL								926,879.88	926,879.88

01/11/2022 17:09
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

|P 10
|apcshdsb

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund	2022	7	280	01/11/2022			
1000-101010					Pooled Cash Equity		80,546.40
1000-201000					Accounts Payable	80,546.40	
						-----	-----
					FUND TOTAL	80,546.40	80,546.40
1030 Payroll Fund	2022	7	280	01/11/2022			
1030-101010					Pooled Cash Equity		362,643.38
1030-201000					Accounts Payable	362,643.38	
						-----	-----
					FUND TOTAL	362,643.38	362,643.38
3060 C/S Social Services Program Fd	2022	7	280	01/11/2022			
3060-101010					Pooled Cash Equity		40.00
3060-201000					Accounts Payable	40.00	
						-----	-----
					FUND TOTAL	40.00	40.00
3150 SLID Operations	2022	7	280	01/11/2022			
3150-101010					Pooled Cash Equity		7,329.81
3150-201000					Accounts Payable	7,329.81	
						-----	-----
					FUND TOTAL	7,329.81	7,329.81
3573 Police Department Grants	2022	7	280	01/11/2022			
3573-101010					Pooled Cash Equity		100.83
3573-201000					Accounts Payable	100.83	
						-----	-----
					FUND TOTAL	100.83	100.83
3575 Area Agency on Aging	2022	7	280	01/11/2022			
3575-101010					Pooled Cash Equity		19.78
3575-201000					Accounts Payable	19.78	
						-----	-----
					FUND TOTAL	19.78	19.78
3577 Nuclear Emergency Management	2022	7	280	01/11/2022			
3577-101010					Pooled Cash Equity		30.41
3577-201000					Accounts Payable	30.41	
						-----	-----
					FUND TOTAL	30.41	30.41
3579 Arizona Lottery Fund	2022	7	280	01/11/2022			
3579-101010					Pooled Cash Equity		120.00
3579-201000					Accounts Payable	120.00	
						-----	-----
					FUND TOTAL	120.00	120.00
3810 Highway User Revenue Fund	2022	7	280	01/11/2022			

01/11/2022 17:09
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF DATE	DEBIT	CREDIT
ACCOUNT						
3810-101010						1,675.92
3810-201000					1,675.92	
					-----	-----
				FUND TOTAL	1,675.92	1,675.92
4000 Water Utility Fund	2022	7	280	01/11/2022		
4000-101010						6,472.01
4000-201000					6,472.01	
					-----	-----
				FUND TOTAL	6,472.01	6,472.01
4001 Wastewater Fund	2022	7	280	01/11/2022		
4001-101010						1,266.53
4001-201000					1,266.53	
					-----	-----
				FUND TOTAL	1,266.53	1,266.53
4005 Environmental Services	2022	7	280	01/11/2022		
4005-101010						399.13
4005-201000					399.13	
					-----	-----
				FUND TOTAL	399.13	399.13
4010 Airport Fund	2022	7	280	01/11/2022		
4010-101010						2,027.74
4010-201000					2,027.74	
					-----	-----
				FUND TOTAL	2,027.74	2,027.74
8001 Verrado Dist 1 CFD O&M	2022	7	280	01/11/2022		
8001-101010						126.00
8001-201000					126.00	
					-----	-----
				FUND TOTAL	126.00	126.00
8002 Verrado WO CFD O&M	2022	7	280	01/11/2022		
8002-101010						126.00
8002-201000					126.00	
					-----	-----
				FUND TOTAL	126.00	126.00
8006 Fest Ranch CFD O&M	2022	7	280	01/11/2022		
8006-101010						516.00
8006-201000					516.00	
					-----	-----
				FUND TOTAL	516.00	516.00
9999 Pooled Cash	2022	7	280	01/11/2022		
9999-104000						463,439.94

01/11/2022 17:09
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 12
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE		DEBIT	CREDIT
ACCOUNT					ACCOUNT DESCRIPTION			
9999-201010					DT DF		463,439.94	
						FUND TOTAL	463,439.94	463,439.94

FUND	DUE TO	DUE FR
1000 General Fund		80,546.40
1030 Payroll Fund		362,643.38
3060 C/S Social Services Program Fd		40.00
3150 SLID Operations		7,329.81
3573 Police Department Grants		100.83
3575 Area Agency on Aging		19.78
3577 Nuclear Emergency Management		30.41
3579 Arizona Lottery Fund		120.00
3810 Highway User Revenue Fund		1,675.92
4000 Water Utility Fund		6,472.01
4001 Wastewater Fund		1,266.53
4005 Environmental Services		399.13
4010 Airport Fund		2,027.74
8001 Verrado Dist 1 CFD O&M		126.00
8002 Verrado WO CFD O&M		126.00
8006 Fest Ranch CFD O&M		516.00
9999 Pooled Cash		
	463,439.94	
	-----	-----
TOTAL	463,439.94	463,439.94

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

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139587 01/12/2022 PRD 6456 3 MINUTE BUCKEYE LLC 08.06.21 128.94 10005185 521508	08/06/2021 22200256 011222AP			128.94
Automotive Expenses				
3 MINUTE BUCKEYE LLC 1029 117.93 10005185 521508	12/06/2021 22200256 011222AP			117.93
Automotive Expenses				
3 MINUTE BUCKEYE LLC 1037 116.93 10005185 521508	12/31/2021 22200256 011222AP			116.93
Automotive Expenses				
3 MINUTE BUCKEYE LLC 1035 60.00 10001189 521508	01/03/2022 22200937 011222AP			60.00
Automotive Expenses				
CHECK 139587 TOTAL:				423.80
139588 01/12/2022 PRD 6450 ACE FITNESS EQUIPMENT SERVICE AND 4047 181.00 10002140 520525	12/30/2021 22200578 011222AP			181.00
Hardware Maintenance				
ACE FITNESS EQUIPMENT SERVICE AND 4042 151.76 10002140 520525	12/30/2021 22200578 011222AP			151.76
Hardware Maintenance				
ACE FITNESS EQUIPMENT SERVICE AND 4046 181.00 10002140 520525	12/30/2021 22200578 011222AP			181.00
Hardware Maintenance				
ACE FITNESS EQUIPMENT SERVICE AND 4045 181.00 10002140 520525	12/30/2021 22200578 011222AP			181.00
Hardware Maintenance				
ACE FITNESS EQUIPMENT SERVICE AND 4044 181.00 10002140 520525	12/30/2021 22200578 011222AP			181.00
Hardware Maintenance				
CHECK 139588 TOTAL:				875.76
139589 01/12/2022 PRD 5566 ACRO SERVICE CORPORATION 1558018 1,273.00 10005185 520037	12/05/2021 22200399 011222AP			1,273.00
Professional Services General				
ACRO SERVICE CORPORATION 1573531 727.75 10002121 520012	12/19/2021 22200404 011222AP			727.75
Contract Labor				
ACRO SERVICE CORPORATION 1541515 1,273.00 10005185 520037	11/28/2021 22200399 011222AP			1,273.00
Professional Services General				
ACRO SERVICE CORPORATION 1517305 1,273.00 10005185 520037	11/14/2021 22200399 011222AP			1,273.00
Professional Services General				
ACRO SERVICE CORPORATION 1507485 1,018.40 10005185 520037	10/31/2021 22200399 011222AP			1,018.40
Professional Services General				
ACRO SERVICE CORPORATION 1541517 585.36 10005180 520056	11/28/2021 22200758 011222AP			585.36
Inspection Services				
ACRO SERVICE CORPORATION 1541516 01/06/2022 22200758 011222AP				1,951.20

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

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

INVOICE

INV DATE

PO

CHECK

NET

				1,951.20	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1572713			01/06/2022 22200758 011222AP	1,463.40
				1,463.40	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1597068			01/06/2022 22200758 011222AP	585.36
				585.36	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1597069			01/02/2022 22200757 011222AP	487.80
				487.80	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1507486			11/07/2021 22200758 011222AP	536.58
				536.58	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1481771			10/17/2021 22200404 011222AP	727.75
				727.75	10002121	520012	Contract Labor	
			ACRO SERVICE CORPORATION	1558019			12/05/2021 22200758 011222AP	1,951.20
				1,951.20	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1501459			10/31/2021 22200758 011222AP	1,024.38
				1,024.38	10005180	520056	Inspection Services	
			ACRO SERVICE CORPORATION	1558020			12/05/2021 22200758 011222AP	1,951.20
				1,951.20	10005180	520056	Inspection Services	
							CHECK 139589 TOTAL:	16,829.38
139590	01/12/2022	PRTD	1045 AHS RESCUE LLC	22738			12/07/2021 22200118 011222AP	154.43
				154.43	35772140	523013	Nuc Emerg. Mgmt Expenditure	
			AHS RESCUE LLC	22764			12/10/2021 22200065 011222AP	145.85
				145.85	10002140	521922	Uniforms	
			AHS RESCUE LLC	22806			12/29/2021 22200118 011222AP	154.43
				154.43	35772140	523013	Nuc Emerg. Mgmt Expenditure	
			AHS RESCUE LLC	22739			12/07/2021 22200118 011222AP	110.67
				110.67	35772140	523013	Nuc Emerg. Mgmt Expenditure	
			AHS RESCUE LLC	22807			12/22/2021 22200118 011222AP	-110.67
				-110.67	35772140	523013	Nuc Emerg. Mgmt Expenditure	
							CHECK 139590 TOTAL:	454.71
139591	01/12/2022	PRTD	1517 ALBERT HOLLER & ASSOCIATES	12312021			12/31/2021 22200411 011222AP	5,000.00
				5,000.00	10001110	520037	Professional Services General	

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 3
| apcshdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	139591	TOTAL:	5,000.00
139592	01/12/2022	PRTD	5097 ALFA LAVAL INC	281072850 2,703.28 40013224 520543	12/29/2021	22200634	011222AP WW R&M	2,703.28
					CHECK	139592	TOTAL:	2,703.28
139593	01/12/2022	PRTD	1088 AMERICAN TOWER CORP	372008312 4,974.82 10002121 521505	01/01/2022	22200244	011222AP Equipment Rental	4,974.82
					CHECK	139593	TOTAL:	4,974.82
139594	01/12/2022	PRTD	6851 AMILIA CONSULTING USA	INV-0338 1,500.00 10004150 520037	12/31/2021	22200148	011222AP Professional Services General	1,500.00
					CHECK	139594	TOTAL:	1,500.00
139595	01/12/2022	PRTD	5211 ARIZONA FIRE CHIEFS ASSOCIATION	200001433 825.00 10002140 526120	01/05/2022	22200071	011222AP Dues and Memberships	825.00
					CHECK	139595	TOTAL:	825.00
139596	01/12/2022	PRTD	6626 LAND ADVISORS ORGANIZATION	2022-1000-AZ 211.24 10001187 520037	01/04/2022	22200197	011222AP Professional Services General	211.24
					CHECK	139596	TOTAL:	211.24
139597	01/12/2022	PRTD	5686 ARIZONA PPE RECON, INC.	3229 1,239.00 10002140 520518	12/22/2021	22200022	011222AP Equip Testing & Certification	1,239.00
					CHECK	139597	TOTAL:	1,239.00
139598	01/12/2022	PRTD	5967 ARIZONA STATE RIFLE AND PISTOL AS BPD	1221 768.00 10002121 522155	01/04/2022	22200291	011222AP Operational Supplies	768.00
					CHECK	139598	TOTAL:	768.00
139599	01/12/2022	PRTD	6665 ASPIN/MOHAVE	22A08388 2,445.40 35754150 521502	12/02/2021	22200031	011222AP Program Supplies/Equipment	2,445.40
			ASPIN/MOHAVE	22A09207 2,999.18 35754150 521502	12/14/2021	22200031	011222AP Program Supplies/Equipment	2,999.18
			ASPIN/MOHAVE	22A09624	12/22/2021	22200031	011222AP	2,432.52

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 4
| apcshdsb

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	CASH	TH BANK	CHECKING	INVOICE	INV DATE	PO	CHECK	NET
				2,432.52	35754150	521502	Program Supplies/Equipment				
			ASPIN/MOHAVE			22A09711		12/28/2021	22200829	011222AP	2,143.18
				2,143.18	35754150	521502	Program Supplies/Equipment				
								CHECK	139599	TOTAL:	10,020.28
139600	01/12/2022	PRTD	1043 ASSI SECURITY OF ARIZONA			52346		01/04/2022	22200608	011222AP	34,735.51
				34,735.51	40003210	543028	Jackie A Meck Wtr Campus/BRWC				
								CHECK	139600	TOTAL:	34,735.51
139601	01/12/2022	PRTD	1162 ARIZONA DEPARTMENT WATER RESOURCE FY22 GILVER RIVER			140.00	40003227 520049	01/10/2022		011222AP	140.00
							Laboratory Fees				
								CHECK	139601	TOTAL:	140.00
139602	01/12/2022	PRTD	1174 ARIZONA MUNICIPAL RISK RETENTION			1296		12/30/2021		011222AP	5,000.00
				5,000.00	31001115	523001	General Liability Claims				
								CHECK	139602	TOTAL:	5,000.00
139603	01/12/2022	PRTD	1177 ARIZONA PUBLIC SERVICE			483086		12/29/2021		011222AP	33,795.72
				33,795.72	50213170	543069	Miller & Southern TS				
								CHECK	139603	TOTAL:	33,795.72
139604	01/12/2022	PRTD	6548 BADGER METER INC			1478044		12/21/2021	22200667	011222AP	22,557.85
				22,557.85	40003351	520575	Water Meters R & M				
								CHECK	139604	TOTAL:	22,557.85
139605	01/12/2022	PRTD	5131 BANNER ESTRELLA MED CENTER			41539404	11/08/2021 11/08/2021	22200093	011222AP		1,342.00
				1,342.00	10002140	522153	Medical Supplies				
			BANNER ESTRELLA MED CENTER			41539404	12/05/2021 12/05/2021	22200093	011222AP		1,288.00
				1,288.00	10002140	522153	Medical Supplies				
								CHECK	139605	TOTAL:	2,630.00
139606	01/12/2022	PRTD	6936 BEKA HOLDINGS, LLC			44863		12/30/2021	22200570	011222AP	2,350.00
				2,350.00	10002121	520012	Contract Labor				

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 5
| apcsbdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	139606	TOTAL:	2,350.00
139607	01/12/2022	PRTD	1213 BINGHAM EQUIPMENT CO	P44968 2,303.61 10002140 520525	01/03/2022	22200037	011222AP Hardware Maintenance	2,303.61
					CHECK	139607	TOTAL:	2,303.61
139608	01/12/2022	PRTD	1124 ARIZONA LANGUAGE SPECIALISTS	DECEMBER 2021 675.00 10002120 520037	12/31/2021	22200028	011222AP Professional Services General	675.00
					CHECK	139608	TOTAL:	675.00
139609	01/12/2022	PRTD	5077 BUCKEYE MAIN STREET COALITION	22 17,250.00 10004150 520038	01/04/2022	22200317	011222AP Contributions to Civic Organiz	17,250.00
					CHECK	139609	TOTAL:	17,250.00
139610	01/12/2022	PRTD	1257 BUSTAMANTE & KUFFNER PC	12/31/21 13,000.00 10001108 520021	12/31/2021	22200137	011222AP City Prosecutor	13,000.00
					CHECK	139610	TOTAL:	13,000.00
139611	01/12/2022	PRTD	6859 CALIFORNIA ENVIRONMENTAL CONTROLS	4459 27,233.00 40003216 520585	11/24/2021	22200724	011222AP Treatment Plant O&M	27,233.00
					CHECK	139611	TOTAL:	27,233.00
139612	01/12/2022	PRTD	1274 CALVERT OIL COMPANY	150715 319.16 40003218 520515	11/22/2021		011222AP Generator R & M	319.16
					CHECK	139612	TOTAL:	319.16
139613	01/12/2022	PRTD	1279 CANON SOLUTIONS AMERICA, INC	4040437425 185.13 10005180 520037	12/31/2021	22200149	011222AP Professional Services General	185.13
					CHECK	139613	TOTAL:	185.13
139614	01/12/2022	PRTD	5015 F.S.O.C. LLC	1442 20,990.00 10002121 521509	10/27/2021	22200581	011222AP Public Safety Equipment	20,990.00
					CHECK	139614	TOTAL:	20,990.00

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 6
| apcs hdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139615 01/12/2022 PRD 6721 DCS MANAGMENT, LLC 440.00 40013227 520049 73774	12/15/2021	22200921	011222AP Laboratory Fees	440.00
CHECK 139615 TOTAL:				440.00
139616 01/12/2022 PRD 5295 DELL MARKETING L.P. 4,318.36 10001192 521523 10548335094	12/29/2021	22200465	011222AP Equipment <\$5,000	4,318.36
CHECK 139616 TOTAL:				4,318.36
139617 01/12/2022 PRD 5337 DESERT CHOICE TRANSPORT, LLC 700.00 10004153 521537 6448	12/31/2021	22200854	011222AP Program Transportation	700.00
CHECK 139617 TOTAL:				700.00
139618 01/12/2022 PRD 5961 DIBBLE CM, LLC 21,580.00 10005185 520006 121710.06 - 1	01/04/2022	22200588	011222AP Engineering Services	21,580.00
CHECK 139618 TOTAL:				21,580.00
139619 01/12/2022 PRD 6963 DMB WHITE TANK, LLC 208,350.44 10001108 523041 1102022	01/10/2022		011222AP Reimbursement Agreements	208,350.44
CHECK 139619 TOTAL:				208,350.44
139620 01/12/2022 PRD 5587 DYKMAN ELECTRICAL INC 3,232.62 40013222 520543 0567458-IN	12/30/2021	22200934	011222AP WW R&M	3,232.62
CHECK 139620 TOTAL:				3,232.62
139621 01/12/2022 PRD 1388 E-Z TOWING & RECOVERY LLC 162.00 10002121 520033 21-1125-3614	01/06/2022	22200321	011222AP Vehicle Towing	162.00
CHECK 139621 TOTAL:				162.00
139622 01/12/2022 PRD 6814 ENVIRONMENTAL PLANNING GROUP, LLC TG15348 3,121.65 50214150 543060	12/29/2021	22100895	011222AP BLM Land Miller/TonopSalomeHwy	3,121.65
CHECK 139622 TOTAL:				3,121.65
139623 01/12/2022 PRD 5676 FIRESTATS, LLC 2,700.00 10002140 526121 BUK 2021-CYQ4	12/31/2021	22200094	011222AP On-line Subscriptions	2,700.00

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 7
| apcshdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	139623	TOTAL:	2,700.00
139624	01/12/2022	PRTD	1450 FOSTER ELECTRIC MOTOR SERVICE INC 195998 1,125.00 40013222 520543		12/23/2021	22200599	011222AP WW R&M	1,125.00
					CHECK	139624	TOTAL:	1,125.00
139625	01/12/2022	PRTD	5419 FX TACTICAL 500.00 10002121 521509 500.00 35732121 523106	I1-10020471 I1-10020505	12/22/2021	22200080	011222AP Public Safety Equipment DOJ COPS BVP Grant	1,000.00
				FX TACTICAL 500.00 10002121 521509 500.00 35732121 523106	01/04/2022	22200080	011222AP Public Safety Equipment DOJ COPS BVP Grant	1,000.00
					CHECK	139625	TOTAL:	2,000.00
139626	01/12/2022	PRTD	6562 GABOR LORANT ARCHITECTS, INC 19115-09 12,542.20 50214150 543058		01/07/2022	22200391	011222AP Buckeye Pool Expansion	12,542.20
					CHECK	139626	TOTAL:	12,542.20
139627	01/12/2022	PRTD	1486 GRAYBAR 269.61 40013231 521512	9324913194	12/28/2021	22200298	011222AP Parts/Materials	269.61
					CHECK	139627	TOTAL:	269.61
139628	01/12/2022	PRTD	1497 HAMILTON'S TOWING 87.00 10002121 521508	105779	01/06/2022	22200215	011222AP Automotive Expenses	87.00
					CHECK	139628	TOTAL:	87.00
139629	01/12/2022	PRTD	1491 USA BLUE BOOK 49.23 40013221 521503	824678	12/20/2021	22200223	011222AP Lab Supplies	49.23
					CHECK	139629	TOTAL:	49.23
139630	01/12/2022	PRTD	5180 HDR ENGINEERING, INC 1200402630 27,613.50 10005185 520006		01/11/2022	22200344	011222AP Engineering Services	27,613.50
					CHECK	139630	TOTAL:	27,613.50

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 8
| apcshdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139631 01/12/2022 PRD 1513 HILL BROTHERS CHEMICAL COMPANY 07118497 3,040.80 40013221 521540	12/27/2021	22200364	011222AP Chemicals	3,040.80
HILL BROTHERS CHEMICAL COMPANY 07118375 228.06 40003215 521540	12/27/2021	22200133	011222AP Chemicals	228.06
HILL BROTHERS CHEMICAL COMPANY 07118376 152.04 40003214 521540	12/27/2021	22200133	011222AP Chemicals	152.04
CHECK 139631 TOTAL:				3,420.90
139632 01/12/2022 PRD 5285 JONES BROTHERS INVESTMENTS LLC 01102022 47,942.53 10001108 523041	01/10/2022		011222AP Reimbursement Agreements	47,942.53
CHECK 139632 TOTAL:				47,942.53
139633 01/12/2022 PRD 5363 K.P. VENTURES 10106 76,507.69 40003213 520581	12/02/2021	22200729	011222AP Well Maintenance Repair	76,507.69
CHECK 139633 TOTAL:				76,507.69
139634 01/12/2022 PRD 5952 KIEWIT/HAYDON, A JOINT VENTURE 2112150009AHOTM 2,113.49 40003210 543028	12/28/2021	21900960	011222AP Jackie A Meck Wtr Campus/BRWC	2,113.49
KIEWIT/HAYDON, A JOINT VENTURE 2112150027 24,129.25 40003210 543028	12/22/2021	21900960	011222AP Jackie A Meck Wtr Campus/BRWC	24,129.25
KIEWIT/HAYDON, A JOINT VENTURE 2112280017 191,737.36 40003210 543028	12/22/2021	22001223	011222AP Jackie A Meck Wtr Campus/BRWC	191,737.36
CHECK 139634 TOTAL:				217,980.10
139635 01/12/2022 PRD 5666 KIMLEY-HORN AND ASSOCIATES, INC. 20222849 10,299.00 50213170 543120	11/30/2021	22101077	011222AP ITS Yuma-237th-Verrado Way	10,299.00
CHECK 139635 TOTAL:				10,299.00
139636 01/12/2022 PRD 6701 LEXISNEXIS COPLOGIC SOLUTIONS INC 808169-20211231 1,437.30 10002121 526121	12/31/2021	22200556	011222AP On-line Subscriptions	1,437.30
CHECK 139636 TOTAL:				1,437.30
139637 01/12/2022 PRD 6392 LITCHFIELD TACTICAL, LLC 20211104002 1,200.00 10002121 520012	11/04/2021	22200955	011222AP Contract Labor	1,200.00

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 9
| apcshdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
					CHECK	139637	TOTAL:	1,200.00
139638	01/12/2022	PRTD	1622 LOOMIS	12918944 508.57 10002120 520053	11/30/2021	22200041	011222AP Armored Car Services	508.57
			LOOMIS	12898572 355.72 10001110 520053 355.73 40003230 520053 355.73 40013230 520053 355.73 40053230 520053	10/31/2021	22200249	011222AP Armored Car Services Armored Car Services Armored Car Services Armored Car Services	1,422.91
					CHECK	139638	TOTAL:	1,931.48
139639	01/12/2022	PRTD	6791 MGC CONTRACTORS, INC	7 203,020.57 40001113 543042	12/31/2021	22200275	011222AP waterline at Airport	203,020.57
					CHECK	139639	TOTAL:	203,020.57
139640	01/12/2022	PRTD	5741 MICHAEL WILSON KELLY-ARCHITECTS L	2019.12.08 7,540.00 50214150 543113	12/22/2021	22200861	011222AP CDBG - Sr Ctr Kitchen Remodel	7,540.00
					CHECK	139640	TOTAL:	7,540.00
139641	01/12/2022	PRTD	6918 MIDWEST TAPE, LLC	501313599 55.66 10004151 521550	11/23/2021	22200396	011222AP Library Materials	55.66
					CHECK	139641	TOTAL:	55.66
139642	01/12/2022	PRTD	1687 MUNICIPAL EMERGENCY SERVICES	IN1661773 204.83 10002140 520525	01/03/2022	22200039	011222AP Hardware Maintenance	204.83
					CHECK	139642	TOTAL:	204.83
139643	01/12/2022	PRTD	6451 NESTLE WATERS NORTH AMERICA	01L6700439645 248.54 10005180 521501	01/04/2022	22200216	011222AP Office Supplies	248.54
					CHECK	139643	TOTAL:	248.54
139644	01/12/2022	PRTD	6451 NESTLE WATERS NORTH AMERICA	01K6700439637 42.16 10002120 521501	12/02/2021	22200029	011222AP Office Supplies	42.16
					CHECK	139644	TOTAL:	42.16

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 10
| apcshdsb

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

				INVOICE	INV DATE	PO	CHECK	NET
139645	01/12/2022	PRTD	6451 NESTLE WATERS NORTH AMERICA	01L6700439637 60.21 10002120 521501	01/04/2022	22200029	011222AP Office Supplies	60.21
					CHECK	139645	TOTAL:	60.21
139646	01/12/2022	PRTD	999990 Tawnya Green	01052022 240.00 10001115 523018	01/05/2022		011222AP Passport Expense	240.00
					CHECK	139646	TOTAL:	240.00
139647	01/12/2022	PRTD	6881 PARTNERSHIP FOR ECONOMIC INNOVATI	20273 10,000.00 10001189 526120	12/20/2021	22200960	011222AP Dues and Memberships	10,000.00
					CHECK	139647	TOTAL:	10,000.00
139648	01/12/2022	PRTD	3024 PBC PHOENIX INC	536852 66.39 40013220 520019	12/31/2021	22200705	011222AP Custodial Contract (PW)	66.39
				PBC PHOENIX INC	536855 230.00 40013220 520019	12/31/2021	22200705 011222AP Custodial Contract (PW)	230.00
				PBC PHOENIX INC	536854 230.00 40013220 520019	12/31/2021	22200705 011222AP Custodial Contract (PW)	230.00
				PBC PHOENIX INC	536851 132.78 40013220 520019	12/31/2021	22200705 011222AP Custodial Contract (PW)	132.78
				PBC PHOENIX INC	536837 984.00 35754150 520019	12/31/2021	22200651 011222AP Custodial Contract (PW)	984.00
				PBC PHOENIX INC	536843 694.80 40003210 520019	12/31/2021	22200693 011222AP Custodial Contract (PW)	694.80
					CHECK	139648	TOTAL:	2,337.97
139649	01/12/2022	PRTD	6741 AIMS COMPANIES	929951 889.49 40013226 520037	12/29/2021	22200644	011222AP Professional Services General	889.49
					CHECK	139649	TOTAL:	889.49
139650	01/12/2022	PRTD	1789 PRECISION ELECTRIC CO, INC	0097399-IN 5,636.28 40003218 520581	12/29/2021	22200919	011222AP Well Maintenance Repair	5,636.28
					CHECK	139650	TOTAL:	5,636.28

01/12/2022 15:18 |City of Buckeye, AZ - LIVE
acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 11
|apcshdsb

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

INVOICE	INV DATE	PO	CHECK	NET
139651 01/12/2022 PRD 5343 PROFORCE LAW ENFORCEMENT 471448 3,536.61 10002121 521509	01/04/2022 22200441	011222AP	Public Safety Equipment	3,536.61
CHECK 139651 TOTAL:				3,536.61
139652 01/12/2022 PRD 2135 QUIKTRIP CORPORATION 011022 39,629.47 10001108 523041	01/10/2022	011222AP	Reimbursement Agreements	39,629.47
CHECK 139652 TOTAL:				39,629.47
139653 01/12/2022 PRD 6627 RAPIDSCALE INV00042393 1,953.57 10001189 520030	01/01/2022 22200076	011222AP	Software Maintenance	1,953.57
CHECK 139653 TOTAL:				1,953.57
139654 01/12/2022 PRD 6903 RELX INC. 3093620364 103.84 10002120 526121	12/31/2021 22200015	011222AP	On-line Subscriptions	103.84
CHECK 139654 TOTAL:				103.84
139655 01/12/2022 PRD 5716 BLUECOSMO BU014104398 163.62 35772140 523013	12/24/2021 22200119	011222AP	Nuc Emerg. Mgmt Expenditure	163.62
CHECK 139655 TOTAL:				163.62
139656 01/12/2022 PRD 1858 SHI INTERNATIONAL CORP B14568613 330.48 40003210 520030 330.47 40013220 520030	12/31/2021 22200922	011222AP	Software Maintenance Software Maintenance	660.95
CHECK 139656 TOTAL:				660.95
139657 01/12/2022 PRD 5318 SOLENIS LLC 131921312 11,825.19 40013222 521540	12/30/2021 22200306	011222AP	Chemicals	11,825.19
CHECK 139657 TOTAL:				11,825.19
139658 01/12/2022 PRD 3089 SOMERSET LANDSCAPE LLC PHXW 309830 610.15 40003212 520035 1,214.94 40003213 520035 637.39 40003214 520035 575.33 40003215 520035 983.90 40003216 520035 197.29 40003217 520035 1,801.79 40003218 520035	12/31/2021 22200403	011222AP	Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping	6,020.79

01/12/2022 15:18 | City of Buckeye, AZ - LIVE
acruz | A/P CASH DISBURSEMENTS JOURNAL

| P 12
| apcshdsb

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

INVOICE

INV DATE

PO

CHECK

NET

						CHECK	139658	TOTAL:	6,020.79
139659	01/12/2022	PRTD	6542	SOUTHWEST PRECISION ARMS LLC	1011	11/23/2021	22200281	011222AP	1,630.00
				1,630.00	10002121 522155	Operational Supplies			
						CHECK	139659	TOTAL:	1,630.00
139660	01/12/2022	PRTD	5971	STANLEY CONSULTANTS, INC.	235920	01/01/2022	22100819	011222AP	18,465.00
				18,465.00	50213170 543073	Durango St - Miller to Yuma			
						CHECK	139660	TOTAL:	18,465.00
139661	01/12/2022	PRTD	6622	SUNRISE ENGINEERING INC	0122622	01/01/2022	22200591	011222AP	20,215.00
				20,215.00	10005185 520006	Engineering Services			
						CHECK	139661	TOTAL:	20,215.00
139662	01/12/2022	PRTD	1995	THE ARIZONA REPUBLIC	0004306099	01/06/2022	22200052	011222AP	392.60
				392.60	10001102 523055	Legal Printing and Advertising			
						CHECK	139662	TOTAL:	392.60
139663	01/12/2022	PRTD	1884	THE SEGAL COMPANY	425968	12/31/2021	22200136	011222AP	2,416.67
				2,416.67	10001115 520037	Professional Services General			
						CHECK	139663	TOTAL:	2,416.67
139664	01/12/2022	PRTD	1999	TISCHLERBISE INC	202210000087	01/01/2022	22200508	011222AP	4,500.00
				4,500.00	10005180 520037	Professional Services General			
						CHECK	139664	TOTAL:	4,500.00
139665	01/12/2022	PRTD	2021	TYLER TECHNOLOGIES, INC.	130-124879	12/01/2021	22200965	011222AP	13,074.07
				13,074.07	10001189 520030	Software Maintenance			
						CHECK	139665	TOTAL:	13,074.07
139666	01/12/2022	PRTD	2038	UNITED FIRE EQUIPMENT	755595	01/04/2022	22200084	011222AP	17.77
				17.77	10002140 521922	Uniforms			
						CHECK	139666	TOTAL:	17.77

01/12/2022 15:18 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL

|P 13
 |apcshdsb

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

INVOICE

INV DATE

PO

CHECK

NET

139667	01/12/2022	PRTD	2061	VERN LEWIS WELDING SUPPLY INC	RI21120206	12/31/2021	22200069	011222AP	108.52
				108.52 10002140 522153				Medical Supplies	
				VERN LEWIS WELDING SUPPLY INC	RI21120207	12/31/2021	22200069	011222AP	44.06
				44.06 10002140 522153				Medical Supplies	
				VERN LEWIS WELDING SUPPLY INC	RI21110207	11/30/2021	22200069	011222AP	108.52
				108.52 10002140 522153				Medical Supplies	
				VERN LEWIS WELDING SUPPLY INC	RI02110206	10/31/2021	22200069	011222AP	44.06
				44.06 10002140 522153				Medical Supplies	
						CHECK	139667	TOTAL:	305.16
139668	01/12/2022	PRTD	6158	VOIANCE LANGUAGE SERVICES, LLC	1447212	12/31/2021	22200434	011222AP	65.49
				65.49 10002121 520037				Professional Services General	
						CHECK	139668	TOTAL:	65.49
139669	01/12/2022	PRTD	2080	WAXIE SANITARY SUPPLY	80548366	12/23/2021	22200440	011222AP	67.84
				67.84 10002140 522155				Operational Supplies	
						CHECK	139669	TOTAL:	67.84
139670	01/12/2022	PRTD	6743	WILLMENG CONSTRUCTION, INC.	9	11/30/2021	22100606	011222AP	321,710.81
				321,710.81 50214150 543055				Sundance Park Ph II	
						CHECK	139670	TOTAL:	321,710.81

NUMBER OF CHECKS 84 *** CASH ACCOUNT TOTAL *** 1,555,031.02

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	84	1,555,031.02

*** GRAND TOTAL *** 1,555,031.02

01/12/2022 15:18 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 14
 |apcshdsb

CLERK: acruz

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022	7	362									
APP	1000-201000		01/12/2022	011222AP	AP0112			Accounts Payable		508,891.50	
								AP CASH DISBURSEMENTS JOURNAL			
APP	9999-104000		01/12/2022	011222AP	AP0112			Cash in Bank - Checking			1,555,031.02
								AP CASH DISBURSEMENTS JOURNAL			
APP	3577-201000		01/12/2022	011222AP	AP0112			Accounts Payable		472.48	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4001-201000		01/12/2022	011222AP	AP0112			Accounts Payable		24,920.59	
								AP CASH DISBURSEMENTS JOURNAL			
APP	3575-201000		01/12/2022	011222AP	AP0112			Accounts Payable		11,004.28	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4000-201000		01/12/2022	011222AP	AP0112			Accounts Payable		595,912.06	
								AP CASH DISBURSEMENTS JOURNAL			
APP	3100-201000		01/12/2022	011222AP	AP0112			Accounts Payable		5,000.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	5021-201000		01/12/2022	011222AP	AP0112			Accounts Payable		407,474.38	
								AP CASH DISBURSEMENTS JOURNAL			
APP	3573-201000		01/12/2022	011222AP	AP0112			Accounts Payable		1,000.00	
								AP CASH DISBURSEMENTS JOURNAL			
APP	4005-201000		01/12/2022	011222AP	AP0112			Accounts Payable		355.73	
								AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										1,555,031.02	1,555,031.02
APP	9999-201010		01/12/2022	011222AP	AP0112			DT DF		1,555,031.02	
APP	1000-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity			508,891.50
APP	3577-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		472.48	
APP	4001-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		24,920.59	
APP	3575-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		11,004.28	
APP	4000-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		595,912.06	
APP	3100-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		5,000.00	
APP	5021-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		407,474.38	
APP	3573-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		1,000.00	
APP	4005-101010		01/12/2022	011222AP	AP0112			Pooled Cash Equity		355.73	
SYSTEM GENERATED ENTRIES TOTAL										1,555,031.02	1,555,031.02

01/12/2022 15:18 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 15
 |apcshdsb

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT						LINE DESC			
EFF DATE	JNL	DESC	REF 1	REF 2	REF 3				
						JOURNAL 2022/07/362	TOTAL	3,110,062.04	3,110,062.04

01/12/2022 15:18
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 16
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1000 General Fund 1000-101010 1000-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	508,891.50	508,891.50
				FUND TOTAL	508,891.50	508,891.50
3100 Risk Mgmt Retention Fund 3100-101010 3100-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	5,000.00	5,000.00
				FUND TOTAL	5,000.00	5,000.00
3573 Police Department Grants 3573-101010 3573-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	1,000.00	1,000.00
				FUND TOTAL	1,000.00	1,000.00
3575 Area Agency on Aging 3575-101010 3575-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	11,004.28	11,004.28
				FUND TOTAL	11,004.28	11,004.28
3577 Nuclear Emergency Management 3577-101010 3577-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	472.48	472.48
				FUND TOTAL	472.48	472.48
4000 Water Utility Fund 4000-101010 4000-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	595,912.06	595,912.06
				FUND TOTAL	595,912.06	595,912.06
4001 Wastewater Fund 4001-101010 4001-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	24,920.59	24,920.59
				FUND TOTAL	24,920.59	24,920.59
4005 Environmental Services 4005-101010 4005-201000	2022 7	362	01/12/2022	Pooled Cash Equity Accounts Payable	355.73	355.73
				FUND TOTAL	355.73	355.73
5021 CIP General	2022 7	362	01/12/2022			

01/12/2022 15:18
acruz

|City of Buckeye, AZ - LIVE
|A/P CASH DISBURSEMENTS JOURNAL

|P 17
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
5021-101010						Pooled Cash Equity		407,474.38
5021-201000						Accounts Payable	407,474.38	
							-----	-----
						FUND TOTAL	407,474.38	407,474.38
9999 Pooled Cash	2022	7	362	01/12/2022				
9999-104000						Cash in Bank - Checking		1,555,031.02
9999-201010						DT DF	1,555,031.02	
							-----	-----
						FUND TOTAL	1,555,031.02	1,555,031.02

01/12/2022 15:18 |City of Buckeye, AZ - LIVE
 acruz |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 18
 |apcshdsb

FUND	DUE TO	DUE FR
1000 General Fund		508,891.50
3100 Risk Mgmt Retention Fund		5,000.00
3573 Police Department Grants		1,000.00
3575 Area Agency on Aging		11,004.28
3577 Nuclear Emergency Management		472.48
4000 Water Utility Fund		595,912.06
4001 Wastewater Fund		24,920.59
4005 Environmental Services		355.73
5021 CIP General		407,474.38
9999 Pooled Cash	1,555,031.02	
	-----	-----
TOTAL	1,555,031.02	1,555,031.02

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

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.A. Buckeye Pool Parking Lot Extension
DATE PREPARED: 02/15/22	DISTRICT NO.: 2
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Construction and Contracting	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Delivery Order No. 1 to the Job Order Contract (No. 20200003.03) between the City of Buckeye, an Arizona municipal corporation, and J. Banicki Construction, Inc., an Arizona corporation, related to the Buckeye Pool Parking Lot Expansion; and authorizing the Mayor to execute and deliver said Delivery Order on behalf of the City.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The nature of the work to be preformed under this project is for labor, materials and equipment for the expansion of the Buckeye Pool Parking Lot. This project is part of the 2021/2022 Capital Improvement Program (CIP). This project will add approximately 142 more parking spaces that will be needed for parking when the Buckeye pool expansion project is completed. A Delivery Order Request for Proposals (DORFP) was issued to the five Job Order Contractors for Road Construction (Achen-Gardner Construction, Haydon Building Corp., J. Banicki Construction, Markham Contracting Co, and M.R. Tanner Development and Construction) on November 24, 2021. Price Proposals were due on January 4, 2022 and 2 Contractors submitted proposals. After review of the price proposals it was determined that J. Banicki Construction, Inc. is the lowest responsive and responsible bidder and most advantageous to the City.

BENEFITS:

This project will help meet the expanding growth in the City and once the pool expansion is complete will generate an additional \$30,000 in revenue.

FUTURE ACTION:

Construction of the Buckeye pool expansion.

FINANCIAL IMPACT STATEMENT:

This project is part of the Capital Improvement Program and will be partial funded from impact fees.

CURRENT FISCAL YEAR TOTAL COST:

\$1,516,933.90

BUDGETED:

Yes

FISCAL YEAR:

2021/2022

FUND/DEPARTMENT:

50214150-543058

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

ATTACHMENTS:

[Buckeye Pool Parking Lot Contractor Signed.pdf](#)
[Map.pdf](#)

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
J.BANICKI CONSTRUCTION, INC,**

**CONTRACT NO. 2020003.03
DELIVERY ORDER #1**

THIS JOB ORDER CONTRACT AGREEMENT (this "Agreement") is entered into as of May 19, 2020, between the CITY OF BUCKEYE, an Arizona municipal corporation (the "City") and J. Banicki Construction, Inc., an Arizona corporation (the "Contractor").

RECITALS

In accordance with the Job Order Contract 2020003.03 (the "Contract") between the City and Contractor, dated May 19, 2020, the Contractor will perform the following Scope of Work as detailed in Article 1, subject and pursuant to the terms and conditions of the Job Order Contract.

**ARTICLE 1
SCOPE OF WORK**

The Contractor shall furnish all labor, materials, and equipment required for Buckeye Pool Parking Lot Expansion, as indicated in the drawings and specifications. The Contractor's submittal more particularly described in Exhibit A, attached hereto.

**ARTICLE 2
SCHEDULE OF COMPLETION OF WORK**

The Contractor shall commence work within ten (10) days from issuance of the Notice to Proceed and complete the work identified in the Scope of Work within **One Hundred Twenty (120) 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 the 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 **Seven Hundred Ten Dollars and Zero Cents (\$710.00)** for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the City the difference within 3 days of receipt of written demand.

**ARTICLE 3
COST OF CONSTRUCTION**

The total cost to complete the Scope of Work under this Job Order Contract Delivery Order #1. Identified in Article 1 as set forth in Exhibit A is a lump sum of **One Million, Five Hundred Sixteen Thousand Nine Hundred Thirty-Three Dollars and Ninety Cents (\$1,516,933.90)**.

**ARTICLE 4
INSURANCE & BONDS**

In accordance with Article 19 of the Contract, the Contractor agrees to issue the required insurance ACORD form. Payment and Performance Bonds shall be required for this project. This Job Order Contract Delivery Order is subject to the terms and conditions of the Contract and may be cancelled pursuant to the provisions of the Arizona Revised Statutes Section 38-511. If there is a discrepancy between the terms and conditions of the Contract and Scope of Work in Exhibit A, the Contract supersedes the Scope of Work.

[Signature Page to Follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their name _____.

THE CITY OF BUCKEYE, ARIZONA:
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

CA Williams

Chris Williams, Manager, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:
J. Banicki Construction, Inc.
an Arizona corporation

Mike Abraham

Mike Abraham, President

EXHIBIT A
CONTRACTOR FEE PROPOSAL

PROPOSAL

City Project Name: **BUCKEYE POOL PARKING LOT EXPANSION**

Solicitation No: **DORFP #2; JOC Contract 2020003 (.01 - .05)**

Date: 1-4-22

Proposal from: J. Banicki Construction, Inc.
(Name of Firm)

To: **City of Buckeye, Construction & Contracting Division**

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

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

The undersigned has/will execute the Job Order Contract Delivery Order if awarded the Contract. Any exceptions to the terms and conditions have been stated in writing and submitted on a separate sheet with this price proposal. The undersigned understands that any exceptions taken to the Construction Contract which are not accepted and/or approved by the City may be a basis for rejection of the Price Proposal as nonresponsive.

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

AMENDMENT NUMBER: No. 1 DATED: 12-2-21

AMENDMENT NUMBER: No. 2 DATED: 12-7-21

AMENDMENT NUMBER: No. 3 DATED: 12-8-21

No. 4 DATED: 12-13-21

No. 5 DATED: 12-16-21

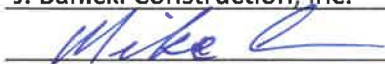
LUMP SUM PROPOSAL:

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

One Million Five Hundred Sixteen Thousand Nine Hundred Thirty-Three Dollars and Ninety Cents Dollars (\$ 1,516,933.90).

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

Item #	Description	Lump Sum	# Days
1	Buckeye Pool Parking Lot Expansion	\$1,441,933.90	120 CD
	Owner's Contingency	\$75,000.00	
TOTAL		\$1,516,933.90	120 CD

Submitted by: J. Banicki Construction, Inc.
SIGNATURE: 
NAME: Mike Abraham
TITLE: President
Principal Office: J. Banicki Construction, Inc.
Address: 4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
Telephone: (480) 921-8016
Email Address: estimating@banicki.com

M Mike Abraham being duly sworn deposes and says that he/she is the President of J. Banicki Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 4th day of January, 2022

Notary Public: Karen Sampson

My Commission Expires: 10th day of November, 2025

SIGNATURE: 



**DORFP No. 2 for JOC CONTRACT 2020003 (.01 - .05)
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION**

ADDENDUM No. 1

NOTE: Attach to Original DORFP. However, if the Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., MST, December 21, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckeyeaz.gov

SOLICITATION: DORFP No. 2: Buckeye Pool Parking Lot Expansion

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: December 21, 2021, no later than 10:00 a.m., MST

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. What is the estimated Start Date?

A1. February 2022

Q2. Can we get a copy of the Geotechnical report?

A2. Please see Attachment A.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 2: Buckeye Pool Parking Lot Expansion

ADDENDUM No. 1

ADDENDUM ISSUE DATE: December 2, 2021

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

Name of Company: J. Banicki Construction, Inc.
Authorized Signature: 
Print Name and Title: Mike Abraham - President
Date: 1-4-22
Address: 4720 E. Cotton Gin Loop, Ste. 240
City, State, Zip Code: Phoenix, AZ 85040
Telephone Number: (480) 921-8016
Email Address: estimating@banicki.com

DORFP NO. 2 for JOC CONTRACT 2020003 (.01 - .05)
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

ADDENDUM NO. 2

NOTE: Attach to Original DORFP. However, if the Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., MST, December 21, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckeyeaz.gov

SOLICITATION: DORFP No. 2: Buckeye Pool Parking Lot Expansion

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: December 21, 2021, no later than 10:00 a.m., MST

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. Why is there conduit between the light poles if the light poles are solar?

A1. Please see revised Attachment A of conduit needed. Intent is to have cameras in the future at these locations.

Q2. How tall are the light poles?

A2. All the poles in the parking lot should be 22.5' tall on top of a concrete base that extends 2.5' above the adjacent grade (sidewalk or planter) for a total height of 25'.

Q3. Is the contract time flexible to allow for lead-time on the light poles and fixtures that will be coming out of Canada?

A3. Yes will discuss like alternatives if necessary after contract is awarded.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 2: Buckeye Pool Parking Lot Expansion

ADDENDUM No. 2

ADDENDUM ISSUE DATE: December 7, 2021

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

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham - President

Date: 1-4-22

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: Estimating@banicki.com

DORFP NO. 2 for JOC CONTRACT 2020003 (.01 - .05)
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

ADDENDUM NO. 3

NOTE: Attach to Original DORFP. However, if the Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., MST, December 21, 2021.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckeyeaz.gov

SOLICITATION: DORFP No. 2: Buckeye Pool Parking Lot Expansion

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: December 21, 2021, no later than 10:00 a.m., MST

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. Is construction survey/staking required by the contractor to include in our bid or will the City provide this?

A1. Survey/staking should be included in your bid.

Q2. Is Q.C. Compaction testing required by the contractor to include in our bid or will the City provide this?

A2. Q.C. should be included in your bid.

Q3. Is it acceptable to use D50 = 6" for the rip rap? Difficult to locate the 4' to 6" Rock.

A3. Bid as requested in the solicitation. This item can be discussed after contract is awarded.

Q4. Saddleback Brown is the landscape rock already all around the pool area. Can we use this instead of cinnamon?

A4. Bid as requested in the solicitation. This item can be discussed after contract is awarded.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

DORFP No. 2: Buckeye Pool Parking Lot Expansion

ADDENDUM No. 3

ADDENDUM ISSUE DATE: December 8, 2021

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

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham - President

Date: 1-4-22

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

DORFP NO. 2 for JOC CONTRACT 2020003 (.01 - .05)
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

ADDENDUM NO. 4

NOTE: Attach to Original DORFP. However, if the Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., MST, January 4, 2022.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckeyeaz.gov

SOLICITATION: DORFP No. 2: Buckeye Pool Parking Lot Expansion

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: January 4, 2022, no later than 10:00 a.m., MST

THE FOLLOWING QUESTION WAS ASKED BY CONTRACTORS:

Q1. Would it be possible to extend the due date for the bid?

A1. Yes, the bid due date has been extended to January 4, 2022 no later than 10:00 a.m., MST.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

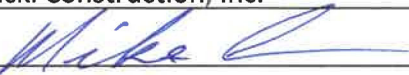
DORFP No. 2: Buckeye Pool Parking Lot Expansion

ADDENDUM No. 4

ADDENDUM ISSUE DATE: December 13, 2021

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

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham - President

Date: 1-4-22

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating@banicki.com

**DORFP NO. 2 for JOC CONTRACT 2020003 (.01 - .05)
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION**

ADDENDUM NO. 5

NOTE: Attach to Original DORFP. However, if the Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., MST, January 4, 2022.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: dfasano@buckeyeaz.gov

SOLICITATION: DORFP No. 2: Buckeye Pool Parking Lot Expansion

NOTICE TO CONTRACTORS:

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Delivery Order Request for Proposal documents prepared by the City of Buckeye.

Bid Due Date and Time: January 4, 2022, no later than 10:00 a.m., MST

THE FOLLOWING QUESTION WAS ASKED BY CONTRACTORS:

Q1. Can we get a plan sheet that shows the existing grades in the location of the new parking lot?

A1. See Attachment A. These are to be used for existing grades only for the new parking lot.

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire Addendum with the Delivery Order Request for Proposals.

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

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

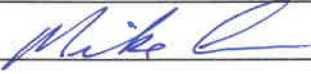
DORFP No. 2: Buckeye Pool Parking Lot Expansion

ADDENDUM No. 5

ADDENDUM ISSUE DATE: December 16, 2021

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

Name of Company: J. Banicki Construction, Inc.

Authorized Signature: 

Print Name and Title: Mike Abraham - President

Date: 1-4-22

Address: 4720 E. Cotton Gin Loop, Ste. 240

City, State, Zip Code: Phoenix, AZ 85040

Telephone Number: (480) 921-8016

Email Address: estimating @banicki.com

EXHIBT B
PLANS AND SPECIFICATIONS

265100 INTERIOR AND EXTERIOR LIGHTING

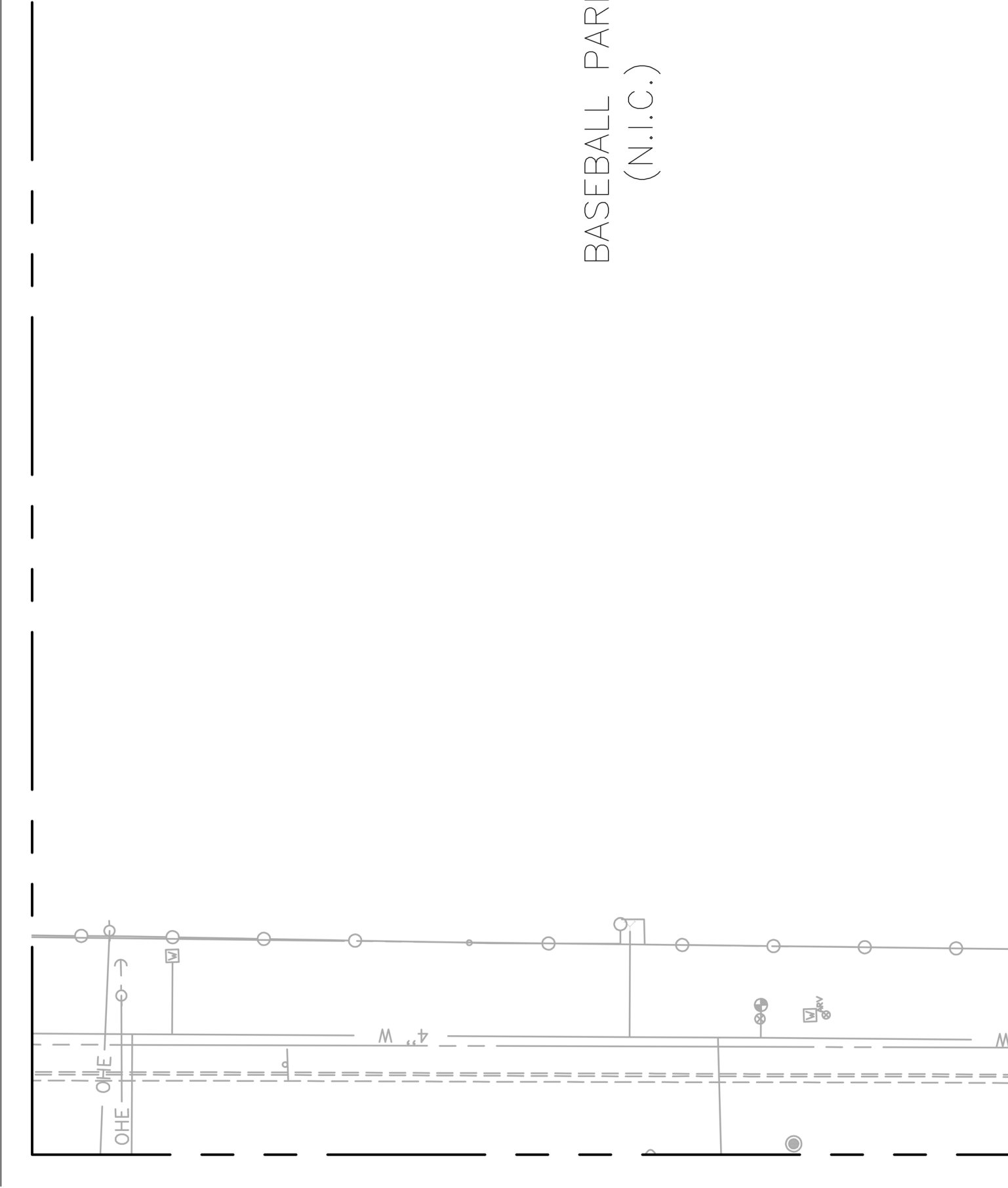
PRODUCTS

- 1. PRODUCTS DESCRIBED IN THE LUMINAIRES SCHEDULE AS SHOWN ON THE DRAWINGS SHALL REPRESENT MINIMUM ACCEPTABLE QUALITY STANDARDS.
- 2. UL/ETL LISTINGS
 - A. ALL LUMINAIRES AND COMPONENTS SHALL BE UL OR ETL TESTED, LISTED, AND LABELED.
 - B. LUMINAIRES INSTALLED UNDER CANOPIES, ROOFS, OR SIMILAR DAMP OR WET LOCATIONS SHALL BE UL OR ETL LISTED AND LABELED AS SUITABLE FOR DAMP OR WET LOCATIONS.
 - C. RECESSED LUMINAIRES INSTALLED IN FIRE RATED CEILINGS AND USING A FIRE RATED PROTECTIVE COVER SHALL BE THERMALLY PROTECTED FOR THIS APPLICATION AND SHALL BE APPROVED FOR THE INSTALLATION IN A FIRE-RATED CEILING.
- 3. INTERIOR AND EXTERIOR LUMINAIRES AND ACCESSORIES
 - A. AS SCHEDULED ON DRAWINGS.
 - B. VERIFY ALL FINISHES WITH ARCHITECT.
- 4. SITE LIGHTING POLES
 - A. BY LUMINAIRE MANUFACTURER UNLESS OTHERWISE SPECIFIED.
 - B. SITE LIGHTING POLES SHALL MEET EPA WIND LOAD RATING REQUIREMENTS.
 - C. THE EXISTING SITE STANDARD FOR POLES SHALL BE USED. IN THE ABSENCE OF A SITE STANDARD, POLES SHALL BE SQUARE STRAIGHT STEEL POLES AS SCHEDULED ON THE DRAWINGS AND AS FOLLOWS:
 - REFER TO POLE BASE DETAILS AS SHOWN ON THE DRAWINGS FOR SPECIFIC POLE BASE REQUIREMENTS. IN THE ABSENCE OF SPECIFIC STRUCTURAL DETAILS, SUPPLIER SHALL PROVIDE SEALED STRUCTURAL CALCULATIONS AND POLE BASE DIMENSIONS FOR SITE POLE BASES.
 - D. CONSTRUCT POLE BASES OF CONCRETE WITH DIMENSIONS AND DEPTHS AS NOTED ON THE DRAWINGS OR AS CALCULATED BY POLE SUPPLIER'S ENGINEERED CALCULATIONS. INSTALL ANCHOR BOLTS WITH MINIMUM PROJECTION ABOVE TOP OF BASES, AS SPECIFIED BY POLE MANUFACTURER. GROUND AS INDICATED ON DRAWINGS. MOUNT STANDARDS ON BASES PLUMB AND TRUE UTILIZING SHIMS AS NECESSARY. GROUT THOROUGHLY BETWEEN BASE-PLATE AND FOUNDATION. PROVIDE AND INSTALL POLE BASE COVERS ON ALL POLES.
 - E. STANDARD FINISH FOR POLE AND ACCESSORIES SHALL BE A FACTORY APPLIED POLYESTER THERMOSETTING POWDER COATING ELECTROSTATICALLY APPLIED TO THE SURFACE OF THE SUBSTRATE TO A MINIMUM THICKNESS OF 3 MIL. COLOR AS SPECIFIED.
 - F. GROUND ALL POLES TO POLE BASE REBAR OR GROUND ELECTRODE SYSTEM WITH A #4 BARE COPPER CONDUCTOR IN ADDITION TO THE EQUIPMENT GROUND CONDUCTOR PROVIDED WITH THE BRANCH CIRCUIT.

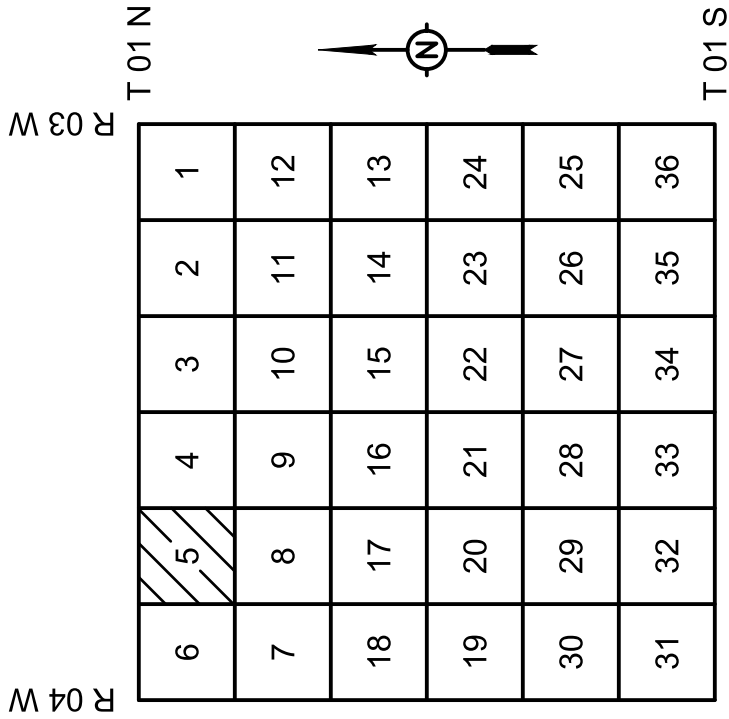
INSTALLATION

260533 RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS

- A. COORDINATE WITH OTHER WORK, AS NECESSARY TO INSTALLATION OF ELECTRICAL RACEWAYS WITH OTHER DISCS PROVIDE SUPPORTS PER NEC.
- B. OUTDOORS: APPLY AS SPECIFIED BELOW (UNLESS NOTED OTHERWISE)
 - EXPOSED CONDUIT (DAMP, DRY, OR CONCEALED LOCATIONS): ELECTRICAL METALLIC TUBING (EMT), COMPRESSION FITTINGS.
 - EXPOSED CONDUIT (WET LOCATIONS): ELECTRICAL METALLIC TUBING (EMT), LISTED WEATHERPROOF COMPRESSION FITTINGS
 - EXPOSED CONDUIT (WHERE SUBJECT TO PHYSICAL DAMAGE): GALVANIZED RIGID CONDUIT (GRC), INTERMEDIATE METAL CONDUIT (IMC).
 - UNDERGROUND CONDUIT: RIGID NONMETALLIC CONDUIT, SCHEDULE 40.
 - CONNECTION TO VIBRATING EQUIPMENT: LIQUID-TIGHT FLEXIBLE CONDUIT 18" MAX.
 - BOXES AND ENCLOSURES, ABOVE GROUND: NEMA 250, TYPE 3 OR 4.
- C. INDOORS APPLY AS SPECIFIED BELOW (UNLESS NOTED OTHERWISE)
 - EXPOSED: ELECTRICAL METALLIC TUBING (EMT).
 - EXPOSED (WHERE SUBJECT TO PHYSICAL DAMAGE): GALVANIZED RIGID CONDUIT (GRC), INTERMEDIATE METAL CONDUIT (IMC).
 - CONCEALED: ELECTRICAL METALLIC TUBING (EMT).
 - CONCEALED, FROM JUNCTION BOX TO CONCEALED WIRING BOX(ES): ELECTRICAL METALLIC TUBING (EMT).
 - EMBEDDED IN SLAB: RIGID NONMETALLIC CONDUIT, SCHEDULE 40.
 - WITHIN PLENUMS: NO LIQUID-TIGHT FLEXIBLE METAL CONDUIT.
 - CONNECTION TO VIBRATING EQUIPMENT: LIQUID-TIGHT FLEXIBLE CONDUIT 18" MAX.
 - TYPE NM CABLE (ROMEX) IS NOT PERMITTED IN COMMERCIAL APPLICATIONS.
 - BOXES AND ENCLOSURES: NEMA 250, TYPE 1, EXCEPT USE NEMA 250, TYPE 4 STAINLESS STEEL OR NONMETALLIC IN INSTITUTIONS AND COMMERCIAL KITCHENS AND DAMP OR WET LOCATIONS SQUARE x 2-1/8" DEEP BOXES.
 - EMT FITTINGS (INDOORS): COMPRESSION.
- D. MINIMUM RACEWAY SIZE: 3/4-INCH (21-MM) TRADE SIZE. 1" MINIMUM UNDERGROUND.
- E. DO NOT INSTALL ALUMINUM CONDUITS, BOXES, OR FITTINGS IN CONTACT WITH CONCRETE OR EARTH.

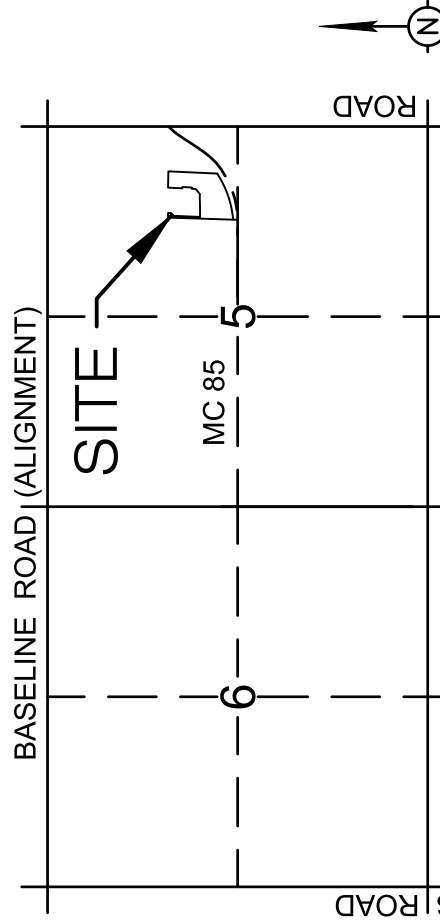


BASEBALL PARK
(N.I.C.)



VICINITY MAP

NOT TO SCALE

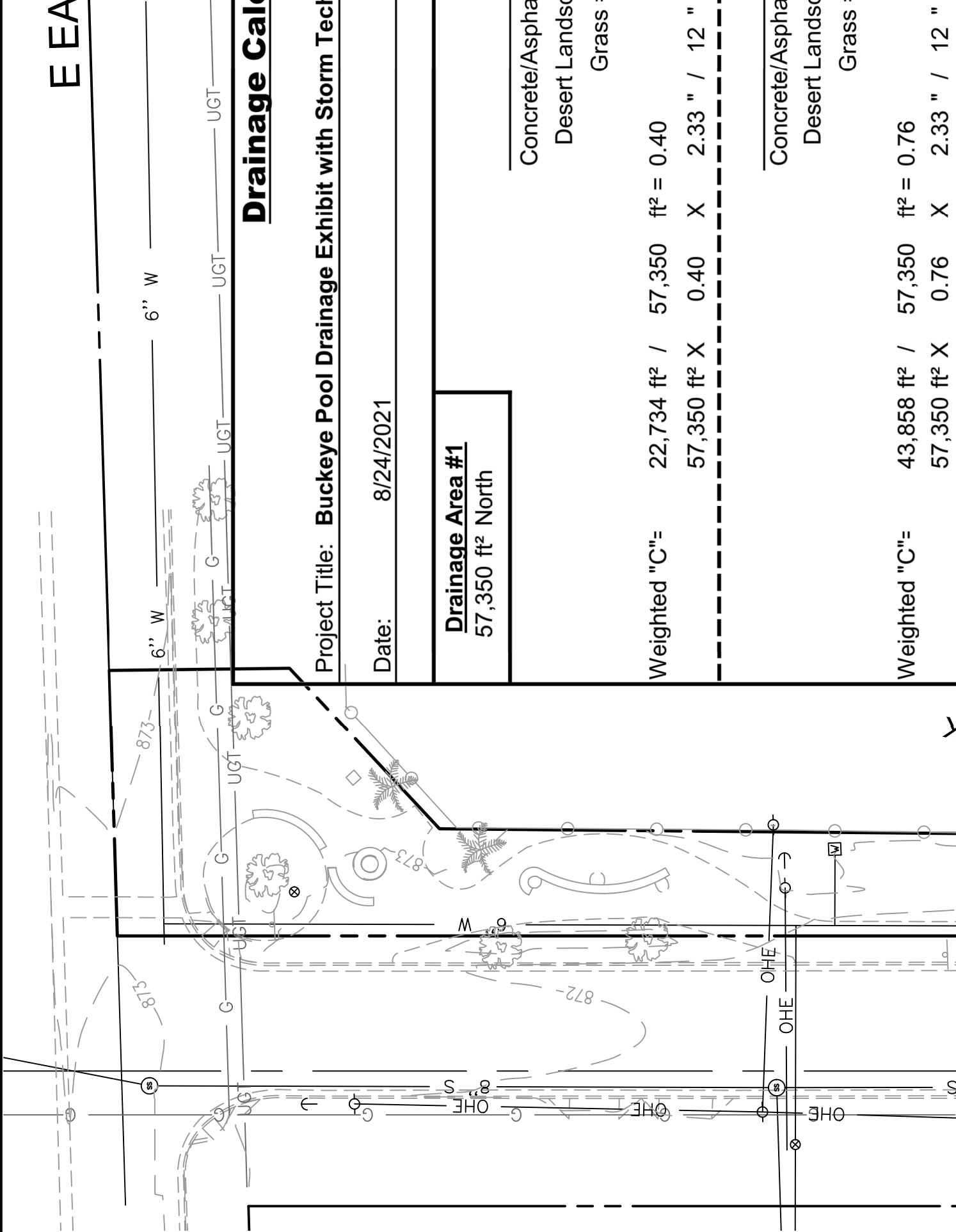


LEGEND

	FOUND BRASS CAP IN HANDHOLE		FLAG POLE		DOWN GUY
	FOUND BRASS CAP FLUSH		HOSE BIB		ELECTRIC JUNCTION BOX
	FOUND IRON PIPE		GAS VALVE		ELECTRIC TRANSFORMER
	FOUND 1/2" REBAR		IRRIGATION VALVE		ELECTRIC METER
	FOUND CHISELED 'X'		UTILITY POLE		CATCH BASIN
	AIR RELEASE VALVE		UTILITY POLE & LIGHT		STORM DRAIN MANHOLE
	WATER CHECK VALVE		SIGN		MESQUITE TREE
	WATER BLOW-OFF		TELEPHONE RISER		PALM TREE
	SEWER MANHOLE		UNKNOWN MANHOLE		TREE
	SEWER CLEANOUT		BOLLARD		PAVEMENT ELEVATION
	FIRE HYDRANT		CABLE TV JUNCTION BOX		CONCRETE ELEVATION
	WATER METER		LIGHT POLE		GUTTER ELEVATION
	WATER VALVE		LIGHT POLE W/MAST		FLOW LINE ELEVATION
	FIRE DEPARTMENT CONNECTION		DOUBLE LIGHT POLE W/MAST		SLOPE ARROW

CITY OF BUCKEYE NOTES

ALL CITY OF BUCKEYE GENERAL NOTES AND UTILITY NOTES ARE ACCESSIBLE ON THE CITY'S WEBSITE AT www.buckeyeaz.gov, UNLESS OTHERWISE ATTACHED.



Drainage Calc

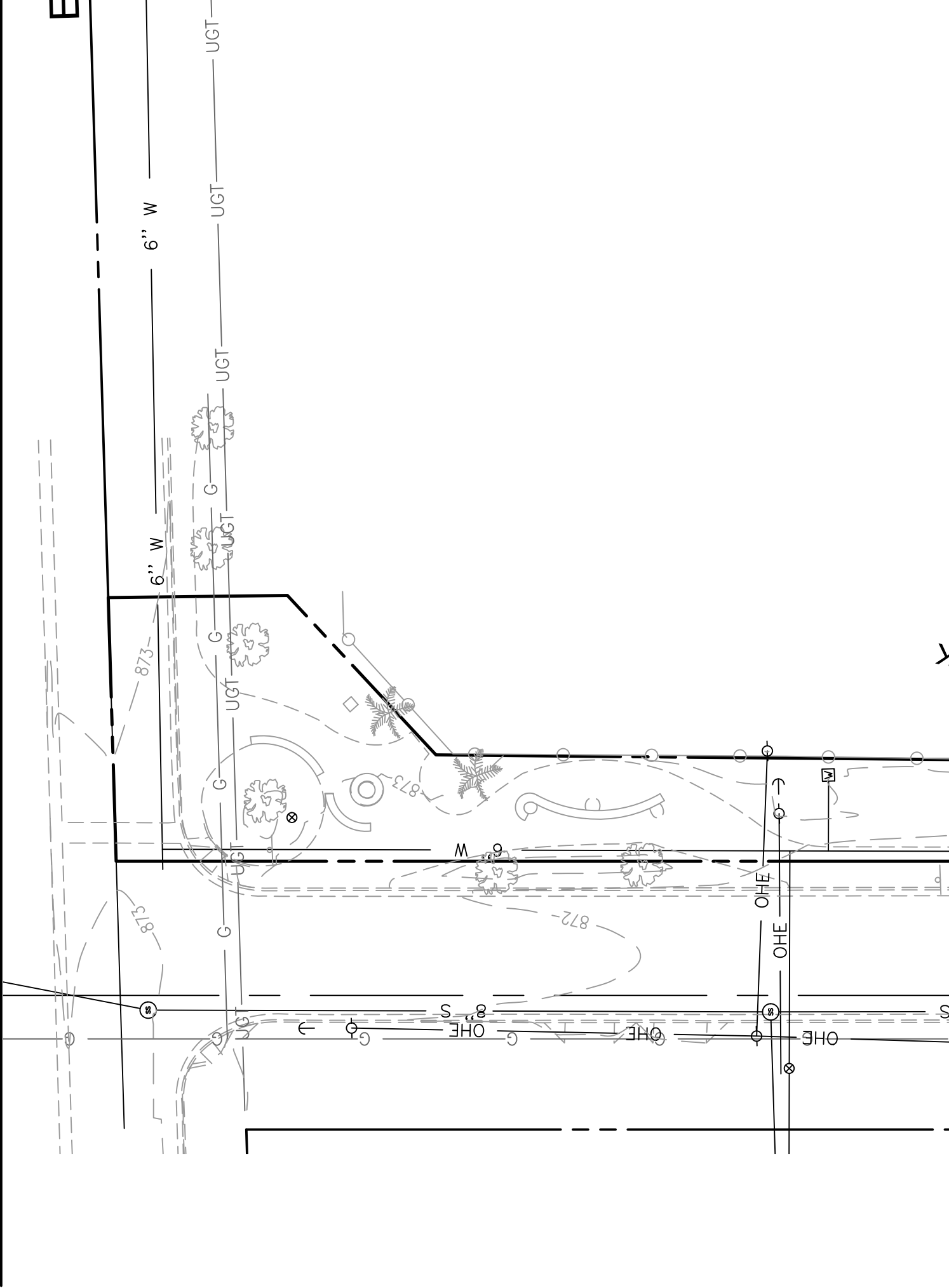
Project Title: **Buckeye Pool Drainage Exhibit with Storm Tech**

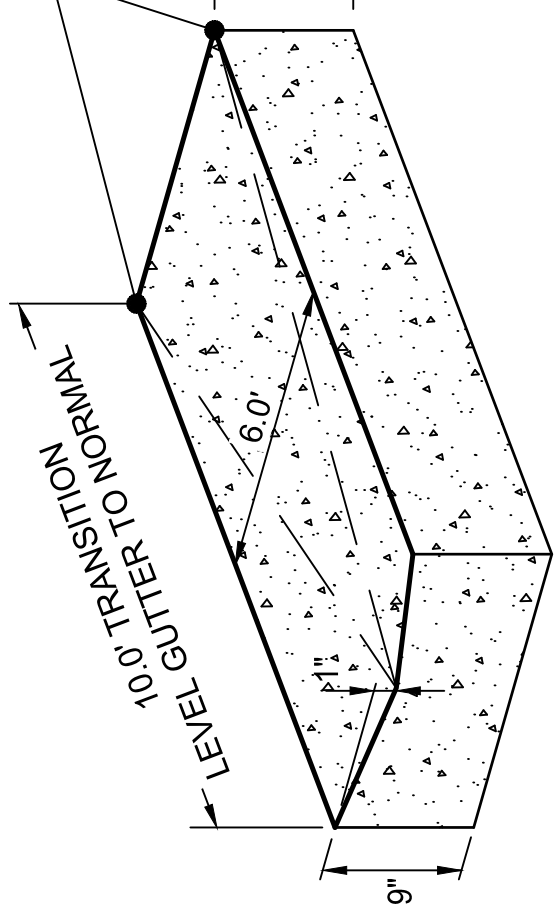
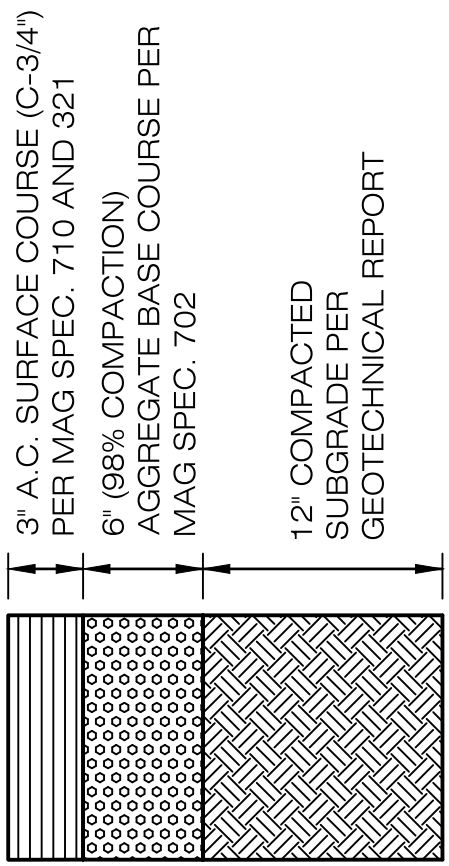
Date: 8/24/2021

Drainage Area #1
57,350 ft² North

Concrete/Aspha					
Desert Lands					
Grass :					
Weighted "C"=	22,734 ft ² /	57,350	ft ² = 0.40		
	57,350 ft ² X	0.40	X	2.33 "	12 "

Concrete/Aspha					
Desert Lands					
Grass :					
Weighted "C"=	43,858 ft ² /	57,350	ft ² = 0.76		
	57,350 ft ² X	0.76	X	2.33 "	12 "

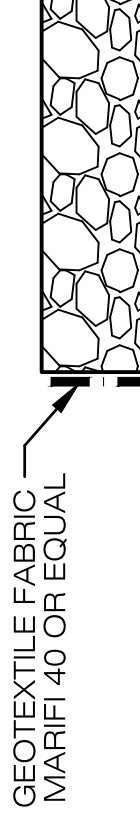
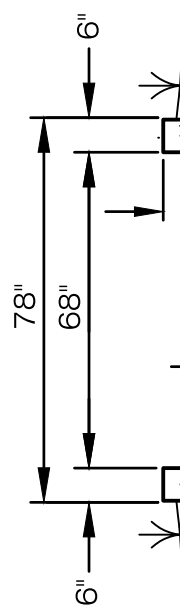




NOTE: ALL VALLEY
CONSTRUCTION
PER MAG DTL. 22

A STRUCTURAL PVMT. SECTION
NOT TO SCALE

B VALLEY GUTTER TRANSIT
NOT TO SCALE



PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	BILL DAVIS 602-769-0252 WILLIAM.DAVIS@ADS-PIPE.COM
ADS SALES REP:	BILL DAVIS 602-769-0252 WILLIAM.DAVIS@ADS-PIPE.COM
PROJECT NO:	S249760



BUCKEYE POOL PARKING

BUCKEYE, A

PROPOSED LAYOUT - NORTH BED

44	STORMTECH MC-3500 CHAMBERS
8	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
8,697	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
2,601	SYSTEM AREA (ft ²)
237	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS - NORTH BED

74.53	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
68.53	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
68.03	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
68.03	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
68.03	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
67.53	TOP OF STONE
66.53	TOP OF MC-3500 CHAMBER
63.99	24" TOP MANIFOLD INVERT
62.95	24" ISOLATOR ROW PLUS CONNECTION INVERT
62.78	BOTTOM OF MC-3500 CHAMBER
62.03	BOTTOM OF STONE

PROPOSED LAYOUT - SOUTH BED	
32	STORMTECH MC-3500 CHAMBERS
8	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
6,526	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
1,974	SYSTEM AREA (ft ²)
194	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS - SOUTH BED	
72.23	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
66.23	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
65.73	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
65.73	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
65.73	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
65.23	TOP OF STONE
64.23	TOP OF MC-3500 CHAMBER
61.69	24" TOP MANIFOLD INVERT
60.65	24" ISOLATOR ROW PLUS CONNECTION INVERT
60.48	BOTTOM OF MC-3500 CHAMBER
59.73	BOTTOM OF STONE

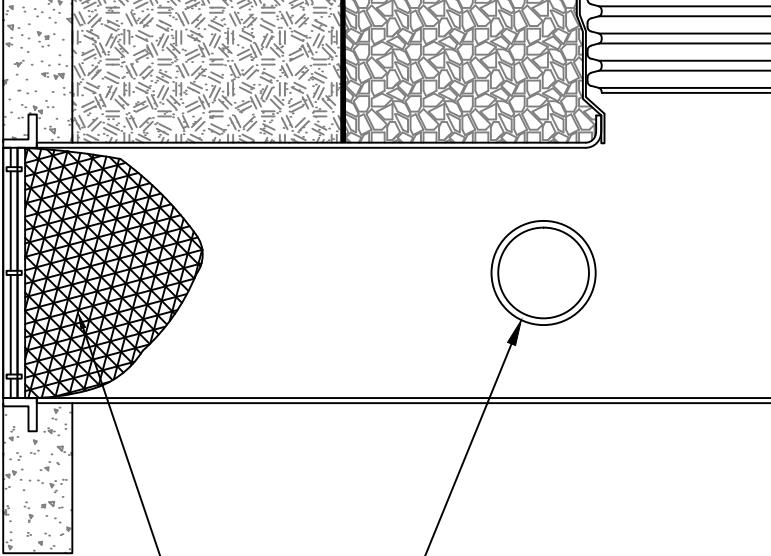
ACCEPTABLE

MATERIAL LOCATION		
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	A
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	G
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	

COVER PIPE CONNECTION TO END
CAP WITH ADS GEOSYNTHETICS 601T
NON-WOVEN GEOTEXTILE

STORMTECH HIGHLY RECOMMENDS
FLEXSTORM INSERTS IN ANY UPSTREAM
STRUCTURES WITH OPEN GRATES

ELEVATED BYPASS MANIFOLD



MC-SERIES END CAP INSERTION

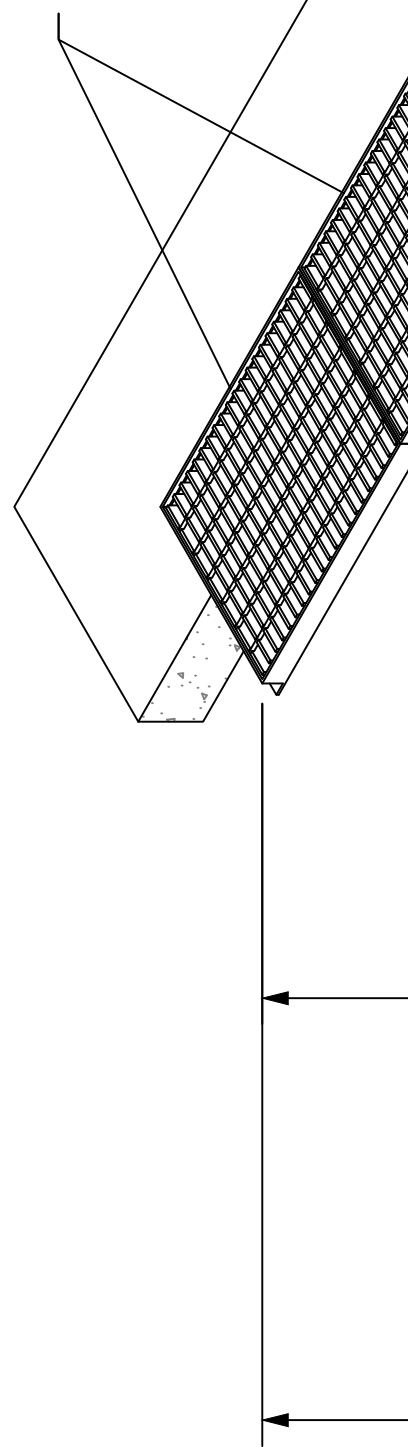
NTS

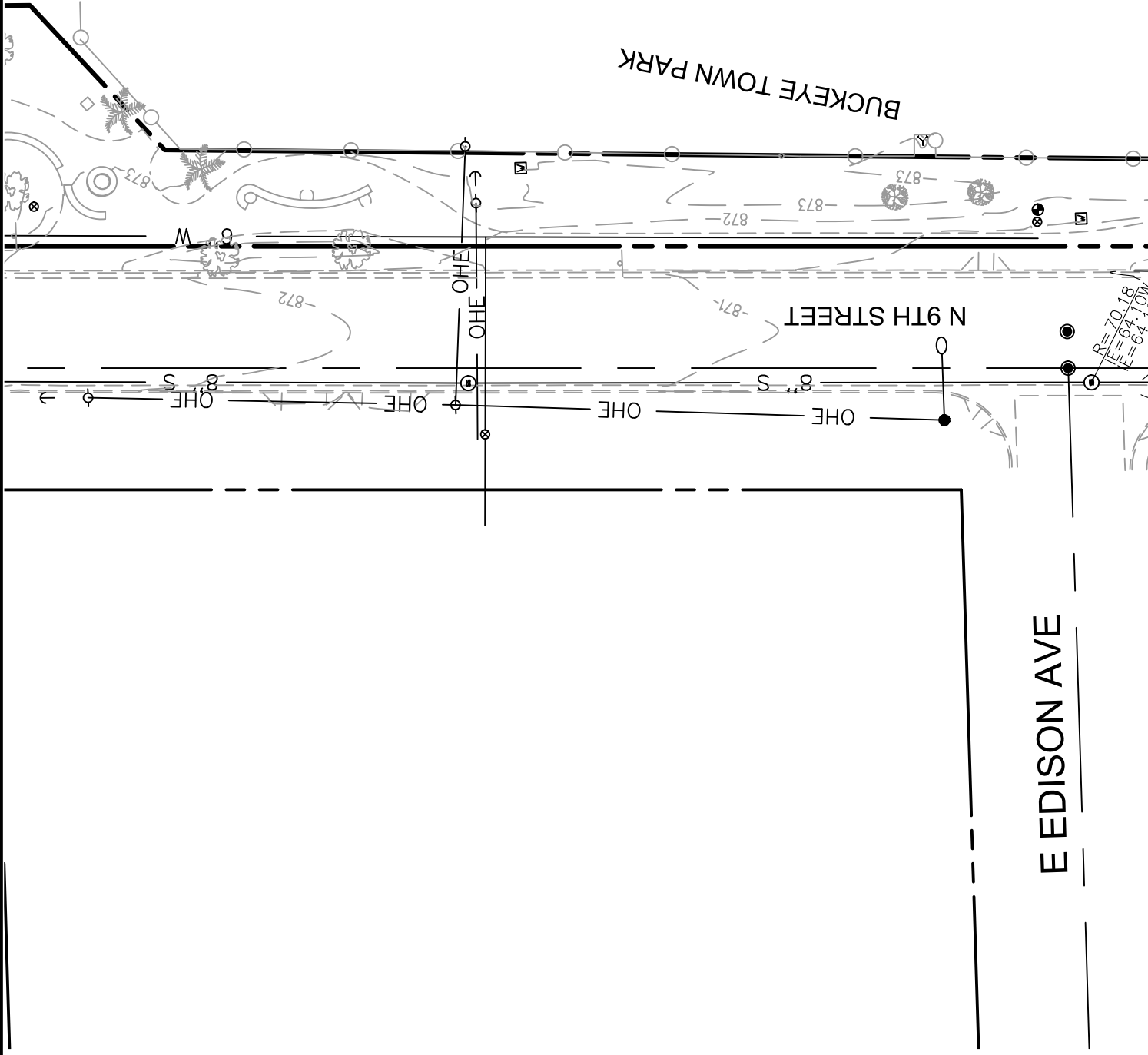
STORMTECH END

12" (300 mm) MIN INSERTION

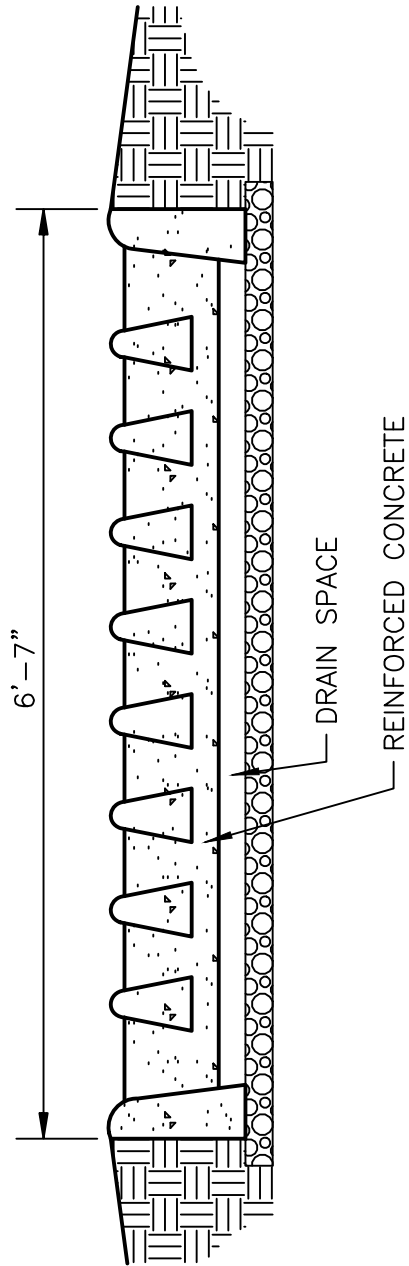
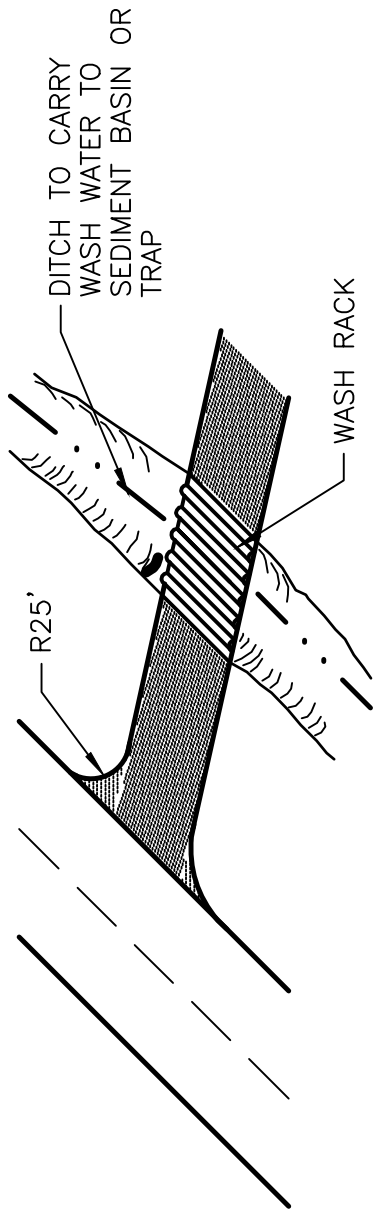
MANIFOLD STUB

MANIFOLD HEADER

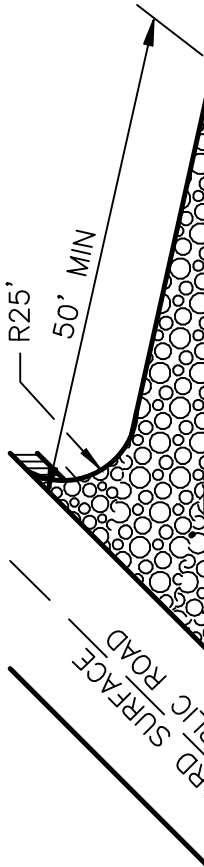




E EDISON AVE



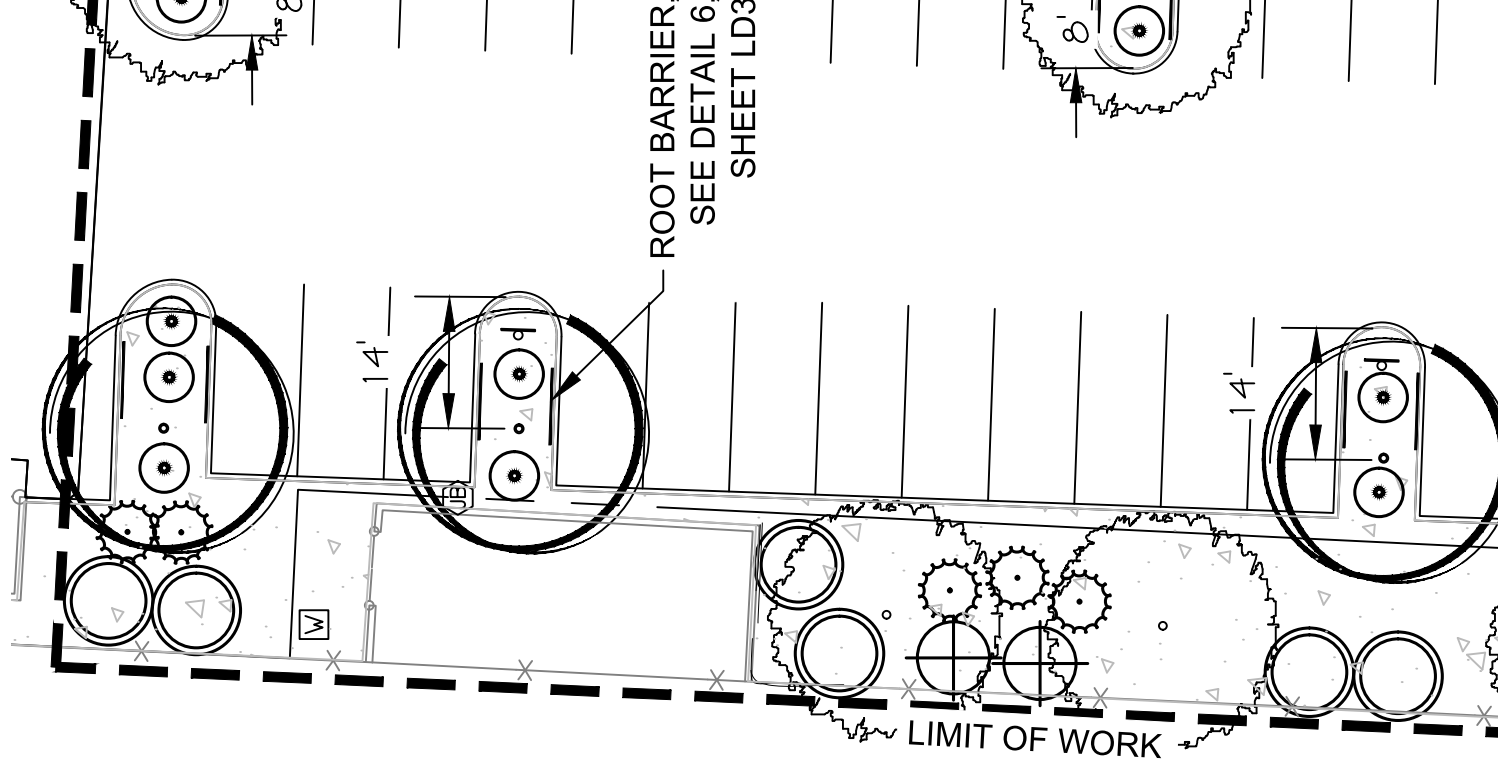
WASH RACK



SHEET INDEX	
COVER SHEET	CO1
LANDSCAPE PLAN	LS1
LANDSCAPE DETAILS	LS2
IRRIGATION PLAN	IR1
IRRIGATION DETAILS	IR2
IRRIGATION DETAILS	IR3

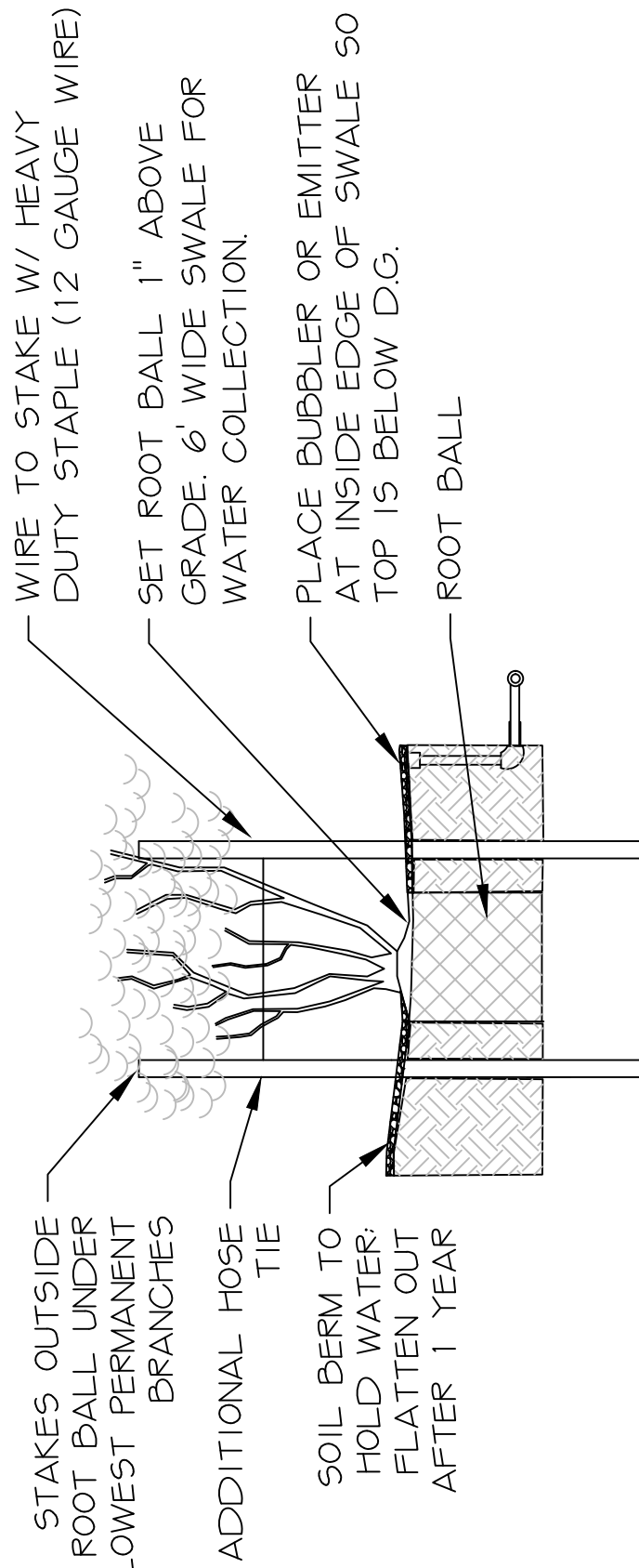
City of Buckeye Notes for Construction:

1. Substitutions in type and/or deviations in size or quantity from this Landscape & Irrigation Plan shall not be permitted without prior written approval from the City of Buckeye (Contact the designated Planner regarding substitutions 623-349-6200.)
2. All existing landscape including trees, shrubs and irrigation systems that are designated to remain in the approved landscape plans, and are damaged or destroyed during construction, will be replaced in kind by the contractor. The City shall be notified 24 hours prior to any construction work and inspections (623-349-6200).
3. All construction shall conform with the latest MAG Standard Details and Specifications and the City's

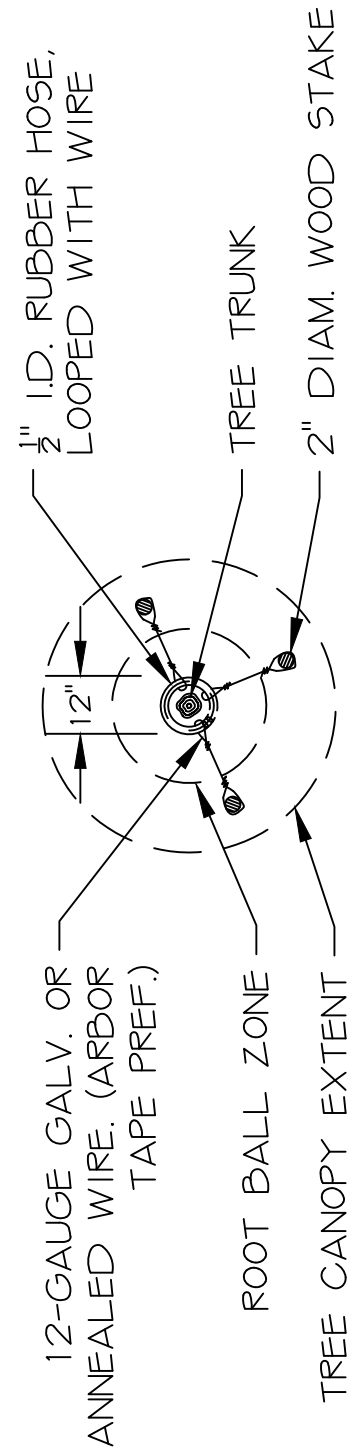


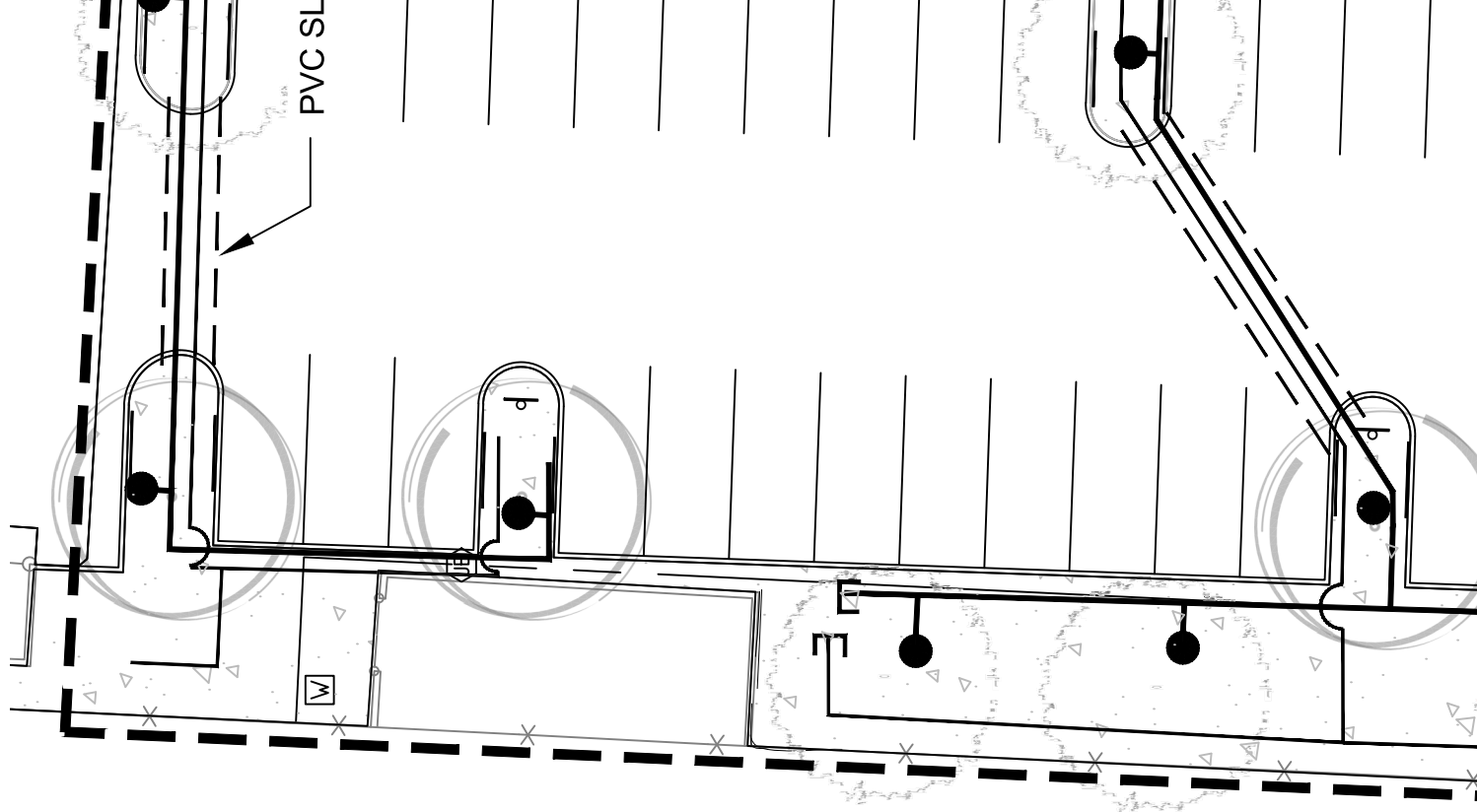
2. MULTI-TRUNK TREE PLANTING & STAKING

NTS



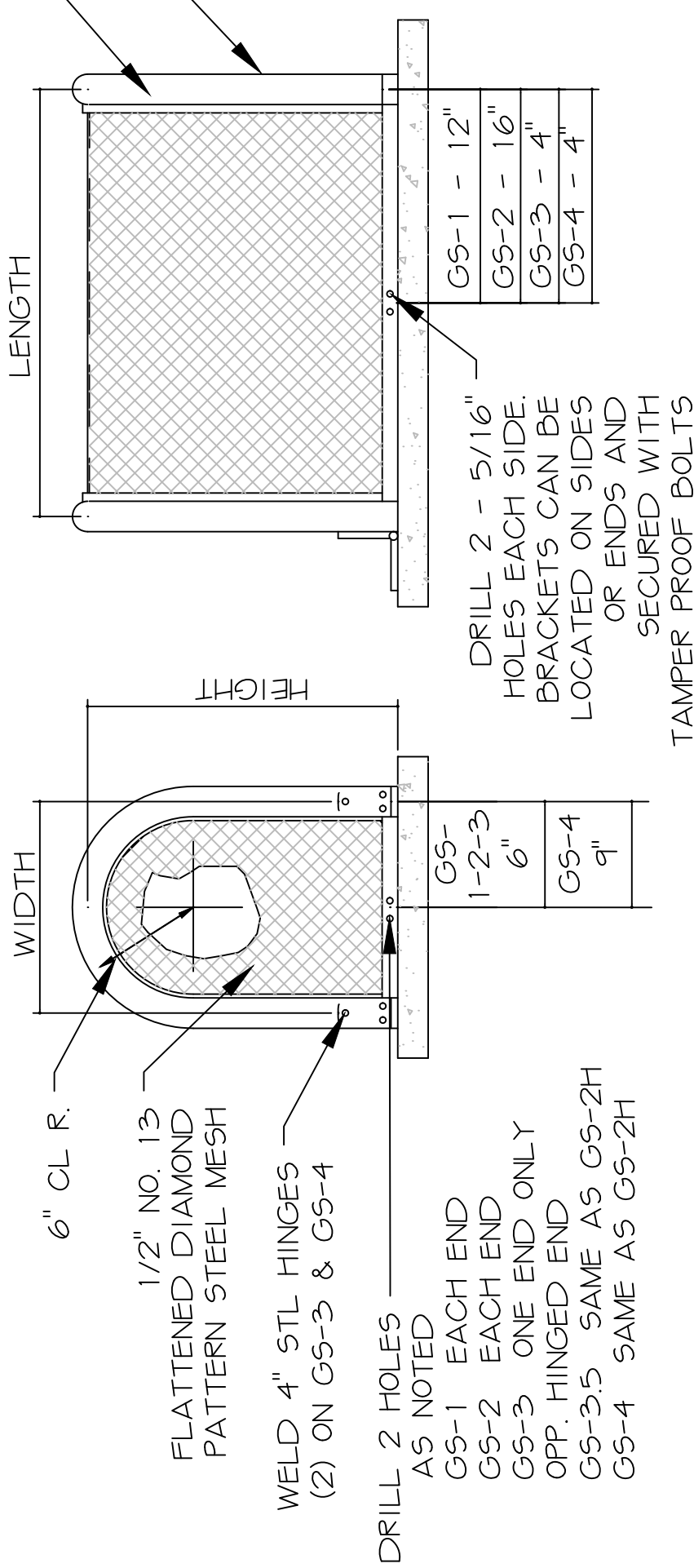
DETAIL A. WIRE & HOSE TIES





1. BACKFLOW SECURITY ENCLOSURE

NTS

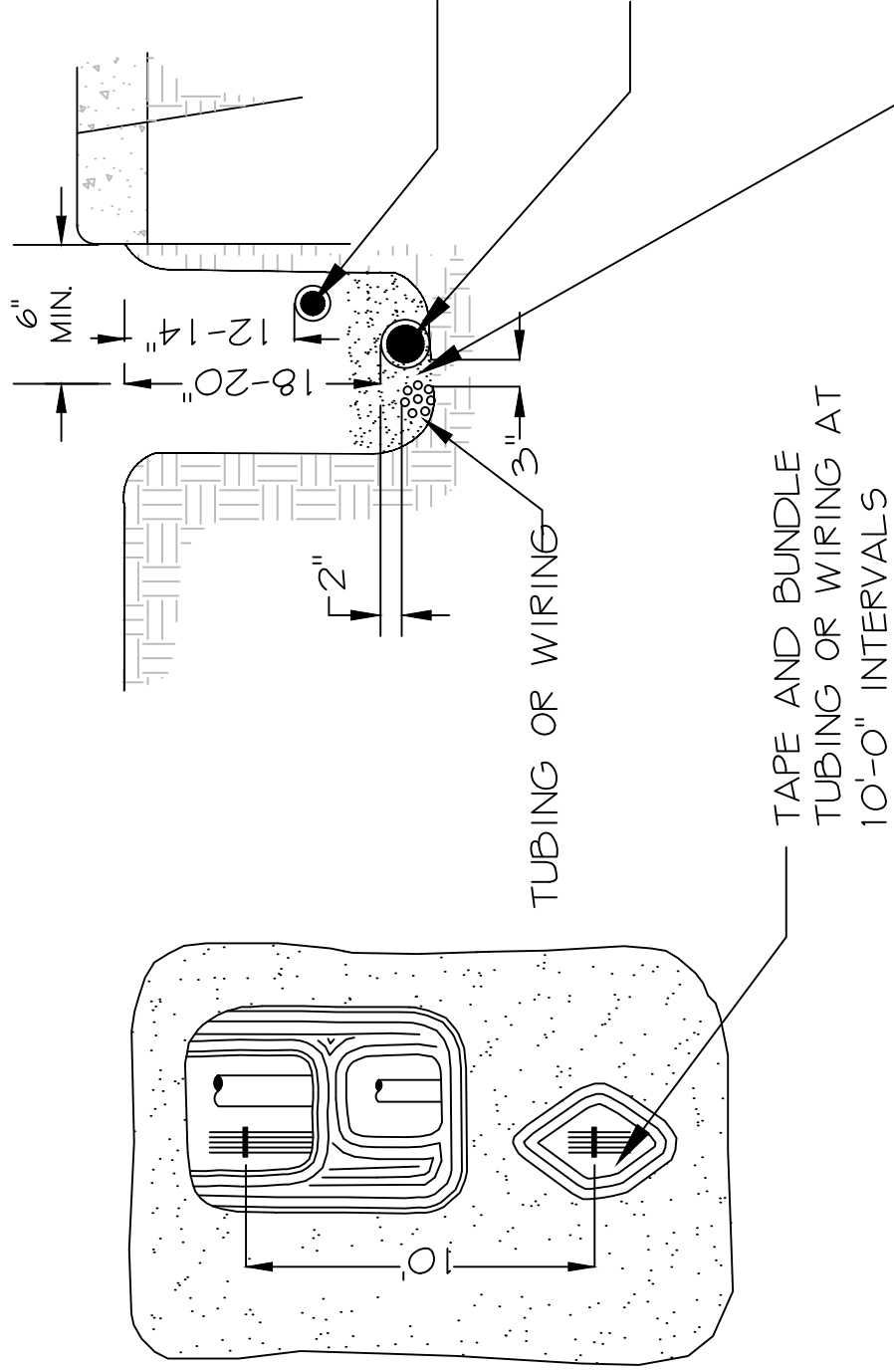


NOTE:
AFTER ALL WELDING, ENTIRE UNIT SHALL BE
PROCESSED WITH IRON PHOSPHATE PRE-TREATMENT.
ELECTROSTATIC APPLICATION OF POWDER SHALL
BE FUSION BONDED - PRS-B-4004-C (BEIGE) OR
COLOR SELECTION TO BE APPROVED BY OWNER

NOTE:
ALL BOLTS FOR HINGES &
PLATED & TAMPER PROOF
GS = POWDER COATED S

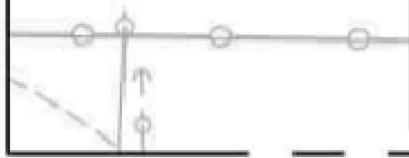
8. TRENCHING DETAIL

NTS



NOTES:

1. TOP OF WIRE BUNDLE SHOULD BE 2" BELOW TOP OF PIPE.
2. HORIZONTAL DISTANCE BETWEEN ALL PIPE MIN. 2"
3. ALL PIPING 3" AND LARGER SHALL HAVE 24"-26" OF COVER

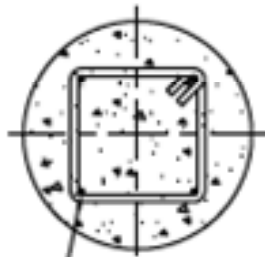


Statistics

Description	Symbol	Max	Avg	Min	Max/Min	Avg/Min
Parking Lot	+	2.0 fc	0.8 fc	0.5 fc	4.0:1	1.6:1

Schedule

Symbol	Label	Quantity	Manufacturer	Light Loss Factor	Lot
	SCL2 - T3	1	First Light Technologies	0.9	



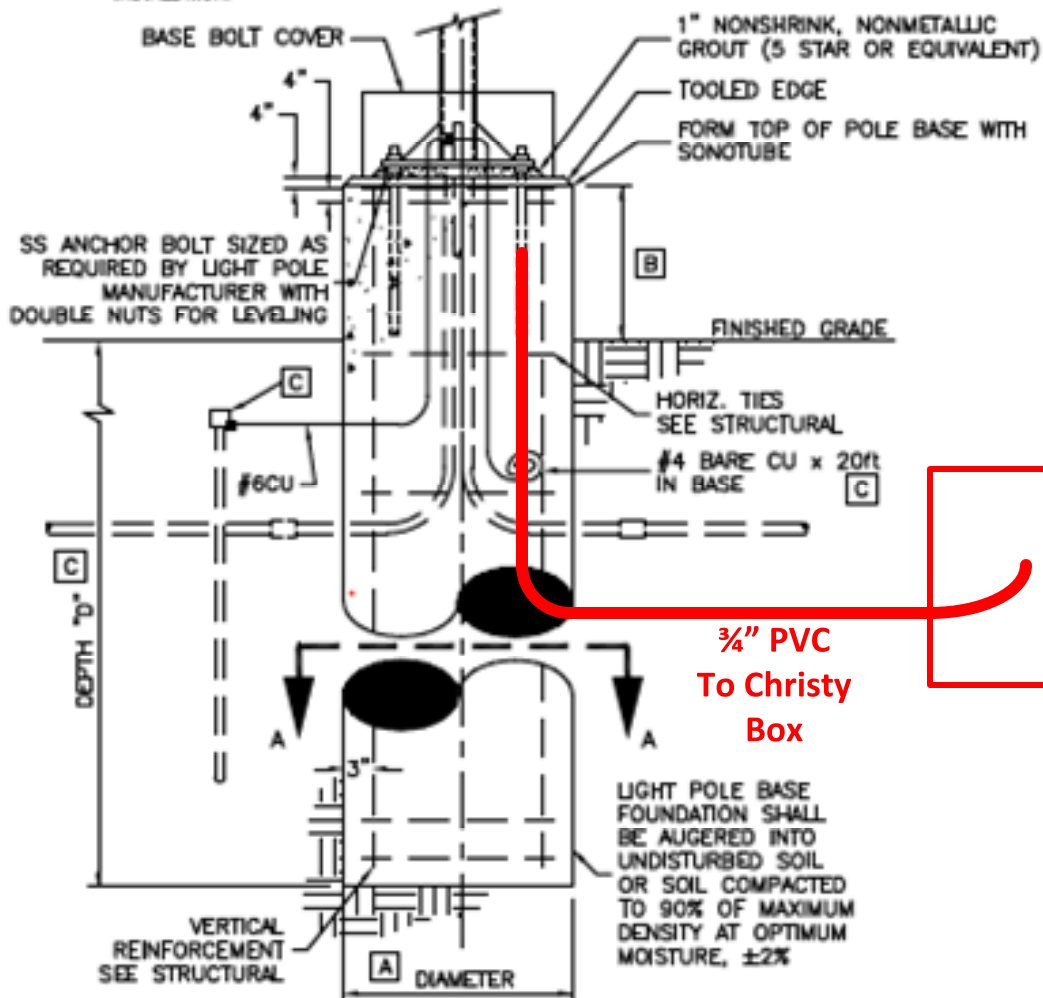
VERTICAL
REINFORCEMENT

PLAN A-A

NOTE: ORIENT BOLT PATTERN AS SHOWN
ON PLANS. CONFIRM BOLT PATTERN WITH
POLE MANUFACTURER PRIOR TO
INSTALLATION.

KEYED NOTES □

- A. UNLESS PROVIDED IN STRUCTURAL PLANS, POLE BASE DIMENSION & REINFORCEMENT SHALL BE PROVIDED BY POLE SUPPLIER AND SEALED BY STRUCTURAL ENGINEER REGISTERED IN THE SAME STATE AS PROJECT. MAINTAIN NET POLE HEIGHT PER FIXTURE SCHEDULE WHEN POLE BASE EXTENDS ABOVE GRADE.
- B. 2'-6" IN AREAS EXPOSED TO TRAFFIC, 6" OTHERWISE.
- C. 5/8"x8'-0" GROUND ROD (OR #4 BARE CU X 20' UFER COILED IN BASE) CONNECT TO POLE. CONNECTION TO REINFORCING BAR IS OPTIONAL EXCEPT WHEN USED AS UFER (20FT X #4 REBAR MINIMUM).



**3/4" PVC
To Christy
Box**

(L2) POLE FOUNDATION
NO SCALE

DO #1 Pool Parking Lot

Final Audit Report

2022-01-26

Created:	2022-01-26
By:	Purchasing Buckeye (purchasing@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApL9Vag9ONHK7pztRhftXJk_0Ko0p6cs

"DO #1 Pool Parking Lot" History

-  Document created by Purchasing Buckeye (purchasing@buckeyeaz.gov)
2022-01-26 - 2:24:43 PM GMT- IP address: 174.78.95.30
-  Document emailed to Mike Abraham (mabraham@banicki.com) for signature
2022-01-26 - 2:26:24 PM GMT
-  Email viewed by Mike Abraham (mabraham@banicki.com)
2022-01-26 - 2:56:03 PM GMT- IP address: 104.28.111.165
-  Document e-signed by Mike Abraham (mabraham@banicki.com)
Signature Date: 2022-01-26 - 4:23:13 PM GMT - Time Source: server- IP address: 98.165.147.225
-  Document emailed to CA Williams (cwilliams@buckeyeaz.gov) for signature
2022-01-26 - 4:23:22 PM GMT
-  Email viewed by CA Williams (cwilliams@buckeyeaz.gov)
2022-01-26 - 5:29:19 PM GMT- IP address: 104.47.65.254
-  Document e-signed by CA Williams (cwilliams@buckeyeaz.gov)
Signature Date: 2022-01-26 - 5:29:38 PM GMT - Time Source: server- IP address: 174.78.95.30
-  Agreement completed.
2022-01-26 - 5:29:38 PM GMT



While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

CIP 102010 Buckeye Pool Parking Lot Expansion

0 50 100 200
Feet



Date: 1/5/2022

Document Name: CIP102010_PoolParkingLotExpansion8x11

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.B. Storage and Shade Covering at Public Works Yard
DATE PREPARED: 02/15/22	DISTRICT NO.: 3
STAFF LIAISON: Chris Williams, Construction and Contracting Manager, cwilliams@buckeyeaz.gov, (623) 349-6225	
DEPARTMENT: Public Works	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action approving the Cooperative Contract Purchase Addendum (CCPA) No. 2022034 between the City of Buckeye, an Arizona Municipal Corporation, and Modular Solutions, Ltd., related to the Public Works Yard Steel Building Erection; authorizing the Mayor to execute and deliver said contract on behalf of the City.

RELEVANT GOALS:

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

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The Construction and Contracting division is recommending Modular Solutions, Ltd, to provide materials, installation and warranty for the construction of two structures, a 30 foot by 30 foot storage structure and a 40 foot by 150 foot shade covering for the Public Works Yard. The 30 foot by 30 foot storage structure will house material for roadway repairs and maintenance, and will protect the materials from direct sunlight. The 40 foot by 150 foot shade covering will provide protection to City staff from working in direct sunlight when cleaning heavy equipment at the end of each work day. The expenditure is not to exceed \$327,035.01.

BENEFITS:

The construction of a 30 foot by 30 foot storage structure will provide protection for roadway materials from the weather elements such as direct sunlight which causes the materials to harden and decay. The construction of a 40 foot by 150 foot shade cover will protect staff from direct sunlight during the summer months when cleaning the heavy equipment at the end of each work day.

FUTURE ACTION:

Once approved, the Construction and Contracting will issue a Notice to Proceed (NTP) and Purchase order to obligate funds.

FINANCIAL IMPACT STATEMENT:

The project will be paid through the current fiscal year's budget by Fund/Department. The expenditure is not to exceed \$327,035.01 for FY 2021/2022.

CURRENT FISCAL YEAR TOTAL COST:

\$327,035.01

BUDGETED:

Yes

FISCAL YEAR:

2021/2022

FUND/DEPARTMENT:

38103202-540020

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

ATTACHMENTS:

[Public Works Yard - Equipment Washout Area & Storage.pdf](#)

[Modular Solutions Part 1](#)

[Exhibit C-reduced.pdf](#)



Public Works Yard - Washout Shade Covering and Storage



**COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
MODULAR SOLUTIONS, LTD.**

**PUBLIC WORKS YARD STEEL BUILDING ERECTION
CCPA NO. 2022034**

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM {this "Addendum"} is made on _____, 2022 between the City of Buckeye, an Arizona municipal corporation (the "City") and Modular Solutions, Ltd (the "Contractor"). The City and the Contractor are the only parties to this agreement; they are each a "Party," and together they are the "Parties."

WHEREAS after a competitive procurement process was completed by the State of Arizona, the Contractor was awarded Statewide Contract No. CTR057393 to provide Turn-Key Commercial Modular/Pre-Engineered Buildings (the "Cooperative Contract"), a copy of which is attached hereto as Exhibit B and Exhibit C, and the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS the City is authorized pursuant to A.R.S. § 41-2632 and Section 24-3-15 et seq. of the City Procurement Code to make purchases via cooperative purchasing and pursuant to a cooperative purchasing Contract; and

WHEREAS the City desires to purchase materials and services from the Contractor, pursuant to the terms and conditions of the Cooperative Contract;

THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated as though fully set forth herein, the Parties hereby agree as follows:

1. The Contractor shall provide, construct, install, and warranty two steel buildings for the Public Works Yard, as more fully set forth in Exhibit A ("Proposal").
2. This Addendum and all work performed by the Contractor shall be subject to the terms and conditions of this Addendum and of the Cooperative Contract.
3. Total payment for materials or services supplied or performed pursuant to this Addendum shall not exceed \$327,035.01.
4. All modifications, including but not limited to service additions and deletions, shall be made by written change order.
5. This Addendum is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

[Signature page to follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names.

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda Aja, City Clerk

Recommended:

CA Williams

Christopher A. Williams, Manager
Construction and Contracting Division

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

CONTRACTOR:

MODULAR SOLUTIONS, LTD.

Brandon Hart

Brandon Hart, General Manager

EXHIBIT A
Modular Solutions Proposal for City of Buckeye

December 16, 2021

JUSTIN GOODERE
City of Buckeye
530 E. MONROE AVENUE
buckeye, AZ 85326

Dear JUSTIN:

As per your request we are pleased to furnish the pricing on the following Steel building projects for your facility located in Buckeye, AZ.

Building A approx. 30' x 30' storage three sheeted walls
Building B approx. 40' x 150 wash out shade covering

This includes all items covered in the attached proposal break out for your review. Thank you for choosing Modular Solutions, Ltd for your steel building needs.

SIGN BELOW TO ACCEPT THIS PROPOSAL

Customer Acceptance

Date

If you have any questions concerning this proposal or specifications call our office. Thank you.

Sincerely,



Mitzi Garcia
Modular Solutions, Ltd

Project Name: 21203 COB1
Building State: AZ
Quote Date: 12/15/2021
Code: IBC 2018
Building Size: 40'x150', and 30'x30'

Customer: City Of Buckeye
Email: jgoodere@buckeyeaz.gov
Phone: 623-349-6275
Project Location: City Of Buckeye Public Works
 23454 MC 85, Buckeye, AZ 85326

CATEGORY	ITEM	QTY	Unit	DESCRIPTION	Remark
BUILDING		2			
30x30 - Provide concrete, steel building, and steel building erection.					
	Dirt Pad			Shall over excavate 5' on all (4) sides Shall process existing dirt to meet moisture / compaction ratio per plan Pad shall have a 4" ABC underlayment	
	Footings			Grade beam footing shall be 12"x 24" with (2) #5 rebars horizontally All column footings shall be 30"sq x 24" deep with a #5 rebar mat All columns shall have a #5 rebar hairpin towards the center of slab	
	Concrete			6" concrete slab with footings and slab shall be a 3,000 psi flowable Includes all anchor bolts and finish	
	Steel Building			(1) 30'x 30'x 16' Steel Building (3) sheeted walls with the front open 26ga PBR roof and walls Standard eave and rake trim	
FIRE PROTECTION					
	Fire Alarm			Not Included	
	Fire Sprinkler			Not Included	
40x150 - Provide concrete caissons, steel building and steel building erection.					
	Caisson Footings			Caisson footings shall be 3' round by 7' deep Caisson footings shall have #5 rebar verts with #3 rings reinforcement Includes anchor bolts	
	Steel Building			(1) 40'x 150'x 18'/20' steel building 1/12 roof pitch with a single slope All frames shall be wideflange steel beam All secondary cees and zeers shall be 8"x 14ga red ox primed All roof (Galvalume) sheeting shall be 26ga PBR Panel All walls shall be open and no x bracing	
FIRE PROTECTION					
	Fire Alarm			Not Included	
	Fire Sprinkler			Not Included	
Sitework & Utilities					
	Saw Cutting	1.00	Days	Saw cutting and for footings. Concrete/asphalt assumed to be no more than 4" thick.	
	Jackhammer concrete/asphalt for removal	4.00	Days	2 guys, 4 days for removal	
	Dump Fees	1.00	LS	5 tons max, COP dump fee.	
	Fill Dirt to patch concrete/asphalt after removal	1.00	LS	Fill dirt delivered	
	Place and compact fill dirt	1.00	Days	One Day, place, wet, compact.	
Engineering Fees					
	Soils Testing	1.00	LS	Soils Test, 2 borings to a depth of approximately 15 feet	
	Architectural site plan	2.00	LS	Site plan for submittal to City of Buckeye	
	Dust Permit	2.00	EA	Maricopa County Dust Permit	
	City of Buckeye Permit Allowance	2.00	LS	City of Buckeye Permit Allowance	\$2,500 Allowance (\$5,000 total)
Personnel					
	Project Engineer	2.00	Week	Project Engineer, project coordinator	
	Project Manager	2.00	Week	Overall Project Management 2 week duration, 5 working days total	
	Site Superintendent	3.00	Week	On site Superintendent	

	Administrator	5.00	Days	Admin support
	Daily Cleanup	25.00	Clean	Daily cleanup
	Final Cleanup	1.00	LS	Pressure wash under canopy, sweep and blow down area to dry after completion
Equipment				
	18 in. Diamond Blade for Concrete Cuttin	2.00	Ea.	Blade replacement for rental
	Walk Behind Concrete Saw 18"	1.00	Week	Equipment rental
	Jackhammer	1.00	Week	Equipment Rental
	Pickup Truck	3.00	Week	Truck rate @ 388.00 per month
	Water hose and nozzle	2.00	EA	100LF of hose and trigger nozzle
	Fuel	2.00	LS	Fuel for project duration @ 3.804 per gallon
	Pressure washer	2.00	Day	Pressure rental
	Millage	742.00	Miles	\$0.56 GSA millage from site to yard
	Oil	2.00	LS	Oil for generator, pressure washer, concrete cutter
	Equipment Maintenance	4.00	Ea.	Equipment Routine Maintenance for Generator, pressure washer, concrete cutter
On Site Facilities				
	Cell Phone	1.00	EA	Cell Phones, PM, Site Super, Project Engineer for project duration (2 weeks)
	Safety Supplies	6.00	Kits	Ear plugs, eye protection, gloves, hard hats
	Dust control	5.00	EA	Building Final Cleaning
	Portable Restroom Service	1.00	LS	On site portable restrooms, two week rental
	Construction Safety	3.00	LS	Cones, caution tape, orange fence allowance
	Signage	3.00	EA	2 4x4 posts with 4' job board for permits, eyewash, and first aid.
	Quality Control	50.00	Ea.	Daily reports, photos, and progress documentation, and verification
	On site meetings	2.00	EA	On site meeting allowance
	Copies/Supplies	2.00	EA	Documentation
				Rapid Care First Aid 80094 3 Shelf
				ANSI/OSHA Compliant All Purpose First
	First aid kit	2.00	EA	Aid Cabinet, Wall Mountable, 800 Pieces
	Portable eye was station	2.00	EA	

Total	\$	290,717.08
Owner Contingency	\$	11,628.68

TAX & BONDING

Total Tax:	\$	18,276.80
Total Bonding:	\$	6,412.45

TOTAL QUOTE PRICE:	\$	327,035.01
---------------------------	-----------	-------------------

PROJECT CLARIFICATIONS

- Pricing is valid for 30 days from submittal and subject to revision.
- Manufacture lead time: Approximately 6 weeks to complete drawings for submittal to City of Buckeye after the soils test is completed for foundation design. Once drawings are submitted, it will take approximately 4 weeks for review and permit. Once drawings are approved, the steel will be released for fabrication and construction will commence. After the permits are released and the steel has arrived, the project duration will be
- No site utility connections, no water, sewer, power or low voltage is included.
- Water for construction activities to be made available for Modular Solutions use and its subcontractors throughout construction at no cost.
- No Electrical scope included, no lights, outlets, or power of any kind is included.
- Fire alarm system not included at this time.
- Fire sprinkler is not included in this quote.
- No provisions for fire rating have been provided in this building.
- In the event of any delay in Customer's performance of any of the obligations or any other delays caused by Customer, this proposal shall be adjusted as reasonably necessary to accommodate such delays.
- All frames shall be wide flange steel beam, all secondary cees and zees shall be 8"x 14ga red ox primed, and all roof (Galvalume) sheeting shall be 26ga PBR Panel. Customer to select one color for roof sheets. No additional painting included.
- Project bid to: IBC 2018.
- Modular Solutions assumes the minimum required distance from any and all assumed and / or common property lines.
- We take exception to local & federal jurisdictions or health department codes and requirements.
- One Year limited warranty on purchase of new building.
- Tax included based on current (9.3) tax rate.
- Bond has been included in this proposal.
- City of Buckeye permit allowance of \$5,000 is included. Anything costing over this amount will require a change order. If the permit fees are less than the allotted amount, they will be credited back towards the client after project completion.
- Surveying, staking and civil engineering are not included in this quote. If required by the City of Buckeye or any other party, these costs will be submitted through a change order. Any additional drafting or submittals to the City of Buckeye will use funds from the owner contingency.
- Due to energy code requirements, changes may be required and additional costs may be incurred.
- PAYMENT TERMS:** 10% to start design and engineering, 45% to order the steel and schedule work, 35%
- EXCLUSIONS:** Please read quote carefully. If an item has not been listed, no provisions have been made for the item.

- 23 A party shall not be held liable for failure of or delay in performing its obligations under this agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, pandemic, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. Where a Force Majeure event gives rise to a failure or delay in either party performing its obligations under this agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event.
- 24 Our material pricing is based on the material at today's pricing. No price escalation is figured in the proposal price. Additional pricing may be required due to the volatility of the market, and our inability to lock in pricing until we order material. A contingency of 5% has been included and will be used for any price increases and to cover anything that may have not been included in error. If the contingency is not used, it will be credited back towards the customer and this proposal shall be adjusted accordingly.

Accepted by: _____ Title: _____ Date: _____ Signature: _____

EXHIBIT B
Award-State of Arizona Contract No. CTR57393



Douglas A. Ducey
Governor

Andy Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007
(602) 542-1500

Date: 9/27/21

Sent Via E-mail to: mitzig@mod-sol.com

Modular Solutions, Ltd.
PO Box 15507
Phoenix, AZ 85060

Attn: Mitzi Garcia

RE: Contract Award No. CTR057392 Commercial Pre-Engineered Buildings
Contract Award No. CTR057393 Commercial Modular Buildings

Dear Mitzi,

Thank you for submitting a response to the Request for Proposal to solicitation number BPM003617. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 9/28/2021.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be available for public viewing within three days of award via the State's e-Procurement system.

In accordance with Special Terms and Conditions of the contract and prior to beginning any work under the contract, your company is required to submit a current Certificate of Insurance (COI) after contract award and throughout the term(s) of the contract. All required policies as described in your contract must be in effect at or prior to commencement of work. All certificates and endorsements are to be e-mailed for approval to the Contract Manager on file. Currently that Contract Manager is me, dustin.deason@azdoa.gov.

Certificate of Insurance Requirements:

The following checklist is provided to assist you in gathering your insurance requirements; you are advised to refer to your contract Risk and Liability section (RFP documents) for specific policy limits and requirements.

- **Contract number** should be listed on the Certificate of Insurance in the Description of Operations.
- **All required polices and with appropriate limits** as stated by your contract.

Insurance Endorsements: A copy of each Insured Endorsement page(s) must be attached to the COI, otherwise the certificate will be considered incomplete.

- **Additional Insured** - All policies, except Workers' Compensation and Professional Liability shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured.
- **Waiver of Subrogation** - All policies, except Professional Liability shall contain a Waiver of Subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Please note:

The Arizona Procurement Portal (APP) will record the provided COI with the earliest expiration date listed; you are responsible for providing a new COI upon expiration of the earliest date shown on the COI provided.

This Certificate of Insurance checklist is provided to assist the contractor obtain the required information. It does not change or waive any of the terms and conditions of the Contract with the State.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of their Contract with the State.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me. Thank you for your response and for your continued interest in doing business with the State of Arizona.

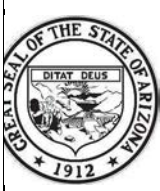
Sincerely,



Dustin Deason
Procurement Manager
dustin.deason@azdoa.gov
480-772-3446

EXHIBIT C

Request for Proposal (RFP) State of Arizona Solicitation No. BPM003812



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

**General Services
Division**

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

Section 1: Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, General Services Division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish a Statewide contract to provide Turn-Key Commercial Modular/Pre-Engineered Buildings.

The State is seeking proposals from Commercial Modular/Pre-Engineered Buildings Contractors to be pre-qualified through an as-needed Commercial Modular/Pre-Engineered Buildings Contract. Contractors selected through this RFP, and are awarded a subsequent contract (Commercial Modular/Pre-Engineered Buildings Base Contract) with the State.

Commercial Modular/Pre-Engineered Buildings Contracting consists of up to 2 main elements:

- **RFP for qualification determination:** This Solicitation (Commercial Modular/Pre-Engineered Buildings Base Contract) will define and formalize the role of the Contractor.
- **Secondary Selection Process:** The secondary process will be used to make final selection of an Contractor resulting in a Task Order to the Commercial Modular/Pre-Engineered Buildings Base Contract for a specific turn-key Buildings(s) proposal.

The State anticipates awarding multiple Contracts for providing these services, though it reserves the right to issue one or multiple contract awards.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

	Section 1: Solicitation Summary
	Section 2-A: Scope of Work
	Section 2-B: Pricing Document
	Section 2-C: Secondary Contractor Selection for a Project
	Section 2-D: Special Terms and Conditions
	Section 2-E: Uniform Terms and Conditions
	Section 3-A: Instructions to Offerors
	Section 3-B: Offer forms (Attachments)

Solicitation Documents
Template version 4.0 (16-
NOV-2018)

Table of Contents
Page 1 of 48

Available online at APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	---	--

3.0 How and When Proposals Are Due

DUE DATE AND TIME: Offers shall be received until 3:00 P.M. (Arizona Time), September 9, 2021

Proposers shall copy and save APP attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in APP. APP will not save information entered directly on the attachments.

Proposals will only be accepted **online in the “The State’s e-Procurement System”** at <https://app.az.gov> until the “**Bid/Offer Due Date**” indicated in **The State’s e-Procurement System for the Solicitation No. shown at the top of this page**. Proposals must be in the General Services Division’s possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State’s e-Procurement System to the State’s e-Procurement System Help Desk:

- by phone at (602) 542-7600, option2; or
- by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in The State’s e-Procurement System.

4.0 Pre-Offer Conference

The State **WILL** conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation’s ‘**Process**’ field as found within the State’s e-Procurement system, The State’s e-Procurement System (<https://app.az.gov>); attendance is **optional but encouraged**. Refer to paragraph 2.7 of the Instructions to Offerors for more information.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the State’s “**Discussion Forum**” Tab in the e-procurement system. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

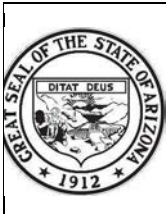
End of Section 1

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	---

2: Scope, Pricing and Terms and Conditions

Table of Contents

SECTION 1: SOLICITATION SUMMARY	1
SECTION 2-A: SCOPE OF WORK	4
SECTION 2-B: PRICING DOCUMENT	9
SECTION 2-C: SECONDARY CONTRACTOR SELECTION FOR A PROJECT	8
SECTION 2-C: SPECIAL TERMS AND CONDITIONS	13
SECTION 2-D: UNIFORM TERMS AND CONDITIONS	40
SECTION 3-A: INSTRUCTIONS TO OFFERORS	41

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
---	---	--

SECTION 2-A: Scope of Work

1. Purpose and Background

- 1.1. The State of Arizona Department of Administration, General Services Division invites sealed proposals for a Developer to provide all transportation, delivery, labor, material, equipment, general conditions, overhead and profit, quality control, and permitting for turn-key Commercial Modular/Pre-Engineered Buildings.
- 1.2. The purpose of this Commercial Modular/Pre-Engineered Buildings Base Contract is to provide the Developer the ability to be chosen in a secondary selection process to provide a Specific Project Proposal on behalf of the State. Should the State accept the Proposal, the Developer's Project Proposal may be considered for Award.
- 1.3. The State is looking for responses for developing the following types of buildings.
 - Pre-Manufactured Buildings
 - Pre-Engineered Buildings
 - Modular Buildings

1. Introduction

- 1.1. The State is seeking the services of multiple, qualified, Commercial Modular/Pre-Engineered Buildings Developers that specialize in the design, supply and install services.
- 1.2. Each company awarded an Commercial Modular/Pre-Engineered Buildings Base Contract (hereinafter referred to as "Contractor") will be expected to comply with the terms herein as part of any and all Task Order Project Proposals entered into under this Commercial Modular/Pre-Engineered Buildings Base Contract.
- 1.3. The State seeks to establish Commercial Modular/Pre-Engineered Buildings Contracts with Contractor(s) that have an established presence and possess comprehensive knowledge/experience of the principles, techniques, and trends in Commercial Modular/Pre-Engineered Buildings full turn-key supply and install services.

2. RFP Selection Process

This RFP is intended to establish a Commercial Modular/Pre-Engineered Buildings Contract. Respondents will be awarded by committee scoring detailed in Section 3-A Instructions to Offerors 6.5 Evaluation Criteria.

	Evaluation Criteria	Max Points
	Offeror Information Questionnaire - Attachment 2-A	300
	Experience and Organizational Profile - Attachment 2-B	200
	Method Proposal – Attachments 3-A & 3-B	300
	Cost – Items Tab in APP	200

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

3. Secondary Selection Process

3.1. Selection of a Project

- 3.1.1. The State of Arizona will use a secondary Contractor specific task order selection process (Section 4 of this solicitation) to select a specific contractor to complete Project Proposal which may lead to an award of a project for the State of Arizona.
- 3.1.2. The decision of whether to enter into an agreement shall be at the sole discretion of the State of Arizona.
- 3.1.3. Refer to Section 2-C Secondary Contractor Selection for a Project for further information.

4. SCOPE REQUIREMENTS

4.1. GENERAL SCOPE

The following is a list of suggested (but not limited to) categories. List all categories you are responding with. The Contract should allow for purchase of buildings as well as rental and or lease.

- 4.1.1. Portable Buildings
 - 4.1.1.1. Constructed off site, transported to the site in two or more separate units, assembled on site providing one complete unit capable of being disassembled and/or relocated as one unit.
- 4.1.2. Modular Buildings
 - 4.1.2.1. A building built in three-dimensional sections (or modules) in a factory environment. Smaller sections or modules are constructed separately at the factory using conventional commercial wall, floor roof, and ceiling materials. All major systems including mechanical, electrical, plumbing and finishes are completed prior to shipping and installation at the site in semi-permanent or permanent condition.
- 4.1.3. Pre-engineered Metal / Hardwall Buildings
 - 4.1.3.1. Structural systems such as clearspan rigid frame, modular rigid frame, tapered beam, lean-to and others in standard or long span options. Pre-engineered buildings can be designed to virtually any desired dimension to achieve the optimal design solution for customers building requirements.
- 4.1.4. Classrooms
 - 4.1.4.1. Portable Classroom solutions, Permanent Education Solutions, Green Education Solutions and Childcare Solutions
- 4.1.5. Mobile Offices
 - 4.1.5.1. Constructed on a chassis, 12 or 14 feet wide and in lengths up to 60 feet. Shall be equipped with interior walls, electrical connections, HVAC and lighting.
- 4.1.6. Storage Containers
 - 4.1.6.1. Storage containers similar to the ISO intermodal shipping container and capable of being store on site. Normally 20 or 40 feet long and 8 feet wide.
- 4.1.7. Re-locatable Walkways, Covers and Ramps
 - 4.1.7.1. Constructed of suitable metal material to withstand prolong usage and relocation.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Must meet or exceed all ADA requirements.

- 4.1.8. Fleet Buildings
 - 4.1.8.1. A group of buildings for rental/lease placed into service over a period of years that may not meet the 2006 International Building Code.
- 4.1.9. Workforce Camps & Workforce Housing
 - 4.1.9.1. Can include Sleeping Accommodations, Dining Facilities, Recreation Complexes and Camp Support
- 4.1.10. Relocation/Removal Services
 - 4.1.10.1. Existing Modular Buildings relocated to another location statewide.
 - 4.1.10.2. Removal and Disposal of existing Modular Buildings.

4.2. CONTRACTOR REQUIREMENTS

- 4.2.1. General Requirements
 - 4.2.1.1. Contractor shall utilize means, methods, and techniques that do not destroy the materials to be reused, or to remain the property of the State.
 - 4.2.1.2. Contractor shall furnish drinking water and temporary sanitation facilities for use by construction personnel throughout project duration. Temporary sanitation facilities shall be serviced a minimum of one (1) time weekly.
 - 4.2.1.3. All workers are required to carry valid photo identification while working on this project.
 - 4.2.1.4. Contractor shall provide and maintain material safety data sheets on-site as required for any materials.
 - 4.2.1.5. Contractor shall dispose of all materials or debris in accordance with applicable EPA guidelines.
 - 4.2.1.5.1. Contractor shall at all times keep the project area, including any storage areas used by the Contractor, free from accumulations of waste material or rubbish.
 - 4.2.1.5.2. Upon final completion of the Work, Contractor shall immediately remove any rubbish from the premises, tools, and equipment, and all materials not the property of the State.
 - 4.2.1.5.3. Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Project Manager upon final completion.
 - 4.2.1.6. Services by the Contractor shall include but are not necessarily limited to:
 - 4.2.1.6.1. Bid and award contracts for subcontracts;
 - 4.2.1.6.2. Provide quality controls;
 - 4.2.1.6.3. Bond and insure the construction;
 - 4.2.1.6.4. Address owner concerns;
 - 4.2.1.6.5. Construction project scheduling, coordination and administering of the construction;
 - 4.2.1.6.6. Shall be fully responsible for the means and methods of construction, project safety and for project completion.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- 4.2.1.7. Permit Application: Complete any required building permit application and file with authorities having jurisdiction within five days of the Notice of Award.
- 4.2.1.8. Requirements express or implied for Contractor personnel, subcontracts, and audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- 4.2.1.9. Contractors will be limited to any manufacturers' certified "Self-Adhered" Contractors list when applicable.
- 4.2.1.10. Contractor to monitor noise levels.
- 4.2.1.11. Contractor shall inspect the site and conduct field measurements prior to bid submittal.

The following Exhibit applies to the Scope of Work: **NONE**

End of Section 2-A

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

SECTION 2-B: Pricing Document

1. COST AND PRICING

- 1.1. All bidders will provide Maximum Mark-Up Percentage.
- 1.2. All Bidders will provide Maximum General Conditions Percentage
- 1.3. Maximum markups and fees will be established in the Secondary Selection Questionnaire. The following definitions shall be used to guide all future project development and implementation of specific Commercial Modular/Pre-Engineered Buildings Task Orders.
- 1.4. Markups, Margins, Costs and Fees. The project shall be defined as a Guaranteed Maximum Price project. There shall be established a ceiling or Guaranteed Maximum Price for the Statement of Work as defined. The Contractor shall be compensated for actual total costs incurred plus the profit markup amount as negotiated for the project; never to exceed the profit percentage established in the prevailing Request for Proposals Response by the Contractor as required under A.R.S. § 34-455(A). As a result, the Contractor is responsible for any and all cost overruns and any savings resulting from cost underruns shall be retained by the eligible State Agency. Invoice requests and remuneration shall represent only Work that has been actually completed and supported by appropriate documentation of costs incurred.

2. Pricing

- 2.1. CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Secondary Selection Questionnaire, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.
 - 2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
 - 2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
 - 2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2. PRICING-ALL-INCLUSIVE:

- 2.2.1. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3. PRICE INCREASES:

- 2.3.1. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.
- 2.3.1.1. Initial Contract prices will be honored for one year after award of Contract.
- 2.3.1.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 2.3.1.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

2.4. PRICE REDUCTIONS:

- 2.4.1. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.

2.5. ADDITIONAL CHARGES:

2.5.1. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6. TRAVEL:

2.6.1. Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel> . The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

4. Invoicing

4.1. INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2. MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	☐
Contractor name and contact information	☐
Remit-to address	☐
State contract number	☐
Order number (typically the State's e-Procurement System PO #)	☐
Invoice number and date	☐
Date the items shipped or services performed	☐
Applicable payment terms	☐
Contract line item number	☐

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Contract line item description	☐
Quantity delivered or performed	☐
Line item unit of measure	☐
Item price	☐
Extended pricing	☐
Discount off list or catalog	☐
Taxes <i>(as a separate invoice line item)</i>	☐
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	☐

- 4.3. NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
- 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
 - 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.
- 4.4. PRE-INVOICE REVIEW. Shortly before the Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5. SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by the Contractor's authorized

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6. DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2. Invoices will be deemed automatically rejected upon delivery if they:

4.6.2.1. are sent to an incorrect address;

4.6.2.2. do not reference the correct State contract number; or

4.6.2.3. are payable to any Person other than the Contractor.

4.6.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

5.1. PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2. JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3. RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

5.4. PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5. PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15 th Avenue, Suite 103 Phoenix, AZ 85007
--	---	---

responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

- 5.6. AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:
<https://gao.az.gov/afis/vendor-information>

6. Exhibits to the Pricing Document

☐ none

End of Section 2-B

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

SECTION 2-D: Secondary Contractor Selection for a Project

Secondary Contractor Selection Process

Contractors awarded from this Solicitation will have an active Contractor Base Contract (the Pre-Qualified List) and will be eligible to provide Commercial Modular/Pre-Engineered Buildings services to the State. The State will use a secondary contractor selection process to select a specific Contractor. Contractors that meet the project specific criteria on the active Base Contract will be invited to complete a secondary selection questionnaire and submit a project proposal, which may lead to an award of a specific Task Order.

If the State is unable to come to terms with a selected Contractor through the Secondary Selection Process, then the State reserves the right to end negotiations and start a Secondary Selection with another contracted vendor.

For the Secondary Selection Process, Contractors will be selected for specific task orders based on the following Attachments:

Questionnaire 1 to Secondary Selection of Approved Contractor-Project Specific Experience and Capacity Questionnaire

Questionnaire 2 to Secondary Selection of Approved Contractor-Project Specific Cost and Pricing Questionnaire

Questionnaire 3 to Secondary Selection of Approved Contractor-Project Specific Schedule Questionnaire

Task Order selection for award criteria will be based on these attachments. Actual weight percentage shall change specific to each project.

***Entire submission shall not exceed 10 pages.**

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	---	--

Questionnaire 1 to Secondary Selection of Approved Contractor

Project Specific Experience and Capacity Questionnaire

1. **Management Approach**
 - 1.1. **Project Personnel and Staffing**
 - 1.1.1. **Qualifications and Experience of Personnel**

Complete the table below to list *each individual* who will have primary responsibility for key tasks and phase of the proposed project.

Offeror Response:

NAME	TITLE	POTENTIAL ROLE	PROJECT LIST w/ PROJECT TYPE, COST, & ROLE	BASE LOCA TION

Potential role in the project: technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, and other services; note supervisory responsibilities, if any.

Level of expertise: specific qualifications related to role and responsibilities for the project; past relevant experience; years in industry or other brief description

Base Location: Permanent office in the state; on assignment from other state; out-of-state support.

Project List: List projects, with project type and project cost, that the person was associated with during the last five years.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Also provide resumes in a clearly marked appendix to the company’s response to this final selection RFP.

1.1.2. Subcontractors

Complete an additional table to include any and all Subcontractors

Check “NO” if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

	NO, the Offeror will not subcontract any portion of the Work.
--	---

If you WILL subcontract any portion of the Work, check “YES” below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

	YES, the Offeror will use the Subcontractors listed below:
--	--

	Name and contact information	Small Busine ss	Work to be performed	%
--	------------------------------------	-----------------------	----------------------	---



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration
**General Services
Division**

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

1	Name	select		
.				
2	Name	select		
.				
3	Name	select		
.				
4	Name	select		
.				
5	Name	select		
.				

SAMPLE

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Questionnaire 2 to Secondary Selection of Approved Contractor

Project Specific Cost and Pricing Questionnaire

1. COST AND PRICING

1.1. The State may choose to accept markups, margins and fees pre-established in the initial RFP for Prequalified Suppliers proposed by the Contractor for individual projects without further negotiation, *or* directly negotiate with Contractor for reductions as appropriate for individual facility or project requirements. Contractor may also propose lower markups, and fees depending upon individual project considerations. All costs for the Project whether internal or external to the Contractor will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. The pricing methodology and individual cost markups disclosed during preliminary contract negotiations define maximums for the scope and size of the Project. Invoices shall be only for verified work completed and actual costs incurred as substantiated by the appropriate documentation.

2. Pricing will be included in this Questionnaire. Please include all cost for Turn-Key Supply and Install of the Requested Project Specifications.

3. Equipment/Labor Cost Competition

3.1. Describe your company's process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the eligible state agency or CO-OP Buyer.

4. Best Value

4.1. Briefly describe how your approach to Commercial Modular/Pre-Engineered Buildings production and install delivers best value for the investment. Describe any rebates or other financial incentives you can potentially provide and/or facilitate for this project.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	---

Questionnaire 3 to Secondary Selection of Approved Contractor
Project Specific Schedule Questionnaire

1. Schedule

- 1.1.** The State is asking for a schedule based on the request for a specific project. Each specific project may have different scheduling needs. Detail the Critical Path through the project's entirety. Show any options your company can display to make the schedule succeed.

End of Section 2-D

SAMPLE

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	---	--

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

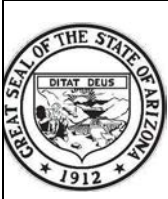
1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- | | | |
|------|---|---|
| 1.1 | Acceptance | "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| 1.2 | Accepted Offer | If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer. |
| 1.3 | Arizona Procurement Code; A.R.S.; A.A.C. | "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the <u>Instructions to Offerors</u> . |
| 1.4 | Arizona TPT | "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
https://www.azdor.gov/business/transactionprivilegetax.aspx . |
| 1.5 | Attachment | "Attachment" means any item that: <ul style="list-style-type: none"> 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer. |
| 1.6 | Pricing Document | "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions. |
| 1.7 | Contract Amendment | "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. |
| 1.8 | Contract Terms and Conditions | "Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively. |
| 1.9 | Contractor | "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State. |
| 1.10 | Contractor Indemnitor | "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors. |
| 1.11 | Co-Op Buyer | "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op |

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

- 1.12 Eligible Agency** If the Solicitation Summary indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Solicitation Summary indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.13 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.14 Instructions to Offerors** "Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.16 The State's e-Procurement System** "The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- 1.17 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.18 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.19 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.20 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

Solicitation Documents
Template version 4.0 (16-NOV-
2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written *"must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes"* in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- (6) Pricing Document;
- (7) Exhibits to the Pricing Document;
- (8) Specifications; and
- (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

- 2.3 **Independent Contractor**
Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
- 2.4 **Complete Integration**
The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

- 3.1 **Term of Contract**
The term of the Contract will commence on the date indicated on the Acceptance and continue for **twelve (12) months unless canceled, terminated, or permissibly extended.**
- 3.2 **Contract Extensions**
State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3 **Notices and Correspondence**
 - 3.3.1 TO CONTRACTOR. State shall:
 - (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and
 - (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
 - 3.3.2 TO STATE. Contractor shall :
 - (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the State's e-Procurement System Summary for State; and
 - (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
General Services Division
1110 W. Washington Street, Suite 155
Phoenix, AZ 85007
 - 3.3.3 **CHANGES.** State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- 3.4 Signing of Contract Amendments** Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of an amendment – is not required to give effect if the Contract Amendment only covers either:
1. extension of the term of the Contract within the maximum aggregate term;
 2. revision to Procurement Officer appointment or contact information; or
 3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.
- In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of an Amendment – are required to give it effect.
- 3.5 Click-Through Terms and Conditions** If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
- 3.6 Books and Records**
- 3.6.1 **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.6.2 **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.6.3 **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
- 3.7 Contractor Licenses** Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.
- 3.8 Inspection and Testing** By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

3.9 Ownership of Intellectual Property

- 3.9.1 **RIGHTS IN WORK PRODUCT.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- (a) "Government Purpose Rights" are:
- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - ii. the right to release or disclose that work product to third parties for any State government purpose; and
 - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- 3.9.2 **JOINT DEVELOPMENTS.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.3 **PRE-EXISTING MATERIAL.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
 - (a) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
 - (b) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.
- 3.9.4 **DEVELOPMENTS OUTSIDE OF CONTRACT.** Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

- 3.10.1 **INITIAL LIST.** At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.10.2 **ADDITIONAL NAMES.** Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

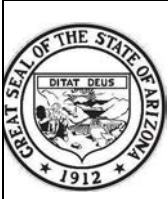
- 3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

**3.11 Offshore
Performance
of Certain Work
Prohibited**

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

- 3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.
- 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

3.13 Statewide Contract Provisions

Refer to Section 2-C: Special Terms and Conditions 1.12 Eligible Agency for Determination of statewide contract: If the Contract is a "statewide" contract for multiple purchases, projects, or assignments, it can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

4. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

5. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

6. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

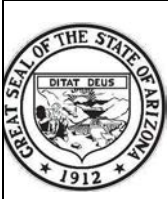
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

7. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

8. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 **COMPLIANCE WITH RULES.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

Solicitation Documents
Template version 4.0 (16-NOV-
2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

4.0 Costs and Payments

4.1 Liquidated Damages

4.1.1 Failure of Contractor to complete the Work within the time specified in the Contract, including any and all properly authorized extensions of time, will result in damages to the Agency with regard to occupancy, operations, and the specific benefits of public services, that are hereby communicated to the Contractor and contemplated by the Contractor as nullifying the inherent benefit of Agency's contractual bargain. Accordingly, as such damage is difficult to specify and formulate, Agency and Contractor agree that Contractor shall pay to Agency \$1200 per day as liquidated damages for each calendar day the Work remains incomplete beyond the date fixed for Substantial Completion.

Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance under the Contract for matters other than delays in Completion.

Original Contract Amount		
From More Than:	To and Including:	Calendar Day or Fixed Date:
\$ 0	\$ 100, 000	\$ 350
100, 000	500, 000	490
500, 000	1, 000, 000	840
1, 000, 000	2, 000, 000	910
2, 000, 000	5, 000, 000	1, 190
5, 000, 000	10, 000, 000	1, 540
10, 000, 000	-----	2 , 380

4.2 Payments

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- | | | |
|-----|-------------------------|--|
| 4.3 | Applicable Taxes | <p>4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the <u>Pricing Document</u>, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the <u>Pricing Document</u>, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.</p> <p>4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.</p> <p>4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the <u>Pricing Document</u>, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.</p> <p>4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.</p> |
|-----|-------------------------|--|

5.0 Contract Changes

- | | | |
|-----|----------------------------------|--|
| 5.1 | Contract Amendments | <p>The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.</p> |
| 5.2 | Assignment and Delegation | <p>5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.</p> <p>5.2.2 IN PART. Subject to paragraph 3.10 [<i>Subcontracts</i>] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.</p> |

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

6.0 Risk and Liability

6.1 Risk of Loss Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability and XCU (explosion/collapse/underground) coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Rented Premises \$50,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

• Each Claim \$2,000,000

• Annual Aggregate \$2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

5. Builders Risk

Builders Risk shall be purchased in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

a. The State of Arizona, the Department subcontractor and any others with an insurable interest in the work shall be endorsed (Blanket Endorsements are not acceptable) in favor of "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" as Additional Insureds on the policy.

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.

c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

e. The Builders Risk must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

f. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by the Contractor for the State of Arizona.

g. Contractor is responsible for the payment of all deductibles under the Installation Floater or Builders Risk policy.

h. The Department shall be named as loss payee as our interest may appear.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

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

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

3. State may elect to participate in such action at its own expense; and
 4. State may approve or disapprove any settlement or compromise, provided that,
 - (i) State shall not unreasonably withhold or delay such approval or disapproval and
 - (ii) State shall cooperate in the defense and in any related settlement negotiations.
- If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

- 6.5.1 **DEFINITION.** For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2 **RELIEF FROM PERFORMANCE.** Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.5.3 **EXCUSABLE DELAY IS NOT DEFAULT.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.5.4 **DEFAULT DIMINISHES RELIEF.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and Delegation*] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
9. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

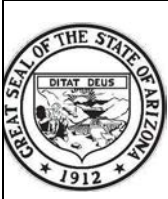
For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
- (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
- (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1 Applicability

Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them

11.4 Indicate Shipping Costs on Order

Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

11.5 Current Products

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract

11.6 Maintain Comprehensive Selection

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7 Additional Products

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

11.9 Forced Substitutes

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

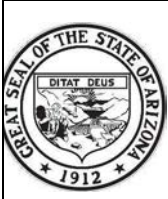
In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11 Delivery

11.11.1 **PRICING.** Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under [FAR 52.247-30](#)

[11.11.2](#) **LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under [FAR 52.247-35](#).

11.11.3 **PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
10. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
11. if the Contract is for unrestricted statewide use, then:
 - i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - a) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
 - b) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
 - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
 - (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

11.20 Hazardous Materials

Solicitation Documents
Template version 4.0 (16-NOV-
2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

Contractor shall timely provide State with any “Safety Data Sheets” (SDS) and any other hazard communication documentation required under the US Department of Labor’s Occupational Safety and Health Administration (OSHA) “Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date “SDS” reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with “hazardous material” being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

12.0 General Provisions for Services

- | | | |
|------|--|--|
| 12.1 | Applicability | Article 12 applies to the extent the Work is or includes Services. |
| 12.2 | Comprehensive Services Offering | Contractor shall provide the comprehensive range of services for which a price is established in the <u>Pricing Document</u> for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies. |
| 12.3 | Additional Services | State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones. |
| 12.4 | Off-Contract Services | Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract. |
| 12.5 | Removal of Personnel | Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State’s facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. |
| 12.6 | Transitions | During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State’s operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a |

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

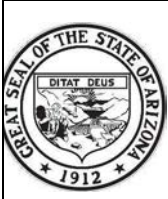
- | | | |
|-------|--|--|
| 12.7 | Accuracy of Work | Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities. |
| 12.8 | Requirements at Services Location | Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions. |
| 12.9 | Services Acceptance | State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection. |
| 12.10 | Corrective Action Required | <p>Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.</p> <ol style="list-style-type: none"> 1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence). 2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment. 3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances. |

13.0 Data and Information Handling

- | | | |
|------|----------------------|--|
| 13.1 | Applicability | Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest. |
|------|----------------------|--|

Solicitation Documents
Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

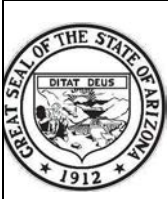
Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

Solicitation Documents

Template version 4.0 (16-NOV-2018)

Available online at: APP.AZ.gov



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration

General Services Division

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

- 14.1 Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
- 14.2 Background Checks** Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
- 14.3 Information Access**
- 14.3.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
- 14.4 Pass-Through Indemnity**
- 14.4.1 **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 **NOTIFY OF CLAIMS.** State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

Solicitation Documents
Template version 4.0 (16-NOV-
2018)

Available online at: APP.AZ.gov

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- (a) State reserves the right to elect to participate in the action at its own expense;
- (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.3 **PURCHASE PRICE DETERMINATION.** If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.4 **NO EFFECT ON INSURANCE.** This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.
- 14.8 **Information Technology Warranty**
 - 14.8.1 **SPECIFIED DESIGN.** Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
 - (a) modified or altered by anyone not authorized by Contractor to do so;
 - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
 - (c) operated in a manner not within its intended use or environment.
 - 14.8.2 **COTS SOFTWARE.** With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
 - (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
 - (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
 - (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.
 - 14.8.3 **PAYMENT HAS NO EFFECT.** The warranties in this paragraph are not affected by State's inspection, testing, or payment.
- 14.9 **Specific Remedies**

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

	Request for Proposal Solicitation No. BPM003812 Description: Commercial Modular/Pre-Engineered Buildings	Arizona Department of Administration General Services Division 100 North 15th Avenue, Suite 103 Phoenix, AZ 85007
--	--	--

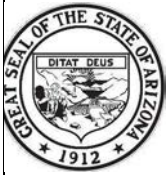
14.10 Section Compliance Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications The following are required for Contractor of any “cloud” solution that hosts State data outside of the State’s network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor’s application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-C



Request for Proposal

Solicitation No.
BPM003812

Description:
Commercial Modular/Pre-Engineered Buildings

Arizona Department of
Administration
**General Services
Division**

100 North 15th Avenue, Suite 103
Phoenix, AZ 85007

SECTION 2-D: Uniform Terms and Conditions

Solicitation Documents
Template version 4.0 (16-NOV-
2018)

Available online at APP.AZ.gov



Uniform Terms and General Conditions Design Build

TABLE OF CONTENTS:

1).....	DEFINITION OF TERMS	1
1.1.	Acceptance	1
1.2.	Additional Work.....	1
1.3.	Agency	1
1.4.	Agency Designated Representative.....	1
1.5.	Allowance.....	1
1.6.	Application for Progress Payment.....	1
1.7.	Application for Final Payment.....	1
1.8.	Arizona Procurement Code; A.R.S., A.A.C.....	1
1.9.	Arizona TPT.....	1
1.10.	As-builts	1
1.11.	Attachment.....	1
1.12.	Basic Work.....	1
1.13.	Bidding Documents.....	2
1.14.	Building Work.....	2
1.15.	Change Order.....	2
1.16.	Close Out Documents.....	2
1.17.	Conditional Waiver of Lien	2
1.18.	Construction	2
1.19.	Contractor	2
1.20.	Construction Documents.....	2
1.21.	Contingency.....	2
1.22.	Contract.....	2
1.23.	Contract Amendment.....	3
1.24.	Contract Cost.....	3
1.25.	Contract Terms and Conditions.....	3
1.26.	Contractor Indemnitor.....	3
1.27.	Cost	3
1.28.	Day.....	3
1.29.	Design Build.....	3
1.30.	Design Change Notice	3
1.31.	Design Professional	3
1.32.	Design Professional Services	3
1.33.	Design Professional Service Contract.....	3
1.34.	Design Requirements.....	3
1.35.	Drawings	4
1.36.	Estimated Project Construction Cost.....	4
1.37.	Excusable Delay	4
1.38.	Exhibit	4
1.39.	Field Order Directive	4
1.40.	Final Completion	4
1.41.	Final Completion Certificate.....	4
1.42.	Final Payment.....	4
1.43.	General Conditions of Contractor.....	4
1.44.	Gratuity.....	4
1.45.	Hazardous Waste; Release.....	4
1.46.	Hazardous Substance.....	4
1.47.	Hazardous Waste.....	5
1.48.	Indemnified Basic Claims	5
1.49.	Instructions to Offerors	5
1.50.	Look Ahead Schedule.....	5
1.51.	Materials.....	5
1.52.	Negotiation.....	5
1.53.	Notice to Cure.....	5
1.54.	Notice to Proceed.....	5
1.55.	Offer; Best and Final Offer (BAFO).....	5
1.56.	Payment Bond	5
1.57.	Performance Bond	5



1.58.	Person	5
1.59.	Preconstruction Services	5
1.60.	Procurement Officer.....	5
1.61.	eProcurement System (APP).....	5
1.62.	Product Data	6
1.63.	Project.....	6
1.64.	Proposed Change Order	Error! Bookmark not defined.
1.65.	Punch List.....	6
1.66.	Record Documents.....	6
1.67.	Request for Information.....	6
1.68.	Reimbursable Expenses.....	6
1.69.	Samples.....	6
1.70.	Schedule	6
1.71.	Schedule of Values.....	6
1.72.	Scope of Work	6
1.73.	Secure Locations.....	6
1.74.	Services.....	6
1.75.	Shop Drawings	7
1.76.	Site.....	7
1.77.	Solicitation; Solicitation Documents.....	7
1.78.	Special Terms and Conditions.....	7
1.79.	Specification	7
1.80.	State.....	7
1.81.	State Indemnities.....	7
1.82.	State Fiscal Year.....	7
1.83.	Stipulated Sum (Fixed Price/Lump Sum)	7
1.84.	Subconsultant.....	7
1.85.	Subcontract.....	7
1.86.	Subcontractor.....	7
1.87.	Submittal Register.....	7
1.88.	Substantial Completion	7
1.89.	Unconditional Waiver of Lien	7
1.90.	Uniform Terms and Conditions	8
1.91.	Unit Price Work.....	8
1.92.	Work	8
1.93.	Work Progress Schedule	8
2.0	Contract Interpretation.....	8
2.1	Arizona Law	8
2.2	Contract Order of Precedence.....	8
2.3	Implied Terms.....	9
2.4	References to Statute.....	9
2.5	Usage.....	9
2.6	Independent Contractor	9
2.7	Severability	9
2.8	Complete Integration.....	9
2.9	No Waiver of Rights	9
3.0	Contract Administration and Operation	10
3.1.	Term of Contract.....	10
3.2.	Contract Extensions.....	10
3.3.	Notices and Correspondence.....	10
3.4.	Contractor Performance Evaluation	10
3.5.	Signing of Contract Amendments.....	10
3.6.	Click-Through Terms and Conditions	10
3.7.	Books and Records.....	11
3.8.	Contractor Licenses and Registration.....	11
3.9.	Ownership of Intellectual Property	11
3.10.	Inspection and Testing	12
3.11.	Subcontractors and Subconsultants	13
3.12.	Non-Discrimination	13
3.13.	E-Verify Requirements	13
3.14.	Offshore Performance of Certain Work Prohibited	13
3.15.	Other Contractors.....	13
3.16.	Work on State Premises	14
3.17.	Advertising, Publishing and Promotion of Contract	14



4.0	Costs and Payments	14
4.1.	Additional Work	14
4.2.	Applicable Taxes	14
4.3.	Application for Payment, Contractor	15
4.4.	Application for Payment Certification by Contractor	16
4.5.	Automated Clearing House	16
4.6.	Availability of Funds	16
4.7.	Basis of Compensation; Contractor	16
4.8.	Contracted Labor Rate	17
4.9.	Contract Payment Retention	17
4.10.	Final Completion and Payment	17
4.11.	Delay	18
4.12.	Equipment Rental	18
4.13.	Invoicing Requirements	18
4.14.	Interest	19
4.15.	Payment	19
4.16.	Project Suspension by Agency	19
4.17.	Recovery of Overpayment	20
4.18.	Reimbursable Expenses	20
4.19.	Scrap or Surplus Material	20
4.20.	Standard Hourly Rate Basis for Work	20
4.21.	Stipulated Sum (Fixed Price/Lump Sum) Basis for Work	20
4.22.	Notification of Payments	20
5.0	Contract Changes	20
5.1.	Assignments and Delegation	20
5.2.	Contract Amendments	20
5.3.	Unauthorized Contract Amendments or Orders are Void	21
5.4.	Change Orders	21
5.5.	Field Order Directive	21
5.6.	Minor Changes in the Work	22
5.7.	Claims	22
6.0	Risk and Liability	22
6.1.	Risk of Loss	22
6.2.	Basic Indemnification	23
6.3.	Patent and Copyright Indemnification	23
6.4.	Force Majeure	23
6.5.	Performance in Public Health Emergency	24
6.6.	Safety Standards	24
6.7.	Third Party Antitrust Violations	24
7.0	Warranties	24
7.1	Liens	25
7.2	Guarantees and Warranties	25
7.3	Contractor Personnel	26
7.4	Intellectual Property	26
7.5	Compliance with Laws	27
7.6	100% Construction Documents	27
7.7	Contracted Work, Errors and Omissions	27
7.8	Licenses and Permits	28
7.9	Operational Continuity	28
7.10	Performance in Public Health Emergency	Error! Bookmark not defined.
7.11	Pandemic Contractual Performance	28
7.12	Lobbying	28
7.13	Survival of Warranties	28
7.14	Waiver of the Statute of Repose	28
8.0	State's Contractual Remedies	29
8.1	Agency's Right to Carry Out the Work	29
8.2	Consequential Damages	29
8.3	Nonconforming Tender	29
8.4	Non-exclusive Remedies	29
8.5	Right to Assurance	29
8.6	Right of Offset	29
8.7	Stop Work Order	29



9.0	Contract Termination	30
9.1	Agency Failure to Perform	30
9.2	Gratuities	30
9.3	Notice to Cure	30
9.4	Rights to Work Project	30
9.5	Suspension or Debarment	30
9.6	Termination for Conflict of Interest	30
9.7	Termination for Convenience	30
9.8	Termination for Default	31
9.9	Work Performance Continuation Required	31
10.0	Contract Claims	31
10.1	Claim Resolution	31
10.2	Mandatory Arbitration	31
11.0	Contractor Responsibilities	31
11.1	Acceptance of Work	31
11.2	Additional Work	32
11.3	Agency Reviews and Approvals During Design	32
11.4	Allowances	32
11.5	As-Built Drawings	32
11.6	Automatic Temperature Control Design	32
11.7	Background Check	32
11.8	Basic Work, Contractor Services	33
11.9	Bonds, Payment and Performance	33
11.10	Clean Up of Site	33
11.11	Compliance with Codes	33
11.12	Contractor Control of Site	33
11.13	Cooperation and Coordination	34
11.14	Schedule for Construction	34
11.15	Conformity of Work to Construction Documents Review	35
11.16	Construction Cost Control	35
11.17	Construction Safety	35
11.18	Construction Meetings	35
11.19	Correction of Defects and Non-Compliant Work	35
11.20	Corrective Action Required	37
11.21	Cutting and Patching	38
11.22	Design Development	38
11.23	Contractor Agreements, Communication	38
11.24	Design Schematics	38
11.25	Energy Efficiency	38
11.26	Examination of Site	38
11.27	Forced Substitutions	39
11.28	Hazardous Materials, Substances, or Waste	39
11.29	Inclement Weather Day	39
11.30	Inspection and Material Testing	40
11.31	Inspection of Work by Contractor	41
11.32	Issue Addenda	41
11.33	Key Personnel	42
11.34	Labor and Materials	42
11.35	Liquidated Damages	43
11.36	Life Cycle Cost Analysis	43
11.37	Management and Supervision of the Work, Contractor Service	43
11.38	Meeting Minutes	43
11.39	Observations	43
11.40	Outline Specifications	44
11.41	Pre-Bid Conference Site Visit	44
11.42	Preconstruction Conference	44
11.43	Program and Budget Review	44
11.44	Project Close Out	44
11.45	Proposed Change Order Review	44
11.46	Proprietary Specifications	44
11.47	Quality Assurance	44
11.48	Recalls	45
11.49	Recovery of Work Effort	45
11.50	Record Documents	45
11.51	Requirements at Location	45



11.52	Returns.....	46
11.53	Schedule of Values.....	46
11.54	Shop Drawings, Product Data and Samples	46
11.55	Special Inspections and Testing	47
11.56	Specification Submittal Requirements; Contractor.....	47
11.57	Statutory Review	47
11.58	Structural, Mechanical, Electrical, Calculations	47
11.59	Submittal Register	47
11.60	Substantial and Final Completion.....	47
11.61	Substitution of Material or Equipment.....	48
11.62	Supervision and Project Administration	48
11.63	Surplus of Materials Purchased.....	48
11.64	Survey Reference Points	49
11.65	Training	49
11.66	Transition	49
11.67	Unknown, Unforeseen, or Concealed Conditions	49
11.68	Use of Seals; Contractors.....	49
11.69	Work Performance; Contractor	49
11.70	Utilities	50
11.71	Utility Shut Down and Start-Up	50
12.0	..Agency Responsibilities	50
12.1	Access to Work Site	50
12.2	Accuracy of Information	50
12.3	Errors or Omissions	50
12.4	Site Information	50
12.5	Communications	50
12.6	Contractor Agreements, Related Construction	50
12.7	Promotional Materials	50
12.8	Substitutions of Material.....	51
12.9	Timely Review	51
13.0	..Data and Information Handling.....	51
13.1	Applicability	51
13.2	Data Protection and Confidentiality of Information.....	51
13.3	Personally Identifiable Information.....	51
13.4	Protected Health Information	52
14.0	..Information Technology Work	52
14.1	Applicability	52
14.2	Information Access	52
14.3	Pass-Through Indemnity.....	52
14.4	Redress of Infringement.	53
14.5	First Party Liability Limitation	53
14.6	Information Technology Warranty	54
14.7	Specific Remedies.....	54



Uniform Terms and General Conditions Design Build

1) DEFINITION OF TERMS

As used in the Contract, the terms listed below are defined as follows:

1.1. Acceptance	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State Contract number once Procurement Officer has signed it to signify (a) the Agency's formal acceptance and (b) the formation of the Contract.
1.2. Additional Work	"Additional Work" means the addition of any Work, not described as Basic Work, to be provided to the Agency by the Contractor that is contemplated by, but not specifically described in, an Exhibit to this Contract. Compensation for Additional Work must be approved through a Change Order or Contract Amendment.
1.3. Agency	"Agency" is used with the same meaning as "State" in definition below.
1.4. Agency Designated Representative	"Agency Designated Representative" means the assigned representative of the Agency to monitor the progress and Schedule of the Work for the Project.
1.5. Allowance	"Allowance" means construction funds established by the Agency to compensate for a portion of the Work which cannot sufficiently be specified or determined before such Costs are incurred. The Contractor shall place any and all Allowances within separate line items in the Contractor's Contract Cost at time of offer submission.
1.6. Application for Progress Payment	"Application for Progress Payment" means Contractor and/or Contractor's monthly invoice request for payment that includes any and all portions of the Work in a Contract that have been completed and accepted by the Agency for which an invoice has not been previously submitted in accordance with the requirements of the Contract Documents. Progress Payments for Contractor Work approved and certified by the Contractor and Agency signature, shall be paid less deductions to pay the expenses the Agency reasonably expects to incur in correcting a deficiency set for in an Agency written finding in accordance with A.R.S. §41-2577, and retained percentage in accordance with A.R.S. §41-2576.
1.7. Application for Final Payment	"Application for Final Payment" means Contractor's final invoice for payment. The Application for Final Payment shall meet all the requirements of Applications for Payment, but shall also include any and all remaining open invoices under the Contract. After a Contractor's Application for Final Payment is approved by the Agency, the Agency shall not release any additional payments to that Contractor under the Contract.
1.8. Arizona Procurement Code; A.R.S., A.A.C.	"Arizona Procurement Code" means, collectively, Arizona Revised Statutes ("A.R.S.") Title 41 Chapter 23, Section 2501, <i>et seq.</i> , and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, <i>et seq.</i> NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining copies are given below. The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/arstitle/ The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code
1.9. Arizona TPT	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx .
1.10. As-builts	"As-builts" shall mean the marked-up version of the Drawings and Specifications Contract Documents prepared by the Contractor to record As-built conditions, current changes, and selections made during construction.
1.11. Attachment	"Attachment" means any item that the Offeror is required to submit as part of the provision of services required to design or engineer or construct the Project, as detailed in Exhibit A.
1.12. Basic Work	"Basic Work" means the services to be provided to the Agency by the Contractor described in an Exhibit.



3/12/20 Rev1

1.13. Bidding Documents	"Bidding Documents" means those documents prepared and furnished by the Agency for the purpose of obtaining bids from Contractors to construct the Work.
1.14. Building Work	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "Construction" (4), "Maintenance Services" (26), and "Operations Services" (28).
1.15. Change Order	"Change Order" means the instrument by which the State authorizes Contractor to perform some or all of the Work, including but not limited, Construction Change Orders, Design Change Notices, and Field Order Directives. Consistent with A.R.S. § 41-2503(3), only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract through a signed Change Order or Contract Amendment. The Agency will only compensate Contractor for Work that has been approved by the Agency through a fully authorized Change Order or Contract Amendment.
1.16. Change Order Request	"Change Order Request" means a document that informs Agency of a proposed change in the Work and appropriately describes or otherwise documents such change including Construction Contractor(s)'s response of pricing for the requested change.
1.17. Close Out Documents	"Close Out Documents" means those items required by Exhibit M-Contractor Project Closeout, and as may be further defined, identified, and required by the Contract Documents.
1.18. Conditional Waiver of Lien	"Conditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008 which, for convenience of reference only is a: Conditional Waiver and release on <i>Progress Payment</i> "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release"; and Conditional Waiver and release on <i>Final Payment</i> is "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a final payment and the claimant is not paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release".
1.19. Construction	"Construction" as defined in A.R.S. § 41-2503(4) means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property in which the public has an interest.
1.20. Contractor	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with the Agency. For the purpose of this Contract, "Contractor" refers to any Person who has entered into a Contract with the Agency to coordinate and supervises a "Design-build" project as defined in A.R.S. § 41-2503(13).
1.21. Construction Documents	"Construction Documents" means any and all documents created by the Contractors that describe the Work in detail, including but not limited to, plans, specifications, revisions, addenda, and Change Orders, issued to build the project. Construction Documents created after the Contract is signed may be integrated into the Contract if, and only if, there is a properly executed Contract Amendment or Construction Change Order by an authorized agent of the State to verify that integration.
1.22. Contingency	"Contingency" means an amount associated with Costs that were unforeseen by the Contractor when it submitted its offer which may be authorized by the Agency through a Change Order. Contractor may not proceed with Work on Contingencies without prior authorization from the Agency through a Field Order Directive or Change Order. The Agency will not compensate Contractor for unauthorized Contingency Work.
1.23. Contract	"Contract" means, collectively, the entire agreement between Agency and Contractor, including all of the Contract Documents, the Acceptance, the Solicitation Documents, the Accepted Offer, the Design-Build Contractor Agreement, any and all authorized Change Orders, and any Contract Amendments.



	The Contract is identified as a "Purchase Order" in APP, since that is the terminology used in the software. The terms of this Contract are defined in this document alone. The use of different terminology, or the same terminology with a different meaning, in any State eProcurement system (including, but not limited to, APP) does not override any term in this Contract. The Contractor should contact the relevant Procurement Officer if it has any questions regarding the meaning of terms in the State's eProcurement System.
1.24. Contract Amendment	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution without changing the general scope. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. The term "Change Order" in APP is synonymous with "Contract Amendment.
1.25. Contract Cost	"Contract Cost" means the amount for which a Contractor agrees to perform the Work as set forth in its Contract with the Agency.
1.26. Contract Terms and Conditions	"Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.
1.27. Contractor Indemnitor	"Contractor Indemnitor" means Contractor and/or any of its owners, officers, directors, agents, employees, or Subcontractors and, if applicable, their respective spouses.
1.28. Cost	1) "Cost" as defined by A.R.S. § 41-2571(2), means the aggregate Cost of all Materials and services, including labor performed by force account. The Agency shall only pay for expenses explicitly authorized as part of the Work under the Contract. 2) For any changes, subject to Markup, in the Work or additional charges sought by Construction Contractor under the contract, "Cost" shall only mean actual direct labor, material, and service Costs incurred by Construction Contractor at the construction site and which are necessary to complete the Work. Such Costs shall include those from subcontractors, vendors, and material suppliers. 3) Costs, for the purpose of this section, shall exclude markup for, including but not limited to, Costs incurred for general conditions, bonds, insurance, contingency, overhead or profit.
1.29. Day	"Day" means a calendar day unless otherwise specified in a particular context.
1.30. Design Build	"Design-build" is defined in A.R.S. § 41-2503(13) (a). "Design-build" means a project delivery method in which: (a) There is a single contract for design services and construction services, except that instead of a single contract for design services and construction services, the purchasing agency may elect separate contracts for preconstruction services and design services during the design phase, for construction and design services during the construction phase and for any other construction services.
1.31. Design Change Notice	"Design Change Notice" refers to an agreement that records a change to the time for Work completion, price, and/or change in design after the initial completion of the design was reviewed and approved by the Statutory Review. The purpose of the Design Change Notice is to ensure the changes are re-reviewed and approved by the Statutory Review, Procurement Officer, and the Contract Documents are revised and consistent with the Design Requirements under the Contract.
1.32. Design Professional	"Design Professional" means the individual or firm with which the Agency has entered into a written Design Professional Services Contract.
1.33. Design Professional Services	"Design Professional Services" as defined in A.R.S. § 41-2571(4), means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a Design Professional or employees or Subconsultants of the Design Professional.
1.34. Design Professional Service Contract	"Design Professional Service Contract," as defined in A.R.S. § 41-2571(3), means a written agreement relating to the planning, design, construction administration, study, evaluation, consulting, inspection, surveying, mapping, Material sampling, testing or other professional, scientific or technical services furnished in connection with any actual or proposed study, planning, survey, environmental remediation, construction, improvement, alteration, repair, maintenance, relocation, moving, demolition or excavation of a structure, street or roadway, appurtenance, facility or development or other improvement to land.
1.35. Design Requirements	"Design Requirements" means, at a minimum, the purchasing Agency's written description of the Work by the Contractor including: the required features, functions,



	characteristics, qualities and properties; the anticipated Schedule, including start, duration and completion; and the estimated budgets applicable to the specific procurement for design and construction and, if applicable, for operation and maintenance, and plans and specifications for the project. “Design Requirements” may also include the following, at the purchasing Agency’s discretion: Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a Contractor who is registered pursuant to A.R.S. § 32-121; and/or Additional design information or documents.
1.36. Drawings	“Drawing” means the Work product of the Design Professional which graphically depicts the Work.
1.37. Estimated Project Construction Cost	“Estimated Project Construction Cost” shall mean Contractor’s written estimate in the form specified by the Agency of the total Construction Cost of the Project at the various stages of the design process.
1.38. Excusable Delay	“Excusable Delay” means a delay to the Schedule approved through a Change Order that entitles the Contractor to an adjustment of the Contract time for Substantial Completion, but not an adjustment of the Contract Cost.
1.39. Exhibit	“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Contract Documents.
1.40. Field Order Directive	“Field Order Directive” refers to written instructions used in advance of a Construction Change Order, as more specifically prescribed in these Uniform Terms and General Conditions.
1.41. Final Completion	“Final Completion” means the date upon which the Work is complete in accordance with the terms and conditions of the Contract, including punch list items. The date of Final Completion shall be set by the Agency as a certain number of days after Substantial Completion. Any additional or supplemental Work after this date due to Construction Contractor error or omission shall be completed by the Construction Contractor without additional compensation.
1.42. Final Completion Certificate	The “Final Completion Certificate-Exhibit L” is the certificate issued by the Design Professional and/or the Agency Designated Representative that documents, to the best of the Design Professional’s and/or the Agency Designated Representative’s knowledge and understanding, that Construction Contractor has completed all Work required by the Contract Documents, including, but not limited to: all of the Punch List items and pre-final Punch List items for which it is responsible; final cleanup; and Construction Contractor’s provision of Record Documents, operations manuals, maintenance manuals, and any and all other Close Out Documents required by the Contract Documents and list on Exhibit M-Contractor Project Closeout.
1.43. Final Payment	“Final Payment” means the last and final monetary compensation the Agency will make to Contractor for any portion of the Project including any and all Work that has been completed and accepted for which payment has not been made, amounts to compensate for adjustments to the final Contract Sum resulting from approved Change Orders and release of Contractor’s retainage if any.
1.44. General Conditions of Contractor	“General Conditions of Contractor” means the Construction Contractor’s resources, equipment, and items used by the Construction Contractor in the Work of the Project that is used to complete the Project. The General Conditions Fee will be based on actual itemized, documented Cost.
1.45. Gratuity	“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.46. Hazardous Waste; Release	“Release” means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event. “Construction Contractor Hazardous Waste Release” means any Release of a Hazardous Substance on Agency’s property or adjoining property during the Work arising, in whole or in part, from acts or omissions of Construction Contractor or any Subcontractor.
1.47. Hazardous Substance	“Hazardous Substance” means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.



1.48. 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, <i>et seq.</i>) 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 or 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 Work that is generated, in whole or in part, by the acts or omissions of Contractor or a Subcontractor.
1.49. Indemnified Basic Claims	“Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court Costs, expert fees, attorneys’ fees, and Costs of claim processing, investigation and litigation, for any and all damage or equitable claims made against the Agency, including, but not limited to, personal injuries, death, property damages (real, personal, tangible or intangible), and injunctive relief. See paragraph 6.2.
1.50. Instructions to Offerors	“Instructions to Offerors” are those instructions in the Solicitation Documents.
1.51. Look Ahead Schedule	“Look Ahead Schedule” means a Schedule based on the updated Work Progress Schedule which shows the current portion of the Schedule. The current portion of the Schedule should reflect at minimum three (3) weeks before and beyond the date the Schedule is presented.
1.52. Materials	“Materials” means, as defined in A.R.S. § 41-2503(7) “all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space.” Materials includes software, unless the software is sold or provided as a service under the Contract. Software sold or provided as a service under the Contract is both a Material (to the extent it consists of encoded information or computer instructions) and a service, as described in “Services”
1.53. Negotiation	“Negotiation” means, as defined in A.A.C. R2-7-101(32), an exchange or series of exchanges between the Agency and an offeror or Contractor that allows the Agency or the offeror or Contractor to revise an offer or Contract, unless revision is specifically prohibited by the Arizona Procurement Code.
1.54. Notice to Cure	“Notice to Cure” means a written letter to cure an event of default and/or an anticipatory breach of Contract setting forth a time limit in which the cure is to be completed or commenced and diligently prosecuted.
1.55. Notice to Proceed	“Notice to Proceed” means the written document from the Project Manager, by letter or email, informing Design Professional and/or Construction Contractor of the date designated as the date of commencement of construction and the date of Substantial Completion.
1.56. Offer; Best and Final Offer (BAFO)	“Offer,” and “Best and Final Offer” (“BAFO”) are each defined in the <u>Instructions to Offerors</u>.
1.57. Payment Bond	“Payment Bond” means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, solely for the protection and use of Payment Bond beneficiaries. (Exhibit N)
1.58. Performance Bond	“Performance Bond” means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, to guarantee the faithful performance of the Work by the Contractor in accordance with the Contract Documents. (Exhibit O)
1.59. Person	“Person” means any corporation, business, individual, firm, partnership, association, union, committee, club, or other organization or group of individuals.
1.60. Preconstruction Services	“Preconstruction Services” means services and other activities during the Design Phase.
1.61. Procurement Officer	“Procurement Officer” means the person, or his or her designee, who has been duly authorized by Agency to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.62. eProcurement System (APP)	“eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201, as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, APP – The Official State eProcurement System. NOTE (1): Technical Bulletin No. 020 is available online at:



	https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for APP itself is: https://appstate.az.gov/
1.63. Product Data	“Product Data” means illustrations, standard Schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate Materials or equipment for some portion of the Work.
1.64. Project	“Project” means any and all activities necessary for realization of the Work. This includes but is not limited to design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
1.65. Punch List	“Punch List” means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch Lists indicate items to be finished, remaining Work to be performed, or minor Work that does not meet quality or quantity requirements as required in the Contract Documents.
1.66. Record Documents	The term “Record Documents” shall mean those documents including, but not limited to, the updated version of the Construction Documents prepared by the Contractor incorporating any Attachments, Exhibits, Change Orders, and information from the As-Built and other data furnished by Contractors to the Agency.
1.67. Request for Information	“Request for Information” (RFI) means a written request by Contractor directed to the Agency or Agency Designated Representative for a clarification of the information provided in the Contract Documents or direction concerning information necessary to perform the Work that may be omitted or unclear from the Contract Documents.
1.68. Reimbursable Expenses	“Reimbursable Expenses” means a limited range of direct, actual Costs approved by the Agency for which the Contractor can receive compensation under the Contract for amounts expended in the interest of the Project. Unless otherwise detailed in the Scope of Work or limited by other State policies, and subject to review and approval by the Agency, the following, and only the following, are the categories of Costs which may be Reimbursable Expenses: Subject to the Cost limitation of the State of Arizona Travel Policy, transportation Costs accrued in furtherance of Work and under the Contract and Agency authorized out-of-town travel and subsistence; Fees paid to governmental entities that ensure State compliance with any applicable laws or codes; Costs paid toward reproduction, plots, standard form documents, postal charges; If requested and approved by the Agency, Costs paid for surveys, requests and special requests. Contractor shall not exceed the approved Reimbursable Expense amount stated in the Contract without prior written approval of the Agency through a Contract Amendment.
1.69. Samples	“Samples” mean representative physical examples of Materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
1.70. Schedule	“Schedule” means the timetable which sets forth pertinent milestones, reviews, critical path of activities and other deadlines for timely completion of the Work for the Project prepared by Contractor and accepted by Agency. The Schedule shall not exceed the time limit current under the Contract Documents unless approved by Agency through a Contract Amendment.
1.71. Schedule of Values	“Schedule of Values” means the detailed breakdown of the original Contract Cost for the Materials, labor, and equipment necessary to accomplish the Design and/or Construction Work.
1.72. Scope of Work	“Scope of Work” means the Requirements Document of the Solicitation Documents. Scope of Work is inclusive of the Project program for design Work and the Construction Documents for performance of the construction Work.
1.73. Secure Locations	“Secure Locations” means those buildings and grounds (Sites) that require specific security-related criteria where access to the Work Site or the Site’s daily operations negatively affects the Contractor’s productivity on a daily basis.
1.74. Services	“Services” as defined in A.R.S. § 41-2503(35), means “the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not



	include employment agreements or collective bargaining agreements.” Services includes Building Work and the service aspects of software described in Materials.
1.75. Shop Drawings	“Shop Drawings” mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its Subcontractors which detail a portion of the Work.
1.76. Site	“Site” means the geographical location of the Work for the Project.
1.77. Solicitation; Solicitation Documents	“Solicitation” and “Solicitation Documents” are defined in the <u>Uniform Instructions to Offerors</u> .
1.78. Special Terms and Conditions	“Special Terms and Conditions” are contained in the Special Terms and Conditions section of the Solicitation Documents.
1.79. Specification	“Specification” has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is “... any description of the physical or functional characteristics, or of the nature of a Material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a Material, service or construction item for delivery.” Specifications (if any are included in the Contract), are indexed in the <u>Scope of Work</u> and could be bound separately from the other documents forming the Contract.
1.80. State	With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each eligible Agency who has issued the Order.
1.81. State Indemnitees	“State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.82. State Fiscal Year	“State Fiscal Year” means the period beginning each July 1 and ending each June 30.
1.83. Stipulated Sum (Fixed Price/Lump Sum)	“Stipulated Sum (Fixed Price/Lump Sum)” means the complete and total amount the Construction Contractor is obligated to complete the Work barring unforeseen conditions, Agency change to the Scope of Work, or other circumstances set forth in the Contract.
1.84. Subconsultant	“Subconsultant” as defined in A.R.S. § 41-2571, means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct Contract with Contractor or another Subconsultant to perform a portion of the Work.
1.85. Subcontract	“Subcontract” means any Contract, express or implied, between Contractor and another party or between a Subcontractor and/or Subconsultant and another party delegating, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
1.86. Subcontractor	“Subcontractor” as defined in A.R.S. § 41-2503(38), is “... a person who contracts to perform Work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a Contract with a state governmental unit . . .” The Contract is to be construed as “a Contract with a state governmental unit” for purposes of the definition. Any Person carrying out an element of the Work who is neither a Contractor nor a representative of the State is a Subcontractor from the moment that Person first carries out that element of the Work, regardless of whether a Contract exists between that Person and the Contractor, then or subsequently.
1.87. Submittal Register	“Submittal Register” means a list provided by Contractor of all items to be furnished for review and approval by Contractor and/or Agency and as identified in the Contract Documents including submittal dates.
1.88. Substantial Completion	Substantial Completion” means the date determined and certified by the Design Professional's and/or Agency Designated Representative's signature, when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational, fit for the use intended, and so the Agency may occupy the Work.
1.89. Unconditional Waiver of Lien	“Unconditional Waiver of Lien” has the meaning defined in A.R.S. §33-1008. An Unconditional Waiver of Lien on Progress Payment is “where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a Progress Payment and the claimant asserts in the waiver that it has been paid the Progress Payment”. Unconditional Waiver of Lien on Final Payment is “where the



	claimant is required to execute a waiver and release in exchange for or in order to induce payment of a Final Payment and the claimant asserts in the waiver that it has been paid the Final Payment”.
1.90. Uniform Terms and Conditions	The “Uniform Terms and Conditions” are made up of this document and whichever of the <u>Appendices</u> are indicated in the <u>Special Terms and Conditions</u> as being applicable.
1.91. Unit Price Work	“Unit Price Work” means the Work, or a portion of the Work, paid for based on incremental units of measurement.
1.92. Work	“Work” means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor(s)’s obligations and duties under the Contract in conformance with the Contract and applicable laws. “Work” shall refer to any and all authorized Basic and/or Additional Work.
1.93. Work Progress Schedule	“Work Progress Schedule” means the continually updated time Schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Schedule.

2.0 Contract Interpretation

2.1 Arizona Law	The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles
2.2 Contract Order of Precedence	1) COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united contract. If certain Work, requirements, obligations, or duties are set out only in one but not in another, Construction Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results. 2) CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity, then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails; information being identified in one document but not in another is not to be considered a conflict or inconsistency: a) Change Orders, in reverse chronological order; b) Solicitation Documents, in this order: i) Special Terms and Conditions; ii) Exhibits to the Special Terms and Conditions; iii) Federal Terms and Conditions (for any Projects with federal funding) iv) Uniform Terms and Conditions; v) Scope of Work; vi) Exhibits to the Scope of Work; and vii) Any other documents referenced or included in the Solicitation; c) Accepted Offer d) Any Contract created as a result of an IGA and Project Proposal including Task Orders, Attachments, Exhibits, and Schedules created as part of, or under any Contract; e) Design Requirements; i) Specifications ii) Drawings (given dimensions take precedence over scaled measurements); f) Notice to Proceed; and g) Schedule



3/12/20 Rev1

2.3 Implied Terms	Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
2.4 References to Statute	The above Definitions of Terms includes statutory language for convenience. If any definition in the Contract references a statute without modification, the current statutory language, not the stated definition in the Contract, will take priority in any interpretation of the Contract.
2.5 Usage	1) Where the Contract: Assigns obligations to the Contractor, any reference to “Contractor” is to be construed to be a reference to “Contractor” and all Subconsultants and/or Subcontractors whether or not they are first-tier, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subconsultants and/or Subcontractors respective agents, representatives, and employees” in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subconsultants and/or Subcontractors; Uses the permissive “may” with respect to a party’s actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to Agency using “State may” or a like construction, denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that the Agency’s discretion extends to whatever is in the best interest of the State; Uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition; Uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes” in every instance; Uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and Uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.
2.6 Independent Contractor	Contractor is an independent Contractor and shall act in an independent capacity in performance under the Contract. Neither party is, or is to be construed to be, the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
2.7 Severability	Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.
2.8 Complete Integration	The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Change Orders, is intended by the parties to be a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the Agency to changes to the Contract. The Agency may avoid any unauthorized modifications to the Contract.
2.9 No Waiver of Rights	Either party’s failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.



3.0 Contract Administration and Operation

3.1. Term of Contract	The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the Contract will remain in force for that period required for Final Completion of the Work for the Project, including required extensions thereto, unless discontinued by any of the several provisions contained elsewhere in the Contract. Agency has no obligation to extend or renew the Contract past the initial term.
3.2. Contract Extensions	Agency may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then a reasonable period of time, but no more than an aggregate of 5 (five) years. Nothing herein shall negate Contractor's obligation to continuously perform the Work with adequate manpower and due diligence.
3.3. Notices and Correspondence	TO CONSTRUCTION CONTRACTOR. Unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency shall: a) Address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding APP Vendor Profile; and b) Address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated in the Construction Documents. TO AGENCY. Unless stated otherwise in the Special Terms and General Conditions, Contractor shall: Address all Contract correspondence and formal notices to the Agency Procurement Officer indicated in Exhibit A "Agreement." c) CHANGES. Agency may change the designated Procurement Officer, update contact information, or change the applicable mailing address. Notice is deemed served when emailed or mailed.
3.4. Contractor Performance Evaluation	The Agency may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of Work for the Project, completion of the Work, or any of the foregoing. The State shall retain the evaluation(s) in the procurement file. The State will use the evaluation(s) in determining the responsibility of the Contractor for any award of a future contract for the next five (5) years. If the Contractor or any of the Contractor's Subconsultants and/or Subcontractors commit a breach of the contract for the project, the State will use the responsibility analysis for future projects for five (5) years after the date of breach of the Contractor's Subconsultants and/or Subcontractors (where applicable) for future contract awards with the State or Subcontracts on State Projects. Contractor may comment or take exception to any rating in accordance with the State's protest policies.
3.5. Signing of Contract Amendments	1) Contractor's counter-signature – or "approval" in APP, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either: a) Extension of the term of the Contract within the maximum aggregate term; b) Revision to Procurement Officer appointment or contact information; or c) Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other Material aspect of the Contract. 2) In every case other than those listed in a), b), and c) above, the signatures of all required parties – or "approval" in APP, in the case of a Change Order – is necessary to give it effect. 3) If the initial scope of the Project is changed materially by the Agency, the Contractor's compensation will be equitably adjusted through negotiation upon execution of a Contract Amendment.
3.6. Click-Through Terms and Conditions	Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering



	System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized Agency user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Agency user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.
3.7. Books and Records	1) RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating for any Cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute. 2) RIGHT TO AUDIT. The retained books and records are subject to audit by Agency during that period. By A.R.S. § 35-214 and 41-2548(B), Contractor shall retain and shall contractually require each Subconsultant and/or Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by Agency during that period. 3) AUDITING. Contractor or Subconsultant and/or Subcontractor shall either make all such books and records under subparagraphs 2) and 3) available to Agency at all reasonable times or produce the records at a designated Agency office on Agency's demand, the choice of which being at Agency's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any Person who obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the State may be found guilty of a class 5 felony under A.R.S. § 35-215.
3.8. Contractor Licenses and Registration	Contractor and all Subcontractors, Subconsultants, Persons, firms and/or entities in the service of Contractor shall maintain current licenses, registrations, including but not limited to registration under the Arizona Board of Technical Registration, and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.
3.9. Ownership of Intellectual Property	1) PRE-EXISTING MATERIAL. All pre-existing software and other Materials developed or otherwise obtained by or for Construction Contractor or its affiliates independently of the Contract are not part of the Work instruments of service to which rights are granted state under subparagraph 2) below, and will remain the exclusive property of Construction Contractor, provided that: a) any derivative Works of such pre-existing Material or elements thereof that are created pursuant to the Contract are part of the Work instruments set forth below; b) any elements of derivative Work of such pre-existing Material that was not created pursuant to the Contract are not part of that Work instrument; and c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Construction Contractor's or its affiliates' ownership of such pre-existing Materials. 2) JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party. 3) DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the <u>Special Terms and Conditions</u>, the Contract does not preclude Construction Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to Agency hereunder. 4) OWNERSHIP AND USE OF DOCUMENTS. The Construction Contractor agrees all Project information, including but not limited to, notes, plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, prototypes and AutoCAD design backgrounds, or other Work instruments produced by the Construction Contractor under this Contract necessary to



	complete the Work, are the property of the Agency. The Construction Contractor agrees to continue to supply the Project AutoCAD design backgrounds to the Agency for other projects outside the scope of this Contract, as requested by the Agency. The Construction Contractor shall also provide the Agency high quality copies on Agency-approved media of updated drawings and reproducible copies of specifications as specified. The cost of such copies will be reimbursed by the Agency to the Construction Contractor as a Reimbursable Expense. The Construction Contractor may not provide copies of or otherwise use the Work instruments in any format for the Project without the express prior written approval of the Agency. 5) The Construction Contractor agrees that items such as plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, or other Work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the Agency, is/are subject to the rights of the Agency in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Construction Contractor shall not copyright or otherwise claim Ownership of the Work instruments of service for the Project. The Construction Contractor shall include in its Subconsultants and/or Subcontractors Contracts appropriate provisions to achieve the purpose of this section. 6) Construction Contractor shall give Agency full ownership of, including any and all necessary permissions to use, every aspect of the Work, unless explicitly excluded by law or contract, including the ability to create new structures based on the design Specifications and Drawings. 7) In the event of any dispute with the Construction Contractor regarding any breach or default of this Contract, the Agency shall have the right to possess and use any and all plans, Specifications, Drawings, documentation, reproductions, Design Requirements, and any other Materials necessary to complete the project. 8) Notwithstanding anything to the contrary, Agency, at all times, shall have unlimited rights to copy and use in connection with the Project any and all Design Requirements and/or Materials prepared by Construction Contractor for the Project at no additional Cost to Agency, regardless of degree of completion. Construction Contractor also grants to Agency a royalty free license to all such any and all Design Requirements and/or Materials to which Construction Contractor may assert any rights under patent or copyright laws. a) Construction Contractor hereby assigns outright and exclusively to Agency all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project. b) Construction Contractor, as part of its agreements with any Subcontractors and/or Subconsultants, will secure such license and use rights from each such entity to all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project, and shall defend, indemnify and hold Agency harmless from any claims by such entities for copyright or patent infringement.
3.10. Inspection and Testing	By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractor's or Subconsultant's plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors or Subconsultants) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own Cost, any finished goods, Work-in-progress, components, or unfinished Materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all Costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, Work, components, or unfinished materials will of itself constitute acceptance by State of those things. State inspection of, or failure to detect an issue, error, or omission at, the place of business or plant of a Contractor, Subcontractor, or Subconsultant does not, in any way, excuse that Contractor, Subcontractor, or Subconsultant from any obligation under this Contract.



3.11. Subcontractors and Subconsultants	1) INITIAL LIST. Prior to Contract execution, Construction Contractor's candidate Subcontractors and/or Subconsultants were identified their Offer if required. 2) ADDITIONAL NAMES. Construction Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor or Subconsultant that (a) was not listed at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Construction Contractor shall submit a written request sufficiently in advance of the need date for those Materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. 3) FLOW-DOWN. Construction Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontractor and/or Subconsultant agreement by inclusion or by reference. Subconsultants and/or Subcontractors shall incorporate the provisions, terms, and conditions of the Contract into their Subcontracts. When making any post-execution consent requests, Construction Contractor shall include its warrant that it will do the same for the pending Subcontractor and/or Subconsultant covered by the request. Entering into Subcontract and/or Subconsultant agreement will not relieve Construction Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the Work of Subconsultants and/or Subcontractors. Nothing contained in any Subcontract and/or Subconsultant agreement will create or is to be construed as creating any contractual relationship between Agency and the Subconsultants and/or Subcontractors.
3.12. Non-Discrimination	Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
3.13. E-Verify Requirements	As required by A.R.S. § 41-4401, Contractor and each Subconsultants and/or Subcontractors warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subconsultants and/or Subcontractors acknowledge that under A.R.S. § 41-4401, Agency retains the legal right to inspect the papers of any Contractor or Subconsultants and/or Subcontractors employee who Works under the Contract to ensure that Contractor or Subconsultants and/or Subcontractors employee is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a Material breach of the Contract that is subject to penalties up to and including termination of the Contract.
3.14. Offshore Performance of Certain Work Prohibited	Contractor shall only perform those portions of the Work that directly serve the Agency or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to Work performed by Subconsultants and/or Subcontractors at all tiers.
3.15. Other Contractors	1) Agency may undertake with its own forces or award other Contracts to the same or other vendors for additional or related Work. 2) In such cases, Contractor shall cooperate fully with Agency's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its Work to the related Work by others. 3) Where the Contract requires handing-off Contractor's Work to others, Contractor shall cooperate as Agency instructs regarding the necessary transfer of its Work product, services, or records to Agency or the other vendors. 4) Contractor shall not commit or permit any act that interferes with the Agency's or other vendors' performance of their Work, provided that, Agency shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them. 5) Agency shall be reimbursed by Contractor for Costs incurred by Agency because of delays, improperly timed activities, or defective construction by Contractor.



	Agency will equitably adjust the Contract by Change Order for Costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by an Agency separate Contractor. 6) Should the Work be interrupted or hindered by the Agency or Contractor, the Contractor shall be entitled to an extension of time pursuant to the paragraph "Change Orders" in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
3.16. Work on State Premises	1) COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance even if those particular requirements are not expressly stated in the Contract. 2) PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under the Contract.
3.17. Advertising, Publishing and Promotion of Contract	Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.
4.0 Costs and Payments	
4.1. Additional Work	1) Compensation for Additional Work will be in accordance with basis for compensation established in the Contract. 2) Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount ("Standard Hourly Rate") fee basis in Contract or as a Stipulated Sum fee basis, as amended to the Contract, through Contract Amendment or Change Order, by the Procurement Officer. 3) Before Additional Work may be performed or additional Costs incurred beyond the specified approved Contract for the Project, both the Agency and Construction Contractor must execute a written Contract Amendment or Change Order. 4) The Agency is not responsible for actions of the Construction Contractor or its Subconsultants and/or Subcontractors for any Costs incurred by the Construction Contractor or its Subconsultants and/or Subcontractors relating to Additional Work prior to the execution of a Contract Amendment or Change Order. 5) Any Additional Work must be performed within the time period established in the Contract Amendment or Change Order for the Project. 6) The Agency shall only approve of requests for Additional Work due to: - need for additional design; - acts or omissions of the Agency; - significant changes to the Project; or - need to provide services due to the default of another Contractor.
4.2. Applicable Taxes	1) CONTRACTOR TO PAY ALL TAXES. Agency is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractors' responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the <u>Commercial Document</u>, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political



	subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel. 2) TAX INDEMNITY. Contractor shall hold Agency harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related Costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
4.3. Application for Payment, Contractor	1) The Construction Contractor shall submit to the Agency an itemized Application for Payment completed and accepted in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Construction Contractor's right to payment as the Agency requires below, and reflecting retainage, if applicable. 2) The Application for Payment (Exhibit H) shall: - be an accurate reflection of the progress of the Work; - contain line items based on the Schedule of Values; - bear the notarized signature of Construction Contractor; - bear the signature of the Design Professional if contracted to perform Construction Phase Services; - only be paid after approval by the Agency Designated Representative; and - not include Subcontracted items or any other items for which Construction Contractor does not intend to pay. 3) Unless otherwise stated in the Special Terms and Conditions, the Construction Contractor is required to include the following, at a minimum: - Construction Contractor Name and Address; - Subcontractor's Name, Remit to Address and Contact Information, and - All backup documentation to Application for Payment, detailed prior to showing subtotals for each item for Construction Contractor and Subcontractor (e.g., labor detail, Materials, and tax listed in separate line items). 4) Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized and executed by the Agency in Change Orders. 5) Applications for Payment may not include requests for payment of amounts the Construction Contractor does not intend to pay to a Subcontractor or Material supplier because of a dispute or other reason. 6) Applications for payment shall be made on account of Materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. - If approved in advance by the Agency, payment may similarly be made for Materials and equipment suitably stored off the Site at a location agreed upon in writing in accordance with Arizona General Accounting Office policies. - Payment for Materials and equipment stored on or off the Site shall be conditioned upon compliance by the Construction Contractor with procedures to establish the Agency's title to such Materials and equipment or otherwise protect the Agency's interest, and shall include applicable insurance, storage and transportation to the Site for such Materials and equipment stored off the Site. 7) The Construction Contractor further warrants that upon submittal of any Progress Application for Payment all Work for which Applications for Payment have been previously issued and payments received from the Agency shall, to the best of the Construction Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Contractor, Subcontractors, Material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials, and equipment relating to the Work by also submitting a Conditional Waiver of Lien form with the Application for Payment. 8) At the time of submittal for payment of retainage, if requested by the Construction Contractor prior to the Final Application for Payment, and at Final Application for Payment, Construction Contractor shall provide the Agency with all items contained in Contractor Project Closeout-Exhibit M. 9) Agency shall not accept improper or incorrect Application for Payment until corrections have been made.



	10) A Progress Payment shall not be made to Construction Contractor until the Application for Payment has been certified. 11) Final Payment shall not be made to Construction Contractor until a Final Completion Certificate has been issued.
4.4. Application for Payment Certification by Contractor	The Contractor will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Contractor's inspections, observations and evaluations of the Contractor's Applications for Payment for the Work accepted and in conformance to the Contract.
4.5. Automated Clearing House	Agency may pay invoices through an Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/afis/vendor-information
4.6. Availability of Funds	By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
4.7. Basis of Compensation; Contractor	1) The Agency will compensate the Contractor monthly upon the Agency acceptance and approval of the application for Progress Payment for the Scope of Services described in the approved Contract, as it may be subsequently amended, upon receipt of an accurate monthly billing statement providing evidence of expenses. 2) No advance payment will be made to the Contractor prior to rendering services. 3) Payments for Basic Work will be made monthly in proportion to services performed within each phase of services as reasonably determined by Agency. Agency shall have the right to review and inspect any and all records including, but not limited to, time sheets and Work product of Contractor, in order to determine whether the amount requested is accurate. Payment applications will be reviewed by the Agency to ensure the following information is included and correct or Agency will not approve the payment: a) Figures on the payment application shall be accurately calculated; b) Labor rates, Reimbursable Expenses, fixed fee, Subconsultant rates, overhead and fringe benefits listed on the payment application shall be consistent with the terms of the Contract; c) Charges included on the payment application shall be for Work included in the Contract or an amendment to the Contract, and shall be tied directly to the tasks outlined in the Contract; d) Contractor principals shall bill at staff rates when acting as staff. Principals may only bill at the hourly rate of Principals when acting in that capacity. e) The Contractor shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation; f) Subconsultants and/or Subcontractors is an approved Subconsultants and/or Subcontractors in the Contract or a Contract Amendment and any Subconsultants and/or Subcontractors approved for a specific discipline is being paid when Work in that discipline is performed; g) Reimbursable Expenses claimed are permitted under the terms of the Contract and supporting documentation is provided with the invoice; and h) If invoice has item(s) in dispute, Contractor may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. 4) Contractor shall not be entitled to receive payment until they have provided Agency with conditional and/or unconditional lien waivers, including waivers from Subconsultants and/or Subcontractors, along with a detailed description of Services and such other documents showing compliance with the terms of the



	Contract as Agency may reasonably require in connection with requests for payment.
4.8. Contracted Labor Rate	1) The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor Exhibit C 2) The rates are deemed to be inclusive of the actual gross wages plus all: a) Applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions; b) Retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; c) Required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel); d) Insurance coverages to be provided by Contractor under the Contract; and e) Profit. 3) The rates are not subject to overtime or other premium time unless expressly stated otherwise. 4) Prior to Contractor finalization of Subconsultants and/or Subcontractors contracts, the Agency shall review and approve Subconsultants and/or Subcontractors hourly rates.
4.9. Contract Payment Retention	To the extent that Contracts for Construction do not include Design Services, preconstruction services, finance services, maintenance services, operations services or any other related Services, Retention amounts in Progress Payments shall be retained or made in accordance with A.R.S. § 41-2576. Contractor may elect to substitute security in the same amount as the retainer in lieu of retention pursuant to A.A.C. R2-7-509 and R2-7-510. The Agency shall not accept any substitute security unless it is accompanied by a signed and acknowledged waiver of any right or power of the obligor to set off any claim against either the Agency or the Contractor in relationship to the security assigned pursuant to A.R.S. § 41-2576(D). The Agency will retain 10% of the amount of each estimated Progress Payment until final completion and acceptance unless, upon written request from the Contractor, at the half-way point of the Project (as determined by the Work Progress Schedule) if the Agency has determined that the Work is satisfactory, then half of the retainer will be released to the Contractor. If the Agency determines that this condition has been met, then the percentage of subsequent retainers will decrease from 10% to 5%. At any subsequent point in the Project, if the Agency finds that the Contractor's Work is less than satisfactory, then the retainer will revert to 10%. Absent a specific written finding by the Agency with a reason to delay the release of the retained amount, the retainer described in this section will be released within sixty (60) days of the Agency's acceptance of the Work and approval of the Application for Final Payment. If the Agency determines that the Work is not acceptable for any reason, it must make a specific written finding of the reason why the Work is not acceptable; then may retain an amount of payments sufficient to pay or discharge the expenses the Agency reasonably expects to incur to correct the issue with the Work that was not set forth in the written finding.
4.10. Final Completion and Payment	1) When Construction Contractor deems Work fully complete, Construction Contractor will notify Agency. 2) A Certificate of Final Completion shall set forth the date of Final Completion and shall be executed by Agency and/or Design Professional. 3) Neither Final Payment nor any final release of retention will be made until Construction Contractor submits the following documents to Agency: a) Affidavit that payments, bills for equipment and Materials, and all indebtedness incurred for Construction have been paid or satisfied;



	b) Certificate evidencing that insurance required by Contract Documents remains in force pursuant to the terms of the Contract and will not expire until 30 days written evidence is given to Agency; and c) Any items required by Exhibit M-Contractor Project Closeout.
4.11. Delay	1) Pursuant to A.R.S. § 41-2617, if the Construction Contractor incurs damages due to a delay for which the Agency and the Construction Contractor agree is (a) the fault of the Agency, (b) unreasonable under the circumstances, and (c) was not already contemplated by the terms of the agreement, then the Agency and the Construction Contractor may negotiate for the recovery of those damages. In this case, if the Construction Contractor sustains damages, which could not have been avoided by the judicious handling of forces, equipment and materials; or by reasonable revision in the Construction Contractor's schedule of operation, the compensation for such damages will be negotiated. The Construction Contractor shall notify the Agency of the condition in writing by the next work day. Failure to notify the Agency within this time may be just cause to reject any claims for such damages. 2) DELAYS THAT RESULT IN A MATERIAL CHANGE TO THE DATE OF SUBSTANTIAL COMPLETION MAY RESULT IN LIQUIDATED DAMAGES. Agency may assess Liquidated Damages (as detailed in the Special Terms and General Conditions) for unexcused and/or unauthorized delays, caused by the Construction Contractor, or any of its Subconsultants or Subcontractors, that result in a material change to the date of Substantial Completion of the Work. Construction Contractor is responsible for any reasonably foreseeable causes of delay. 3) TIME EXTENSION. Within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time, the Construction Contractor must deliver a preliminary written notice to the Agency describing the general nature of the request. Within a reasonable time after the preliminary notice, the Construction Contractor must provide the Agency written supporting documentation stating all known time extensions to which the Construction Contractor is entitled. Construction Contractor may submit written time extension requests to the Agency for approval if the Construction Contractor is delayed through no fault of its own. 4) CONCURRENT DELAYS. To the extent the Construction Contractor is entitled to an extension of time due to an Excusable Delay but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Contractor and/or any of its subcontractors/subconsultants, and suppliers, the Construction Contractor shall not be entitled to any additional Costs for the period of such concurrency. 5) CHANGE ORDER. Any requests for time extensions must be approved by Agency and/or Design Professional through the use of a Change Order.
4.12. Equipment Rental	Contractor rental of construction equipment to perform the Work shall be recorded and billed to the Agency to the nearest one-half hour and shall cease when equipment is no longer necessary for the Work. Billing shall include sales tax, the Cost of transportation, loading, unloading, and dismantling and removal thereof in accordance with the rental agreement terms and Agency approved Contractor markup for overhead and profit. Rates for Contractor owned equipment shall be approved by Agency prior to equipment use. Contractor shall not charge Agency for equipment that is inoperable due to breakdown or used for Work not related to the Project.
4.13. Invoicing Requirements	1) Contractor shall only submit invoice that match the prices in the Contract, including the pricing in any authorized Change Order or Contract Amendment. 2) Contractor shall comply with the following requirements for the submittal of invoices to the Agency. The Agency may, in its discretion, choose to deny all or some of an invoice due to the Contractor's failure to fully comport invoices to these requirements: a) TRAVEL. Travel Costs will be reimbursed according to the policies and procedures set by the State of Arizona's General Accounting Office as specified in the Contract. See http://www.gao.az.gov/travel/ for Current



	Policies. Any anticipated travel Costs should be detailed as a line item in Contractor's fee proposal. b) LODGING, SUBSISTENCE, AND MILEAGE. Contractor and Agency must agree upon any lodging and subsistence Costs before these Costs are incurred for the Contractor to receive reimbursement for these Costs. If lodging and subsistence Costs are incurred fifty (50) or more miles from the Contractor primary place of business, then the invoice must include all receipts associated with these Costs for full reimbursement. Contractor will only be reimbursed for mileage for travel fifty (50) or more miles from the Contractor's primary place of business. c) PREVIOUS MONTH. Contractor shall only submit invoices for authorized and accepted Work, and Reimbursable Expenses for the previous month less any applicable penalties. d) INVOICES MUST BE VERIFIED. Contractor shall bear the primary responsibility for the validity of any and all invoices, and shall certify that its invoices have been examined and that the contents therein are accurate and consistent with the Contractor's books of account. e) INVOICE REQUIREMENTS STRICTLY ENFORCED. Agency reserves the right to reject, or partially pay, any invoices that are improperly addressed, or contain inaccurate or incomplete information. Agency is not responsible for any financing or other charges due to payments that are late due to Contractor error. f) FINAL INVOICE. Contractor shall submit an invoice that contains a clear designation that it is the "Final" invoice when the Work is complete. Agency is under no obligation to release payment on a Final Invoice until the Contractor has fully documented the Final Completion of the Work and Agency has reviewed and agreed with the amount due on the Final Invoice.
4.14. Interest	Payments to Contractor are issued pursuant to A.R.S. § 35-342. If payments to Contractor are allowable and 30 days past due, interest shall accrue at the rate detailed in A.R.S. § 44-1201.
4.15. Payment	1) PAYMENT NOT ACCEPTANCE. Agency payment of any invoice or Application for Payment shall not be construed to be acceptance of the Work. 2) PAYMENT DEADLINE. Agency shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Contract, Agency shall make payment in full for Materials that have been delivered and accepted and Work that has been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: a) All of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Work being invoiced have been performed and accepted; and b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract and reasonably required by Agency, provided that, the Agency will not make or be liable for any payments to Contractor until Contractor has registered properly in APP and provided a current IRS Form W-9 to Agency unless excused by law from providing one. 3) PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, Agency shall make payment to Contractor under the federal tax identifier indicated on the Accepted Offer provided.
4.16. Project Suspension by Agency	If the Project is suspended or abandoned in whole or in part for more than six (6) months by the Agency, the Contractor will be compensated for only the following: all Work performed prior to receipt of written notice from the Agency of such suspension or abandonment together with Reimbursable Expenses then due. The Agency will not be liable for any additional expenses or any damages, including but not limited to consequential damages. If the Project is resumed after having been suspended for more than six (6) months, the Contractor's compensation may be equitably adjusted



3/12/20 Rev1

	through negotiation. If the parties cannot agree on an adjustment, Agency may terminate the Agreement.
4.17. Recovery of Overpayment	If Agency determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
4.18. Reimbursable Expenses	Reimbursable expenses may be billed in accordance with Uniform Terms and Conditions for amounts expended in the interest of the Project. Contractor shall not exceed the approved reimbursement amount without prior written approval of the Agency through a Contract Amendment.
4.19. Scrap or Surplus Material	Pursuant to A.R.S. 41-2602, et seq., The Contractor may not sell any resulting from production under this Contract without requesting the Agency Procurement Officer's approval, unless stated otherwise in the Special Terms and Conditions.
4.20. Standard Hourly Rate Basis for Work	For Projects compensated on a Standard Hourly Rate basis, the invoice statement for all Applications for Payment must show the name of all employees and Subconsultants and/or Subcontractors charging time to the Project, the amount of time billed, the fully burdened hourly rates, and the activities performed by each person listed. If requested by Agency, payroll time sheets and any other documents reasonably requested by Agency to verify amounts requested, shall be provided.
4.21. Stipulated Sum (Fixed Price/Lump Sum) Basis for Work	For Projects compensated on a Stipulated Sum basis, the invoice statement for Application for Payment must include a brief summary of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work by phase during the time period covered by the Application for Payment. Any Costs in excess of approved maximum not to exceed Contract amount incurred prior to Agency's written consent will not be paid unless Costs were incurred at the Agency's direction.
4.22. Notification of Payments	Any Contractor, Subconsultants and/or Subcontractors, or Subcontractor may notify the Agency in writing requesting that it be notified by the Agency in writing within five days from payment of each progress payment made to the Contractor. If a request is made to the Agency as described in this paragraph, the request remains in effect for the duration of the requestor's Work related to this Contract pursuant to A.R.S. § 41-2577. Note that this paragraph in no way limits the Contractor's and/or Contractor's ability to withhold any application or certification due to issues related to the Work of a Contractor, Subconsultants and/or Subcontractors, or Subcontractor as described in A.R.S. § 41-2577(D).

5.0 Contract Changes

5.1. Assignments and Delegation	1) NOTICE AND ASSIGNMENT OF TRANSFER OF OWNERSHIP. In additions to Sections 5.2 and 5.3 below, the Agency will require immediate notice and explicit assignment, pursuant to this Section, of any change to the underlying ownership of the Contractor. For the purpose of this Section, a change in ownership is defined by the transfer of any ownership interest or control of fifty percent or more of the Contractor, regardless of the form under which the Contractor conducts its business. 2) IN WHOLE. Contractor shall not assign in whole or in part its rights or delegate in whole or in part its duties under the Contract without (a) notifying the Procurement Officer in advance and (b) obtaining the Procurement Officer's prior written consent, which the Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or any other change in control, then no such consent will be given in any event without the assignee or delegate giving the Agency satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when Agency first awarded it the Contract. Such determination shall be made by the Procurement Officer at its sole discretion.
5.2. Contract Amendments	The Contract is issued for Agency under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope.



5.3. Unauthorized Contract Amendments or Orders are Void	Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes. The Contractor is on notice that any course of conduct dealings cannot bind the Agency to any changes to the Contract; the Agency may avoid any unauthorized modifications to the Contract, Contract Amendments, or Change Orders.
5.4. Change Orders	1) The Agency will only compensate for and the Construction Contractor shall only deliver or perform Additional Work that has been approved by the Agency through a fully authorized Change Order. 2) CHANGE ORDER TERMS. All Change Orders are subject to the Contract Terms and Conditions except to the extent they are modified by Change Order. 3) REASONABLE TIME FOR REVIEW. Both parties to the Contract agree to allow a reasonable period of time for the review and consideration of any requested Change Orders. 4) FIELD ORDER DIRECTIVES (See Exhibit I). Field Order Directives should be followed by a Change Order within a reasonable time. The Not-to-Exceed Cost detailed in the Field Order Directive is enforceable against the Construction Contractor if the Agency and Construction Contractor are unable to agree to a price through a Construction Change Order. 5) ITEMIZATION OF WORK. The Construction Contractor shall include the proposed Cost itemized breakout including Subcontractor or Subconsultant pricing by Work division labor and Materials, at a minimum to include: General Conditions, Overhead and Profit, Total- Labor Costs, Total Materials Cost, Equipment, Field Office and Job Site Supervision, Bonds, Insurance, and applicable tax. Failure of Construction Contractor to submit itemized Cost information with the Change Order Request will delay processing through no fault of the Agency. 6) ADDITIONAL TIME FOR DELAY. Construction Contractor must submit any request for an Excusable Delay within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time. a) Any Construction Contractor request for an Excusable Delay must be made through Construction Contractor initiation of a Change Order Request and written notice to the Agency. b) Failing to timely and properly provide written notice of the Delay, which must include a request through a Change Order Request, will waive Construction Contractor's ability to negotiate increased time to complete the Work. c) The Construction Contractor's request shall include an estimate of Cost and of probable effect of delay on the Work Progress Schedule. Adverse weather conditions shall not be a basis for a claim for additional Costs. 7) FUEL SURCHARGES. Under no circumstances will the Agency accept any fuel surcharges on any Change Order request or Construction Contractor Pay Applications 8) CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR MARKUP. The combination of overhead and profit shall not exceed the original percentage mutually agreed upon value of labor and Material for Work performed by any Construction Contractor or subcontractor for any Change Order or 5%, whichever is greater. 9) CONSTRUCTION CONTRACTOR ADDITIONAL WORK. Any Additional Work caused by Construction Contractor error, inconsistency, ambiguity, or otherwise conduct of Construction Contractor shall not constitute a change, and such Work will be performed at no additional cost to Agency. 10) AGREEMENT ON CHANGE ORDER. Agreement on any Change Order shall constitute a final settlement of any and all matters relating to the change in the Work which is the subject of the Change Order including, but not limited to, any and all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the Schedule.
5.5. Field Order Directive	1) The Agency may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Cost and time for Substantial Completion being adjusted accordingly.



	2) A Field Order Directive (Exhibit I) shall be used in the absence of total agreement on the terms of a Change Order. 3) If the Agency and the Contractor cannot agree as to what amount should be charged for the Field Order Directive, Contractor shall only be entitled to be reimbursed for actual direct labor and material Costs incurred at the construction site attributable to the change plus 5% for overhead and profit. Contractor shall keep detailed records of all such Costs and submit such records to the Agency on a weekly basis. Within ten (10) days of completion of the change and the submission of all Cost data to the Agency, the Agency shall determine the total allowable Costs for the purpose of pricing and paying for the additional work required by the Field Order Directive and advise the Contractor of such determination in writing. This determination shall be final and binding unless Contractor objects in writing within ten (10) days of this determination. The written objection shall contain a detailed statement of those elements and items of the determination with which the Contractor disagrees with an adequate explanation forming the bases of the disagreement. The parties shall then make a good faith effort to resolve the disagreement within fifteen (15) days. If the parties still fail to agree, the dispute shall be submitted to the Procurement Officer. The Procurement Officer shall determine the Costs and notify the Contractor in writing of his or her determination. If the Contractor disagrees with the Procurement Officer's determination, the Contractor shall immediately initiate the contract claims resolution process in the Arizona Procurement Code (A.A.C. R2-7-B901, <i>et seq.</i>) 4) When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. 5) It is understood that a change may occur so that there is The amount of credit to be allowed by the Contractor to the Agency for a deletion or change which results in a net decrease in the Contract Cost shall be actual net Cost as confirmed by the Contractor or Agency. 6) Pending final determination of Cost to the Agency, amounts not in dispute may be included in applications for payment. 7) For any disagreement between the Contractor and Agency on the adjustment in Contract time or the method for determining it, the adjustment or the method shall be referred to the Agency for determination. 8) When the Agency and Contractor agree with the determination made by the Contractor concerning the adjustments in the Contract Cost and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
5.6. Minor Changes in the Work	The Contractor, with the Agency's approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Cost or extension of the Contract time and not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Agency and Contractor. The Contractor shall carry out such written orders promptly.
5.7. Claims	If Contractor aware of any act, omission, or condition that would give rise to a breach of Contract or a Change Order and/or claim, Contractor shall notify Agency in writing within 48 hours after becoming aware of such act, omission, or condition. This notice shall provide sufficient detail so that the claim may be properly evaluated in a timely manner. Failure to give such notice shall be deemed a waiver of the right of the Contractor to recover.
6.0 Risk and Liability	
6.1. Risk of Loss	If applicable, Contractor shall bear all risk of loss and damages caused by construction drawings, specifications, or other construction documents prepared by Contractor and used by Contractor in bidding and constructing the project to the extent that such documents are ambiguous, incomplete, contain errors or inconsistencies or fail to comply with any applicable codes, regulations and laws.



6.2. Basic Indemnification	1) CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). If the Work is performed in connection with a public building or improvement, the Contractor, and any and all of its Subconsultants and/or Subcontractors under this Contract, shall indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, from liabilities, damages, losses and Costs, including reasonable attorney fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness fees, and any and all fees and Costs from appellate proceedings), but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of such Contractor or other persons employed or used by such Contractor or Subconsultants and/or Subcontractors in the performance of the Contract or subcontract, as allowed under A.R.S. Section 41-2586 (C) and A.R.S. Section 34-226. The amount and type of insurance coverage requirements set forth in the Contract shall not be construed as limiting the scope of the indemnity in this paragraph. 2) This indemnity shall not apply if the Contractor or Subconsultant(s) and/or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
6.3. Patent and Copyright Indemnification	1) CONSTRUCTION CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Construction Contractor Indemnitor for performance under the Contract, Construction Contractor shall indemnify, defend and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees against any third-party claims for liability, Costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph: a) Agency shall provide reasonable and timely notification to Construction Contractor of any claim for which Construction Contractor may be liable under this paragraph; b) Construction Contractor, with reasonable consultation from Agency, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise. Construction Contractor shall provide the Agency with notice of settlement negotiations and allow the Agency to participate in negotiations, if Agency so chooses; c) Agency may elect to participate in such action at its own expense; and d) Agency may approve or disapprove any settlement or compromise, provided that, Agency shall not unreasonably withhold or delay such approval or disapproval and Agency shall cooperate in the defense and in any related settlement negotiations. 2) If Construction Contractor is a public agency, this paragraph does not apply.
6.4. Force Majeure	1) DEFINITION. For this paragraph, "force majeure" means an occurrence that is a) beyond the control of the affected party, b) occurred without the party's fault or negligence, and c) something the party was unable to prevent by exercising reasonable diligence. 2) Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and subject to paragraph 6.5 "Performance in Public Health Emergency," declared public health emergencies. 3) Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure. 4) RELIEF FROM PERFORMANCE. Except for payment of sums due at the time of Force Majeure, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall provide written notice to the



	other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing. 5) DELAY CAUSED BY FORCE MAJEURE IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits or any other consequential damages if and to the extent that such failure was or is being caused by an occurrence of force majeure. 6) DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.
6.5. Performance in Public Health Emergency	1) Construction Contractor warrants that it will: a) Have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: i) identification of response personnel by name; ii) key succession and performance responses in the event of sudden and significant decrease in workforce; and iii) alternative avenues to keep the project consistent with its Schedule or sufficient product on hand or in the supply chain; and iv) Provide a copy of its current plan to Agency within three (3) business days after Agency's written request. If Construction Contractor claims relief under the paragraph "Force Majeure" for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Construction Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable. 2) For clarification of intent, being obliged to implement the plan is not of itself an occurrence of Force Majeure, and Construction Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a Material breach of contract.
6.6. Safety Standards	1) Construction Contractor shall provide Materials and Services under this Contract that comply with all current applicable safety standards and regulations, including but not limited to, the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards and any other standard references in the Contract. 2) Construction Contractor shall provide necessary protection, take all precautions for and monitor the safety of Construction Contractor personnel, Subcontractors, and Subconsultants and/or Subcontractors during the performance of Work. 3) Construction Contractor is obligated to act to prevent threatened damage, injury or loss of persons, the Work, or property at the Site or adjacent thereto in emergencies affecting the safety or protection thereof.
6.7. Third Party Antitrust Violations	Contractor assigns to Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or services supplied by third parties to Contractor toward fulfillment of the Contract.
7.0 Warranties	



7.1 Liens	Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.
7.2 Guarantees and Warranties	1) Contractor warrants that it has conducted and performed internal checking of any and all Design Requirements to ensure proper layouts and dimension completeness and clarity, and through due diligence has no knowledge of any inconsistencies, ambiguities, errors, commissions, or conflicts with regard to such Design Requirements. 2) Contractor warrants that it has advised Agency in writing of the need for any tests, studies, analysis or Subconsultant services for the development of design documents. 3) Contractor warrants that construction drawings and specifications submitted for bidding or negotiation with a Contractor are complete, accurate, unambiguous and in compliance with all applicable codes, laws and ordinances. 4) Contractor warrants that it is financially solvent and possesses sufficient experience, licenses, personnel, and capital to complete the services for the Agency. 5) Contractor warrants that it has visited the Project Site, is thoroughly familiar with the conditions of the Site, and will correlate its observations with the construction Design Requirements. 6) Contractor warrants that it shall be responsible for any and all defects in the construction drawings and specifications, and other design documents prepared by Contractor and/or Subconsultants and/or Subcontractors, that are caused by the Contractor, Subconsultants and/or Subcontractors, or any other person or firm hired by the Contractor. 7) Design Professional warrants that its construction drawings and specifications are sufficient for the intended purpose of any and all improvements to be constructed pursuant to the design documents required under this contract. 8) Contractor warrants that the construction drawings and specifications may be built at the Site and that construction and completion of the project will not violate any zoning ordinance or use restrictions imposed by any governing authority. 9) Contractor warrants that all personnel or Subconsultants and/or Subcontractors used for construction administration services shall have sufficient knowledge and experience to properly carry out the duties required for the Work. 10) Contractor shall provide any written and signed standard warranty, and any written notarized and signed special warranty document(s) required for the Project after substantial completion but prior to final acceptance of the Work, stating warranty coverage for Materials and defects in accordance with the plans and specifications. Warranty requirements not listed in the plans and specifications shall be the greater duration of either the manufacturer standard warranty period or such duration allowed by law. 11) Contractor warrants that Work performed under this contract conforms to the contract requirements and is free of any defect in equipment, Material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This workmanship warranty shall continue for a period of at least two (2) years or such time as permitted by law, whichever is greater. 12) Contractor warrants that it has reviewed the Site and found that it is suitable for the Project. 13) Contractor warrants that it has reviewed the Specifications, Drawings, and any and all applicable Construction Documents and Design Requirements and has notified the Agency of any errors or inconsistencies. 14) The Contractor shall repair or replace such defective Materials, equipment or workmanship to the full satisfaction of the Agency within the stipulated guarantee period without Cost to the Agency. In addition, the Contractor shall remedy at the Contractor's expense any damage to Agency-owned or controlled real or personal property, when that damage is the result of a) The Contractor's failure to conform to contract requirements; or b) Any defect of equipment, Material, workmanship, or design furnished by the Contractor or Subcontractor or supplier at any tier. 15) This warranty shall not limit the Agency's rights under any other clause of this contract with respect to latent defects, gross mistakes, or fraud.



	16) The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to Work repaired or replaced will run for two (2) years from the date of repair or replacement. 17) The Procurement Officer or the Agency's designated representative shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. 18) If the Contractor fails to remedy any failure, defect, or damage with regard to any item or part of the Work caused by the Contractor or its respective subcontractors or suppliers at any tier within a reasonable time after receipt of notice, the Agency shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. 19) GUARANTEES ACCEPTANCE OF GOODS AND SERVICES. Goods and services delivered will be subject to a complete inspection by the Agency. Acceptance criteria shall include, but is not limited to, conformity to the specifications, workmanship, quality, and Materials. The Contractor shall be responsible for the transport of the Material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted. 20) LATENT DEFECTS. Materials and equipment incorporated into the Work may have, or as a result of the construction process, may develop hidden defects known as latent defects. Contractor shall guarantee that such latent defects, when discovered, shall be remedied at no extra Cost to the Agency, regardless of whether the defective Materials have been paid for, inspected, or previously accepted by the Agency. 21) SERVICES PERFORMANCE. In the event of the Contractor's failure to perform required Services or meet agreed upon Service levels or other Contractor service standards as required by this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Design Professional and the Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation. If Contractor fails to complete any deliverable, then Contractor shall: - Promptly perform a root-cause analysis to identify the cause of such failure; - Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable; - Provide the Agency with a report detailing the cause of, and procedure for correcting, such failure; and - If appropriate under the circumstances, take action to avoid such failure in the future.
7.3 Contractor Personnel	1) Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their Work, and Contractor shall provide individual evidence of certification to Agency's authorized representatives upon request. 2) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
7.4 Intellectual Property	1) Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation. 2) SYSTEMS AND CONTROLS. In consideration for Agency having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that Agency funds under this Contract are not knowingly used for the acquisition,



	operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights
7.5 Compliance with Laws	1) If applicable, Contractor warrants that the Materials and Services, and any disposal thereof bearing on performance of the Work, do and will continue to comply with all applicable federal, state, and local laws. 2) Some of the local codes with which the Work performed by the Contractor must be in compliance include, but are not limited to, the Arizonaans with Disabilities Act (A.A.C. R10-3-401 through 412) and American National Standards Institute's Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped; State of Arizona Fire Code; regulations related to solar energy and life cycle Cost analysis (see A.R.S. § 34-452); and Water Conservation for State Facilities (see Executive Order 91-3).
7.6 100% Construction Documents	1) Construction Documents shall be consistent with the Project program, construction budget, and Project Schedule. 2) Prior to the first Construction Documents phase submittal, Contractor and its Subconsultants and/or Subcontractors shall review Agency's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. 3) Contractor shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed complete and buildable. 4) Prior to submitting the 100% Construction Documents, Contractor and its Subconsultants and/or Subcontractors shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level. 5) The Contractor shall provide or assist with the preparation of the following: a) Certification Page b) Project Description c) Index to the Specifications d) Specifications and List of Drawings
7.7 Contracted Work, Errors and Omissions	1) Errors, inconsistencies, ambiguities or omissions discovered by the Contractor shall be reported as a written Request for Information to the Agency immediately prior to the execution of Work. 2) If the Contractor performs any Work activity knowing or should have known it involves an error, inconsistency or omission in the Contract without such written notice to the Agency, the Contractor shall assume full responsibility for such performance and shall bear the full Costs for correction. 3) REMEDIATION OF ERRORS. Contractor bears full responsibility for errors and omissions in its Work and any and all Work of the Contractor's Subconsultant's and/or Subcontractor's Work. Contractor shall include in its Work, without limit or additional Cost to the Agency, all Work necessitated, in whole or in part, by any and all errors and omissions of, or breach of, the Contract by, the Contractor, its Subconsultants and/or Subcontractors, or any entity working under the Contractor. At a minimum, the Contractor shall, at no Cost to the Agency, promptly remediate any errors, omissions, deficiencies, or contradictions in its Work to the satisfaction of the Agency. 4) ACCEPTANCE OR APPROVAL DOES NOT ALLEVIATE CONTRACTOR'S RESPONSIBILITY FOR ERRORS. The approval, review, or acceptance of the Contractor's Work by any Agency or other party does not, in any way, alleviate the Contractor from its responsibility to fully remediate the Work from any errors discovered subsequently or necessary clarification of any ambiguities. The obligations of the Contractor to correct defective or nonconforming Work shall not, in any way, limit the Contractor's other obligations under the Contract. 5) CONTRACTOR PERFORMING WORK WITH A CONSTRUCTION MANAGER AT RISK. When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with Design Professional for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents when hired by the Agency to perform pre-construction services. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints. 6) CONTRACTOR PERFORMING AS DESIGN-BUILD FIRM. When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.



3/12/20 Rev1

7.8 Licenses and Permits	1) Contractor warrants that it will maintain all licenses required under paragraph 3.8 [Contractor Licenses] and all required permits are valid and in force. 2) The Contractor shall secure and pay for any building permit, Arizona Department of Environmental Quality emissions permit, and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids or proposals are received or negotiations concluded, unless otherwise stated in the Contract. Any required building or right of way permit applications shall be completed by Contractor and filed with authorities having jurisdiction within five (5) days of the Notice to Proceed.
7.9 Operational Continuity	Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.1 Assignments and Delegation that expressly recognizes the event.
7.10 Pandemic Contractual Performance	1) The Contractor shall have a plan that illustrates how the Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include: a) Key succession and performance planning in the event of sudden significant decrease in Contractor's workforce; b) Alternative methods to ensure there are products in the supply chain c) A current organizational chart and contact list. 2) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply: a) The Agency may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform contractual requirements; b) The Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and c) The Agency may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform. 3) The Agency, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.
7.11 Lobbying	1) PROHIBITION. Contractor warrants that: a) it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and, upon award of the Contract, it will disclose all lobbying activities to Agency to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. b) Contractor shall implement and maintain adequate controls to assure compliance with this paragraph. c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts. 2) EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for Agency's benefit or on Agency's behalf.
7.12 Survival of Warranties	All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
7.13 Waiver of the Statute of Repose	To the fullest extent permitted by law, Contractor waives Arizona's statute of repose as defined in A.R.S. § 12-552 (the "Statute of Repose"). The Contractor's express written warranties stated elsewhere in the Contract, and any and all claims, actions, liabilities, damages, losses, or expenses including attorney fees and court Costs, for bodily injury or personal injury (including death), will not be time-barred by the Statute of Repose. Court Costs shall include, but are not limited to, Costs associated with claim processing, primary loss investigation, judgment, expert witnesses, and any and all fees and Costs related to appellate proceedings.



8.0 State's Contractual Remedies

8.1 Agency's Right to Carry Out the Work	1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Agency to commence and continue correction of such default or neglect with diligence and promptness, the Agency may after such ten-day period, without prejudice to other remedies the Agency may have, correct such deficiencies or cause such deficiencies to be corrected. Contractor shall pay any and all Costs incurred by the State for such corrections to the work. 2) In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the Cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure. 3) Such action by the Agency and amounts charged to the Contractor are both subject to prior review and confirmation by the Designer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Agency. 4) An Agency may require that Contractor provide a work plan to address the deficiencies within 48 hours of receiving the above-referenced notice from Agency.
8.2 Consequential Damages	Contractor and Agency waive claims against each other for consequential damages arising out of relating to the Contract. This mutual waiver includes, but is not limited to: 1) Damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and 2) Damages incurred by the Contractor for principal office expenses including but, not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising directly from the Work, and for indirect expenses and general office overhead. 3) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contractor documents.
8.3 Nonconforming Tender	1) The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event Agency will be entitled to exercise any remedy available to it under the Contract or laws. 2) Any Material deviation from the final bid may be deemed a breach of contract unless specifically authorized by the Procurement Officer through a contract Change Order. 3) The Agency will not accept a Material reduction and/or modification in the quality and/or quantity of the Work. If applicable, the Agency may deem an unauthorized ten percent (10%) change in the Work to be a Material breach of contract.
8.4 Non-exclusive Remedies	Agency's rights and remedies under the Contract are not exclusive.
8.5 Right to Assurance	1) If Agency in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for Agency to exercise any other remedy available to it under the Contract or laws. 2) The Agency may demand any and all documents in its reasonable discretion to assure itself that the Contractor has the resources and ability to perform the Contract.
8.6 Right of Offset	1) Agency is entitled to offset against any sums due Contractor any expenses or Costs Agency incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, Costs, and damages to which it is entitled by the Contract or laws. 2) Further, the Agency is also entitled to the right of offset on this Contract for breach and defaults on other Contracts between the Agency and Contractor.
8.7 Stop Work Order	The Agency may at any time require Contractor to stop all or any part of the Work by written order (a "Stop Work Order"). Upon receipt of a Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further Costs during the period of stoppage that might be chargeable to Agency associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10 solely for Work performed to date of the Stop Work Order, and not for future profits, or any consequential damages as



3/12/20 Rev1

described above. Further, upon issuance of a Stop Work Order, Contractor shall take all steps necessary to ensure the safety of the Site.

9.0 Contract Termination

9.1 Agency Failure to Perform

The Contractor is not liable or responsible for Agency delays or suspension of Work caused solely by Agency.

9.2 Gratuities

Agency may, by written notice, terminate the Contract, in whole or in part, if Agency determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of Agency for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. Agency, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.

9.3 Notice to Cure

Upon receipt of any Notice to Cure, the Contractor receiving the Notice must prepare a report describing its program and measures to affect the Cure of the event of default and/or anticipatory breach of Contract within the time required by the Notice to Cure. The report must be delivered to the Agency Procurement Officer at least three (3) business days prior to the required Notice to Cure meeting with the Agency.

9.4 Rights to Work Project

Should the Contractor be terminated under this Contract, the Agency may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Agency. The Agency reserves the right to have these documents completed, corrected, revised or added to by another Contractor.

9.5 Suspension or Debarment

Agency may, by written notice to Contractor, terminate the Contract immediately if Agency discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Agency has taken Contractor's submittal of the Offer and Acceptance Form and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.

9.6 Termination for Conflict of Interest

By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives Agency's written notice of the termination unless the notice specifies a later date.

9.7 Termination for Convenience

Agency may terminate the Contract for convenience and in its sole discretion, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of Agency's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, place no further orders for Work or Materials, enter into any further Contracts for Materials or Work, terminate all Contracts regarding Work remaining to be done, take all reasonable and necessary actions to protect the Work and the Site, and minimize any further Costs that might be chargeable to Agency. Contractor shall take all necessary actions to protect and preserve the work. In the event of termination under this paragraph, all Design Requirements, plans, Specifications, Drawings, Construction Documents, data, and reports prepared by Contractor under the Contract will become Agency's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted before the effective date of the termination. Should the Agency terminate the Contract under this



	paragraph, the Agency will not be liable for Contractor lost profits or any consequential damages.
9.8 Termination for Default	1) In addition to the rights reserved to it under the Contract, Agency may terminate the Contract in whole or in part due to Contractor's failure to: a) comply with any term or condition of the Contract; b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. 2) Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted will become Agency's property, and Contractor shall deliver all of it immediately on demand. Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. 3) In the event the Agency terminates for default, the Agency shall be entitled to recover from the Contractor any and all damages, all reasonable attorney fees and court Costs (including, but not limited to, primary loss investigation, judgment Costs, expert witness and/or consultant fees and any and all expenses, fees, and Costs from appellate proceedings) incurred by the Agency as a result of the default. 4) If a termination for default is later determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Construction Contractor's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
9.9 Work Performance Continuation Required	Contractor shall carry on the Work and adhere to the Work Progress Schedule during all disputes, disagreements, or alternative resolution processes with the Agency. Contractor shall not delay or postpone any Work except as Agency and Contractor may agree in writing. Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any Stop Work Notice issued or Termination, as directed by Agency in the notice.
10.0 Contract Claims	
10.1 Claim Resolution	Notwithstanding any law to the contrary, all Contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and the rules adopted thereunder.
10.2 Mandatory Arbitration	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements. The parties agree that any and all mandatory arbitration shall be through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the Costs of arbitration (including but not limited to the arbitrator's fees, attorneys' fees, and Costs) to be allocated between the parties by the arbitrator. Costs do not include attorney fees.
11.0 Contractor Responsibilities	
11.1 Acceptance of Work	1) Agency has the right to make acceptance of the Work subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. Agency may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. 2) Contractor shall remove and replace any rejected work; and remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. Agency will not owe Contractor any payment for rejected Work, and Agency may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned



	to Contractor in those instances where Agency has agreed to permit repair instead of demanding replacement.
11.2 Additional Work	1) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED. Contractor shall only provide Additional Work when authorized in a written Order signed by the responsible Agency Procurement Officer. The Agency will not provide compensation for unauthorized Work. 2) PROMPT NOTIFICATION. Contractor shall notify the Agency with reasonable promptness when the need for additional services is identified and explain the facts and circumstances giving rise to the need. If the Agency determines that all or parts of those services are not required, the Agency shall give prompt written notice to the Contractor, and the Agency shall have no further obligation to compensate the Contractor for those services. 3) PROMPT AND ACCURATE SUBMITTALS. To avoid delay in the Design Schedule, Contractor shall submit any Requests for Information ("RFI's) or any other necessary documentation completely, accurately, and in a timely fashion, in accordance with the Contract.
11.3 Agency Reviews and Approvals During Design	Each design phase is subject to review and approval by the Agency. Other Agency personnel, external consultants, or public agencies may also review the Contractor's submittals at the Agency's discretion or as required by applicable regulations. The Agency will review the submitted drawings at all stages at times mutually agreeable with the Contractor and provide written comments.
11.4 Allowances	1) The Contractor shall include in the Contract Cost at time of offer submission any and all Allowances stated in the Contract as separate line items. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as the Construction Documents may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection. Agency shall approve all use of Allowances through the use of Authority to Use Allowance Form, Exhibit S. 2) Allowances shall: a) Cover the Cost to the Contractor of Materials and equipment delivered to the Site and all required taxes, less applicable trade discounts; b) Contractor's Costs for unloading and handling at the Site, labor, installation Costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Cost and not in the Allowances; c) Contractor shall take all reasonable steps to ensure the scope and budget of Allowances are correct. When Costs are more than or less than Allowances, the Contract Cost shall be adjusted accordingly by a Change Order. Contractor shall notify the Agency immediately if the scope selected for the Allowance causes Costs to be more or less than Allowance. d) Amount of Allowance must reflect reasonable Cost of providing the items, whether or not the item is actually provided.
11.5 As-Built Drawings	Contractor will review and update the As-Built Drawings on a weekly basis reflecting the changes in Specifications and working Drawings during the Construction of the Work and such updated As-built Drawing shall be made available at the construction site for review by agency. Contractor will submit the fully revised set of As-Built Drawings to the Agency upon Final Completion of the Work for the Project.
11.6 Automatic Temperature Control Design	Where applicable, the Contractor shall specify open protocol automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the Agency system. The Agency's Designated Representative shall arrange an initial meeting to discuss the integration and specification of the EMS/HVAC Control System. The Contractor shall thereafter incorporate these requirements into Project design and Construction Documents.
11.7 Background Check	1) Each of Contractor personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which may include fingerprinting. 2) Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Contractor offer submitted to perform the Work.



3/12/20 Rev1

	3) Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
11.8 Basic Work, Contractor Services	1) Contractor's Basic Work, as detailed in the Exhibits and Contract, shall include but is not limited to, any and all structural, mechanical, civil and electrical engineering Services. 2) If the initial scope of the Project is changed materially by the Agency, the Contractors compensation will be equitably adjusted through negotiation upon execution of a contract amendment.
11.9 Bonds, Payment and Performance	1) Contractor shall furnish as required under Title 34, Chapter 2, Article 2 or Chapter 6, as applicable, payment and performance bonds executed solely by a surety company holding a certificate of authority to transact surety business in this state issued by the Department of Insurance under A.R.S. Title 20, Chapter 2, Article 1 and in a format prescribed by A.R.S. §41-2574, binding on the parties to the contract if the value of the construction award for the Contract exceeds the amount established by section A.R.S. §41-2535, or as otherwise requested by Agency. See Exhibit N and O. 2) If a surety upon a bond loses its authority to do business in Arizona, is insolvent, or otherwise cannot meet its obligations under the bond, Contractor shall, within thirty (30) days of such event, furnish a replacement bond in accordance with law at no added Cost to Agency.
11.10 Clean Up of Site	1) The Contractor shall at all times keep the premises, Site of Construction, surrounding area, and any storage areas neat and clean, and free from accumulation of waste Materials or rubbish caused by operation of Work under the Contract. 2) At completion of the Work the Contractor shall remove from Project waste Materials, rubbish, the Contractor's tools, construction equipment, machinery, surplus Material, and any excess rocks and dirt from the Work, to restore affected areas of Site to a neat and clean condition satisfactory to the Agency Designated Representative. 3) If the Contractor fails to clean up, the Agency may do so and the Cost thereof shall be charged to the Contractor. 4) Any landscaped seeded or sodded area requiring repair as a result of construction damage shall be leveled, raked, and re-seeded or re-sodded with like Material at Contractor's expense.
11.11 Compliance with Codes	Contractor shall bear full responsibility for ensuring that the Work performed under the Contract complies with all applicable laws, codes and regulations. In the case of conflicts between codes, the more stringent conditions shall apply. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.
11.12 Contractor Control of Site	1) Construction Contractor shall have access to the Site after the Agency issues the Notice to Proceed. During any time at which the Construction Contractor has the primary use of, or control over, the location at which the Work is, or will be, performed, the Construction Contractor shall also bear all the responsibilities for that location as if it owned the Site. 2) The Construction Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract and shall not unreasonably encumber the Site with Materials or equipment. Construction Contractor storage of any Materials at the Site shall be approved in advance by the Agency. 3) The Construction Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work Site, which are not to be removed and which do not unreasonably interfere with the Work required under this contract. The Construction Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Construction Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Agency Designated Representative. 4) The Construction Contractor shall protect from damage all existing improvements and utilities at or near the Work Site, and on adjacent property of a third party. The Construction Contractor is responsible for locating any and all utilities including any and all underground power, electrical, plumbing, gas, or water lines and shall bear the risk in the event of any damage to the same as a result of construction activity on the Project. 5) The Construction Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the



	requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Construction Contractor fails or refuses to repair the damage promptly, the Procurement Officer may have the Work performed and charge the Cost to the Construction Contractor. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Construction Contractor only with the approval of the Agency Designated Representative. The temporary buildings and utilities shall remain the property of the Construction Contractor and shall be removed by the Construction Contractor at its expense upon completion of the Work. 6) The Construction Contractor shall use only established roadways, or use temporary roadways constructed by the Construction Contractor when and as authorized by the Procurement Officer. When Materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Construction Contractor shall protect them from damage. The Construction Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads. 7) DUST CONTROL. Construction Contractor shall provide dust control in accordance with rules set forth by the authorities having jurisdiction and maintain suitable equipment on hand or at the Site for dust control on the Project. 8) Construction Contractor is to ensure that the construction Site is safe and has taken all appropriate measures to ensure the safety of all workmen and persons who are physically present at the Site. 9) Construction Contractor shall be responsible at its sole Cost for all measures necessary to protect any property and improvements adjacent to the project 10) Construction Contractor shall promptly notify in writing Agency of all accidents arising out of or in connection with the Work which causes death, personal injury, and/or property damage providing full details and statements and a list of witnesses.
11.13 Cooperation and Coordination	1) Agency and Contractor will cooperate and participate fully in coordinating at all levels and among all the parties involved in this Project, and at their own expense. Cooperation shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, Agency's Representatives, Contractor's Subconsultants and/or Subcontractors, Contractors, Subcontractors and outside entities as designated by Agency to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Cooperation shall not be construed as a change in the terms or conditions of the Contract for the Project. 2) The Agency and Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Contractor's Subconsultants and/or Subcontractors shall be through the Contractor. Communications by and with Subcontractors and Material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Design Professional.
11.14 Schedule for Construction	1) SCHEDULE. The Schedule for construction and any and all updates thereto (Exhibit E) shall include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. The Schedule shall be in a format and provide sufficient detailed information that is acceptable to the Agency. Contractor shall provide the Agency and Design Professional with an approved baseline Schedule, within a time frame determined by the Agency, to include at a minimum initiation of construction, mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and Substantial Completion of the Work of the Contract and any other information required in the <u>Special Terms and Conditions</u>. The Construction Schedule should also include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. 2) ADDITIONAL TIME. Contractor shall bear the primary responsibility for determining whether additional time is required for the review of any orders or amendments to the Contract for Construction; allowing time for Agency review and approval of any such orders or amendments; and is responsible for ensuring that such time is reflected in a modified Schedule in a Change Order. 3) CONTRACTOR REVIEW. Contractor shall bear the primary responsibility for ensuring that it was allotted sufficient time in the Schedule for construction for any and all necessary reviews and approvals. Contractor shall timely review all requests for information, changes, and submittals in a timely fashion as to not delay the project.



11.15 Conformity of Work to Construction Documents Review	1) The Contractor shall review inspection reports, laboratory reports, and test data to determine conformity of such data with the Design Requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings. 2) The Contractor shall also recommend to the Agency, actions to be taken by the Agency as determined from Contractor Project Site visits, inspection reports, laboratory reports, and test data or from Contractor proposals, or other relevant documents. 3) Agency shall have the right, in the event of a dispute over conformity, to conduct an independent evaluation.
11.16 Construction Cost Control	Throughout the Project, the Contractor shall keep the Project's estimated construction Cost within the Construction Budget. Contractor is responsible to periodically submit to Agency, at review times mutually agreeable to Agency and Contractor, a current Estimated Project Construction Cost to verify that this is accomplished. If necessary, the Contractor shall schedule times with Agency to review the Construction Budget.
11.17 Construction Safety	1) SAFETY. Contractor, Subcontractors, employees and all Site visitors, at all times on the job Site, shall furnish and wear sufficient protective gear, including but not limited to, hardhats, safety shoes and safety goggles. Contractor shall also provide temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel. Contractor shall provide up-to-date Material safety data sheets (MSDS) as required for Materials at the Site. Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws. 2) INJURIES. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify Agency Designated Representative and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns that an event required medical care, supply Agency Designated Representative and Contractor with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) or more workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, witness names and statements, finding of cause, and remedial plans shall be provided to Agency Designated Representative within one (1) week after occurrence, unless otherwise directed by Agency. 3) ENVIRONMENTAL SAFETY Contractor shall immediately stop Work activities impacted by encountering any previously unknown potentially hazardous Material, or other Materials potentially contaminated by hazardous Material, and secure the affected area, and notify Agency Designated Representative immediately. Agency Designated Representative will promptly engage qualified experts to investigate and issue a written report to Contractor identifying the Material(s) found. The Agency shall remediate and render harmless the hazard caused by Agency or if an unknown and could not have been reasonably foreseen by Contractor. 4) TRENCHING AND EXCAVATING PLAN. Contractor is required to submit a trenching and excavation plan to Agency Designated Representative prior to commencing operations unless an engineered plan is part of the Contract Documents. 5) ASBESTOS CONTAINING MATERIAL. The Contractor shall not knowingly use, specify, request or approve for use any asbestos containing Materials or lead-based paint in the Work. When a specific product is specified, the Contractor shall endeavor to verify that the product does not include asbestos containing Material.
11.18 Construction Meetings	Contractor shall attend regular construction meetings with the Agency at the Project Site with duration and frequency determined by the Agency for the Project.
11.19 Correction of Defects and Non-Compliant Work	1) Construction Contractor shall use due care in inspections and observations to determine non-conformance. 2) Design Professional shall keep agency informed of progress and quality of Work and use due care to guard against defects and deficiencies in Construction Contractor's Work. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, upon notice Construction Contractor shall immediately correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.



- 3) Construction Contractor shall take any and all steps to meet the requirements of the Project Specifications. If Construction Contractor fails to do so, the Agency will require correction and full compliance. After corrective action is taken, the Agency will retest to determine compliance with the Specifications. Construction Contractor shall be responsible for the Cost of the additional testing and inspections, and such Cost shall be deducted from progress payment to Construction Contractor.
- 4) Construction Contractor shall, at no additional Contract Cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials or Work.
- 5) Construction Contractor shall bear the expense of making good all Work of Agency other contractors destroyed or damaged by removal or replacement of defective Construction Contractor Work. Agency shall equally enforce this clause against any Agency other contractors.
- 6) If Construction Contractor fails to take prompt action to comply with the Contract Documents in a timely manner, as determined by the Agency, Agency will be entitled to exercise its remedies under paragraph 8.6 [Right of Offset] of the Uniform Terms and Conditions, or any other remedies set forth in the Contract.
- 7) Whether Agency will permit Construction Contractor to repair in place or demands that Construction Contractor remove and replace is at Agency's discretion in each instance, provided that, Agency shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on Agency's part.
- 8) **AGENCY ACCEPTANCE OF DEFECTIVE WORK.** At the absolute discretion of the Agency, the Agency may decide to accept defective Work, instead of requiring correction or removal and replacement of defective Work. Construction Contractor shall pay all claims, Costs, losses and damages attributable to Agency's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the Agency for the diminished value of the project resulting from the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Construction Contractor to Agency after a calculation by Agency of the diminution in value of the project resulting from defective Work.
- 9) The Construction Contractor's obligations to perform Warranty Work will survive the acceptance of any Work and any termination of the Contract.
- 10) **CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK.** Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, Design Professional and/or Agency Designated Representative shall communicate the finding to Construction Contractor, and Construction Contractor shall correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.
- 11) **AGENCY MAY CORRECT NON-COMPLIANT WORK.** Agency shall issue a written notice to Construction Contractor to correct and remedy any deficiency including but not limited to:
 - a) Remove and replace rejected Work, or
 - b) Construction Contractor failure to perform Work in accordance with the Contract Documents; or
 - c) Construction Contractor fails to comply with other provisions of the Contract Documents.
- 12) If, in the opinion of the Agency, significant progress to correct the deficiency by the Construction Contractor has not been made, within seven (7) days, the Agency may exercise any actions necessary to remedy the deficiency including but not limited to:
 - a) Exclude Construction Contractor from all or part of the Site;



	b) Take possession of all or part of the Work, and c) Suspend Construction Contractor's services related thereto, and d) Incorporate in the Work all Materials and equipment stored for the Project at the Site or for which Agency has paid Construction Contractor but which are stored elsewhere. e) Hire a replacement contractor or take other measures that are reasonably necessary to correct the noncompliant Work. Any and all Costs incurred shall be paid by the Construction Contractor or deducted from any amounts due or that may be due Construction Contractor under this or any other contract with the State of Arizona. Costs, shall include, but not be limited to, repair and replacement Costs, labor and material Costs, removal Costs, design Costs, administrative expenses, and any other Costs and expenses caused by Construction Contractor's non-compliance. 13) Construction Contractor shall allow the Agency, its agents and employees, Agency's other Construction Contractors, Construction Contractors and Subconsultants and/or Subcontractors access to the Site to enable Agency to exercise the rights and remedies under this paragraph. All claims, Costs, losses and damages incurred or sustained by the Agency in exercising such rights and remedies will be charged against Construction Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, Costs, losses and damages will include but not be limited to all Costs of repair or replacement of Work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by Agency of Agency's rights and remedies hereunder. 14) CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK. If the Construction Contractor Materially fails to furnish services in compliance with the approved Project Schedule or any subsequently approved amendments to the Schedule or the Construction Contractor's services, or deliverables are unusable for their intended purpose and these failures are a Material breach of this Contract, then Agency, in its reasonable discretion, and after failure of Construction Contractor to respond to the Notice to Cure, may Contract with another Construction Contractor to complete the services or Work product, and Construction Contractor shall pay the Agency for the difference between the balance under Construction Contractor's Contract with Agency and the amount charged by the replacing Construction Contractor to complete Construction Contractor's Scope of Work. a) Agency will provide Construction Contractor with the itemized Costs as they are being incurred. b) Prior to contracting with another Construction Contractor, the Agency shall provide Consultant with a Notice to Cure, as described in these Uniform Terms and General Conditions. c) Should the Construction Contractor failure to Cure the Material breaches of this Contract, as identified in the Notice to Cure, the Agency may pursue any of the available remedies for breach of Contract available in Section 8 above. d) It is understood that if the Construction Contractor materially breaches this Contract and the Agency Terminates for Default under this Contract, Construction Contractor shall not be entitled to any sums due or that may become due under this Contract.
11.20 Corrective Action Required	1) Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any Material portion of the Work, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable. 2) Contractor shall provide to Agency a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or



	the date when the failure first became apparent, if it was not apparent immediately after occurrence). 3) Agency may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections Agency instructs and adopt Agency's recommendations so far as is commercially practicable, provided that, Agency may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment. 4) Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances
11.21 Cutting and Patching	1) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. 2) The Contractor shall not damage or endanger a portion of the Work or fully or partially completed Construction of the Agency or separate Contractors by cutting, patching, or otherwise altering such Construction, or by excavation. The Contractor shall not cut or otherwise alter such Construction by the Agency or a separate Contractor except with written consent of the Agency and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Agency or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.
11.22 Design Development	Contractor shall provide conceptual civil, landscape, architectural, structural, plumbing, mechanical, electrical drawings as required for the Design Requirements of the Work.
11.23 Contractor Agreements, Communication	The Agency will ensure that Contractors receive the necessary communication to perform the required Work, and shall promptly notify Contractors of any and all communications that the Agency determines may materially affect the Contractor's Work.
11.24 Design Schematics	Contractor shall prepare and submit to Agency diagrammatic drawings which delineate the design criteria (e.g., exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones). This graphic documentation of the design criteria shall be updated with each subsequent submittal.
11.25 Energy Efficiency	Upon request by the Agency, Contractor will analyze the Work or related components for energy efficiency gains including, but not limited to Life Cycle Costing, pursuant to A.R.S. 34-452.
11.26 Examination of Site	1) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its Cost. Contractor and its key personnel shall visit the Project Site to become familiar with existing Site conditions for the Agency Project and visually survey for coordination of the Work, which may include but not limited to, the Site location and size, Site and adjacent perimeter, utility capacities, conditions bearing upon transportation, disposal, handling, and storage of Materials, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during Work performance, and connection options of external utilities, all relevant areas of any existing buildings to be altered, ceiling, interior, exterior, and concealed spaces, prior to submitting an Offer for the Work. 2) The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the solicitation prior to bid submittal and Contract before commencing Work. 3) The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface Materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory Work done by the Agency, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and Cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency. 4) The Agency assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents



3/12/20 Rev1

	before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.
11.27 Forced Substitutions	Forced substitutions will not be permitted; Contractor shall obtain Agency's prior written consent before making any substitution for any Material or Service covered by the Contract.
11.28 Hazardous Materials, Substances, or Waste	1) The rights and liabilities of the parties when a hazardous substance is encountered are specified by A.R.S. § 32.-1129.03. 2) Contractor shall timely provide Agency with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for Agency to comply with regulations when it or its other Contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but Agency (and this Contract) use only the more up-to-date "SDS" reference. a) Contractor shall ensure that all its relevant personnel, to the extent they are Contractor's responsibility under the Contract, understand the nature of and hazards associated with, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous Material, with "hazardous Material" being any Material or substance that is: b) Identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or c) Subject to statutory or regulatory requirement governing special handling, disposal or cleanup. d) Contractor shall provide and maintain SDS on-Site as required for the Work. 3) CONTRACTOR HAZARDOUS WASTE RELEASE. Contractor shall refrain from release of a Hazardous Substance on Agency property during the Work. This includes a Release of a Hazardous Substance pre-existing on Agency property under the following circumstances: a) If Agency has made Contractor aware of the existence of the Hazardous Substance pre-existing on Agency's property and if Agency has provided an area free from the Hazardous Substance sufficient for Contractor to perform the Work; or b) If Agency has not made Contractor aware of the pre-existing Hazardous Substance on Agency's property, but Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance. 4) Contractor shall report immediately to Agency Designated Representative any spills of oil, gas, chemicals or any hazardous Materials. Contractor shall expedite all approved mitigation measures.
11.29 Inclement Weather Day	1) RAIN DELAY. Construction Contractor bears the risk of rainfall activity unless delayed on a critical path for more than 7 days. 2) Construction Contractor shall immediately notify the Agency Designated Representative on the day, and any subsequent days throughout the Project, the Construction Contractor is unable to perform Work at the Site on the critical path for more than seven (7) continuous normal Work hours due to inclement weather or rain. The Agency Designated Representative shall confirm the weather conditions and provide a written confirmation to the Construction Contractor. 3) Construction Contractor shall submit to the Design Professional and Agency Designated Representative for review a Change Order Request with the number of days the Construction Contractor is requesting a no Cost time extension for Substantial Completion for inclement weather or rain in excess of normal rain fall, along with documentation of the weather days that occurred, and the impact on the critical path Work no later than the end of the month in which the inclement weather day or days occurred. Failure of Construction Contractor to submit a Change Order Request in accordance with this paragraph requirement shall constitute a waiver of additional time for Substantial Completion. Agency Representative shall be the final decision maker on the number of inclement weather days in any Construction Contractor properly submitted Change Order Request for extension of time for Substantial Completion in the event of disagreement



	between the Construction Contractor and Agency Designated Representative. Average days of rain per month will be determined by meteorological data obtained from the closest National Weather Service Station to the Project Site.
11.30 Inspection and Material Testing	1) All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. 2) CONTRACTOR RESPONSIBILITIES. Contractor shall provide, at Contractor's expense, the testing and inspection services required by the Contract Documents. Contractor shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples of sufficient size for test purposes. No Materials or equipment represented by samples are to be used until tests, if required, have been made and the Materials or equipment are found to be acceptable. 3) UNFIT FOR USE AFTER APPROVAL. Any Material which becomes unfit for use after approval thereof shall not be incorporated into the Work. Approvals or failures to properly inspect or test shall not relieve Contractor from its obligation to perform the WORK in accordance with the requirements of the Contract Documents and to also inspect Contractor's own Work. Failure to discover, inspect, or timely report shall not excuse Contractor from full performance of the Work. 4) TIMELY NOTICE. Contractor shall notify Agency Designated Representative and/or Design Professional in writing if any Work will need to be inspected, tested, or approved by someone other than Contractor. Contractor shall coordinate with the Agency and Design Professional well in advance of such testing, inspection, or approval process. Should an inspection, test, or approval be required under this paragraph, Contractor shall bear the sole responsibility for updating the Work Progress Schedule. 5) NON-CANCELLATION OF SCHEDULED INSPECTIONS. Contractor shall bear all Costs, for any and all instances, in which Contractor fails to cancel no less than twenty-four (24) hours in advance any Contractor scheduled inspection or testing date and time in which the Work will not be or is not ready for the scheduled inspection or testing. 6) RETESTING FOR WORK. Contractor shall be responsible for and shall pay all Costs in connection with non-cancellation of scheduled inspections, retesting for Work or Materials found defective or unsatisfactory, including tests covered in this section below entitled "Agency Responsibilities". All Costs for the purpose of paragraph 11.32.4-5 include the standby and travel time for the Agency testing representative, the Design Professional and Agency Designated Representative when due to Contractor's inability to be prepared for the untimely or non-cancelled testing time and date scheduled and retesting due to Contractor defective or unsatisfactory Work. Agency may withhold these Cost expenses from any payment due to Contractor. 7) COVERED WORK. Any Work covered by Contractor contrary to the Contract Documents or written instructions of Design Professional or Agency Designated Representative, shall be uncovered at the request of the Design Professional or the Agency Designated Representative for observation and replaced at Contractor's expense. Contractor shall furnish all necessary labor, Materials, tools, and equipment to uncover, expose, or otherwise make available for observation, testing, or inspection any covered Work portion the Agency Designated Representative or Design Professional may require for inspection or testing by others. If Work is found defective, Contractor shall bear all expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If Work is not found defective, Contractor shall be allowed an increase in the Contract Cost, or an extension of time, or both, through an issued Change Order directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction. 8) OBSERVABLE DEFECTS. Observable defects are those that are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the Specifications. Defects discovered shall be repaired or removed by Contractor as these are identified.



	9) SUBMITTALS. Written reports of tests and engineering data furnished by Contractor for Design Professional's review of Materials and equipment proposed to be used in the WORK shall be submitted as specified for Shop Drawings. 10) AGENCY RESPONSIBILITIES. Agency will provide any inspection and testing services not provided by the Contractor as required by the Contract Documents. Tests will be made by an accredited testing laboratory selected by the Agency. Except as otherwise provided in the <u>Special Terms and Conditions</u>, or the Specifications, sampling and testing of all materials and the laboratory methods and testing equipment will be in accordance with the latest standards and methods of the applicable national standards.
11.31 Inspection of Work by Contractor	1) Contractor is responsible for inspection activity and shall use due care to observe the Work as Work progresses and determine whether or not Contractor's Work or any part of Work is defective or fails to conform to standards of the trade and generally accepted standards for such Work defined in the Contract Documents. Work will be compared to the Drawings and Specifications and any and all supplemental Drawings and Specifications for the Project. 2) Agency shall provide technical direction to, and interpretation of, the Contract Documents for inspectors and advise inspectors of decisions rendered. 3) Any inspectors, acting under the direction of Agency's Designated Representative, or Contractor will: - Be responsible for milestone inspections (spot checks) to assess compliance with the requirements of the Contract Documents. - Prepare a written report following each milestone inspection. The inspector shall notify the Agency's Designated Representative when Work that does not comply with the Contract Document requirements is observed in the field. Observed instances of noncompliance shall be noted in the inspector's report. - Comment in subsequent inspector's reports on whether or not instances of noncompliance have been corrected. - Participate in Punch List inspections for partial occupancy, Substantial Completion and final completion. - Assist Agency Designated Representative in reviewing test and inspection results from testing laboratories. - If Agency contracts for specialty inspection services, the inspector shall report the results of these inspections to Agency's Designated Representative. - Not authorize deviations from the Contract Documents. - Not advise or issue directions to Contractor regarding any aspect of construction means, methods, techniques, sequences, or procedures or regarding safety programs in connection with the Project. 4) The failure by Contractor's or Agencies representatives and inspectors to discover or determine any defects or deviations from plans, specifications or Contract requirements shall not release contractor from full performance and compliance with all contract requirements.
11.32 Issue Addenda	1) Interpretation, clarification, and modification of the Contract Documents shall be issued only in the form of an Addendum to the Contract Documents. Contractor shall furnish the information required to the Agency Procurement Officer for issuance of Addenda. 2) Contractor is responsible for receiving, reviewing, approving, coordinating, and incorporating addenda items received from the Subconsultant(s) and/or Subcontractor(s) into a single addendum document prior to submitting this document to the Agency Procurement Officer. 3) Addenda shall be submitted to the Agency Procurement Officer in the same format as the Construction Documents. 4) Contractor shall provide to the Agency at the end of the Bidding phase the following documents with changes identified as follows: - In the Specifications, all additions shall be shown in bold underline and all deletions shown in strikethrough. - In the Drawings, changes shall be "clouded." - One set of individual Construction Drawings and sections of the Specifications which were altered by Addenda.



	d) One complete set of Construction Drawings and Specifications that fully integrate all addenda items.
11.33 Key Personnel	1) AUTHORITY. The Contractor shall designate which of its employees have the authority to enter into agreements with the Agency on behalf of the Contractor, and which of its employees, its Subconsultants and/or Subcontractors, will bear the primary responsibility for the completion of the Work. 2) REMOVAL OF PERSONNEL. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, Agency may at its discretion and, without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. The Agency Designated Representative may require, in writing, that the Contractor remove from the Work any employee the Agency Designated Representative deems incompetent, careless, or otherwise objectionable. 3) PERSONNEL SUBSTITUTIONS. Contractor shall not be permitted to substitute Contractor Key Personnel, Subconsultants and/or Subcontractors after offer submittal, without the prior written approval of the Agency Designated Representative. Requests shall be made in writing detailing the reasons for the requested change and shall not commence without written approval from Agency. The Agency has the right to the same kind and quality of the employee initially offered. 4) ROLE APPROVALS. Contractor Key Personnel designated in <u>Offer Documents</u> shall be deemed approved for the roles and responsibilities stated unless expressly stated otherwise by the Agency prior to execution of the Contract.
11.34 Labor and Materials	1) Contractor shall perform Work during regular business hours unless such non-normal Work hours are required by the Contract Documents and not permit overtime work. Agency Designated Representative may approve alternate Work hours that neither add additional Cost nor time to the Contract Cost or Project Substantial Completion. 2) All equipment, Materials, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, shall be stored, applied, installed, connected, erected, used, cleaned and conditioned by Contractor in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, unless otherwise specifically provided in the Contract Documents. 3) References in the Specifications to equipment, Materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality, function, and type, and shall not be construed as limiting competition. 4) All Work under this Contract shall be performed in a skillful and workmanlike manner. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times. 5) Contractor is solely responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs, protection of installed Work, for coordinating all portions of the Work under the Contract and quality controls in connection with the Work, and will utilize the above so as not to destroy materials for reuse or to remain the property of the State 6) The Contractor shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been partially accepted under the Contract. Contractor shall remain responsible for the care and protection of Materials and Work in the areas where Punch List items are completed until Final Completion. 7) The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, drinking water, water, heat, ventilation, utilities, barricades, lighting, construction and warning signs, temporary fire protection, transportation, temporary facilities, fencing, appliances, fuel, power, light, heat, telephone, sanitary facilities, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work. Any temporary sanitation facilities shall be serviced a minimum of one (1) time weekly. 8) Contractor shall install and maintain temporary fencing with lockable gates as indicated or directed by the Agency Designated Representative.



	9) Materials, equipment or items required for Work which are shown on the Drawings but not mentioned in the Specifications or materials, equipment or items required by the Specifications but not shown on the Drawings, shall be furnished and installed the same as though both shown on the Drawings and required by the Specifications. 10) Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the <u>Scope of Work</u>, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver and install only products that are already safe and compliant. 11) Contractor shall pursue with diligence the procurement of any long-lead-material or equipment required for the Work and provide the Agency Designated Representative with an anticipated and consistently updated schedule for the delivery. 12) Materials and equipment procured and installed by the Contractor shall be in accordance with Specifications and derived from the energy life cycle Cost analysis pursuant to the latest revision of A.R.S. §34-452. 13) For any Agency furnished equipment or Material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss. Agency shall deliver to Contractor a complete list and respective values of such Materials or equipment and make an equitable adjustment to the contract amount for any increase in Cost of Builder's Risk insurance. 14) Contractor shall provide and install weather-tight or temporary enclosures for protection of in progress and completed construction Work from exposure and weather. Contractor shall remove protection when no longer needed. 15) Contractor shall store Materials in their original packaging with any and all seals and labels intact and visible. 16) Contractor shall remove Agency-salvaged items with care and in a workmanship-like manner and deliver items not being reinstalled, ready for use, to a nearby area as instructed by the Agency Designated Representative.
11.35 Liquidated Damages	The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract time. Time limits stated in the Contract are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. Any Contractor delay beyond Substantial and Final Completion dates shall be subject to liquidated damages. Liquidated damages shall be assessed as detailed in the <u>Special Terms and Conditions</u>.
11.36 Life Cycle Cost Analysis	Upon the request of the Agency, the Contractor shall perform Life Cycle Cost Analysis (LCCA) to evaluate alternative Materials and systems by preparing an economic assessment of all significant Costs of ownership over the economic life.
11.37 Management and Supervision of the Work, Contractor Service	Contractor shall bear the primary responsibility for the management and supervision of the Work for Design. At a minimum, the Contractor shall regularly consult with the Agency and receive any and all necessary Agency approvals; provide updated Cost estimates and gain approval for any Material changes to Cost estimates through a Change Order prior to incurring those Costs; thoroughly research all the design elements upon which the Work relies; attend meetings related to the Work; communicate fully with all Contractors, as necessary and appropriate; and provide the Agency with regular reports on the status of the Work.
11.38 Meeting Minutes	Contractor or Agency authorized Contractor substitute, shall attend and draft complete minutes of each Project design and construction meeting between Contractor, Agency and Design Professional, and submit them to Agency for approval within five (5) calendar days after each Project conference.
11.39 Observations	Contractor observations shall be for the purpose of ascertaining the progress of the Work, to include but is not limited to, the character, scope, quality and detail of construction (including workmanship and Materials) compliance with the design expressed in the Contract Documents, directives of the Agency Designated Representative, approved product data and samples and clarification drawings. Observations shall be separate from any inspections which may be provided by the Agency. Any Agency provision of inspection services, if any, shall not relieve Contractor of its responsibilities under this Contract.



3/12/20 Rev1

11.40 Outline Specifications	1) Contractor shall outline specifications with a detailed description of all building components and systems shall include: a) An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type. b) All technical sections in outline specification format (Part 2 of a narrow scope CSI specification). 2) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any Subcontractor.
11.41 Pre-Bid Conference Site Visit	Agency's Procurement Officer may conduct, and Construction Contractor and its Subconsultants and/or Subcontractors may attend and participate in pre-bid conferences and pre-bid Site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by the Agency's Procurement Officer during these conferences and Site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents
11.42 Preconstruction Conference	Agency may conduct a Preconstruction conference after Contract award and before Construction Contractor starts Work at the Project Site. Conference discussion will establish the lines of communication among the parties as to the Work, coordination of Work, and procedures and handling of the Schedule of Values, Shop Drawing and other submittals, Construction Schedule, and Payment Application processing. The Construction Contractor, Construction Contractor's Superintendent, and Construction Contractor's designated safety officer shall attend the Pre-Construction Conference. The Design Professional shall attend if requested by Agency.
11.43 Program and Budget Review	Agency will furnish the Project program to Contractor at the start of Schematic Design. Contractor shall evaluate the Project's programmatic requirements, promptly call attention to any discrepancy contained therein, and request direction from the Agency's Designated Representative.
11.44 Project Close Out	Contractor shall submit Project Close Out documents as listed in Exhibit M in appropriate quantities as indicated in the Contract Documents to the Contractor. Contractor shall ensure documents are complete and accurate and provide written acceptance to the Agency. Contractor shall not submit final Application for Payment until documents are accepted by the Agency.
11.45 Proposed Change Order Review	During performance of Construction Phase Services, the Agency shall review Contractor's proposed Change Order(s) for fairness of pricing and make recommendations to the Agency on fairness of pricing for the Materials and Work. Any Contractor proposed Change Order shall include the estimate of Cost and of probable effect of delay on progress of the Work if any.
11.46 Proprietary Specifications	1) Under A.R.S. § 34-104, if a Contractor or the Agency includes bidding, contracting, or purchasing specifications that are proprietary to one supplier, distributor, or manufacturer, then the details of the essential characteristic of that product will be included in the <u>Special Terms and Conditions</u> with a statement indicating that the Contractor shall consider alternative products which have the aforementioned desired essential characteristics. 2) Design Professional shall consider, and provide recommendations to the Agency to either approve or reject, any and all alternative product proposals that are submitted at least eight (8) days prior to the deadline for receiving bids for this Solicitation. If any alternative product proposal is approved, the Design Professional shall modify the bidding documents to include the alternative product proposal by the end of the fifth day prior to the deadline for receiving bids and publish the documents that same day. If the Design Professional considers rejection of any alternative product proposal, the Design Professional shall provide the Agency with notice of that rejection, including the details of the alternative product proposal, prior to the deadline for receiving bids. 3) No modification shall be made without the approval of Agency.
11.47 Quality Assurance	The Contractor shall have a well-coordinated internal Quality Assurance program for review of documents, plan check, and incorporates the Agency's



	drawings and specification requirements to assure consistent submittal to Statutory Review.
11.48 Recalls	The Contractor shall provide the Agency with timely notice of any recall notice, technical service bulletin, or other important notification affecting the Work. (collectively, "recalls" hereinafter). Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on Agency's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.49 Recovery of Work Effort	At any time, the Contractor presents a Work Progress Schedule and the forecast indicates the Contractor will not finish critical path or milestone Work within fourteen (14) days of the time originally scheduled for completion of the Work (potentially causing a delay of the Substantial Completion date), the Contractor shall provide a new recovery plan for Work to the Agency Designated Representative. The Contractor new recovery plan for Work shall address at a minimum additional efforts for concurrent operations, logic and sequence changes, additional manpower, additional shifts, or overtime work at no Cost or extension of time for Substantial Completion to the Agency. Upon approval of the Agency Designated Representative the recovery plan for Work will become the updated Work Progress Schedule.
11.50 Record Documents	1) UPDATING RECORD DOCUMENTS. Design Professional shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. Design Professional shall be responsible for updating the Record Documents for any addenda, Change Orders, Contractor supplemental instructions and any other alterations to the Contract Documents generated by Contractor or Agency. 2) MAINTAIN AT SITE. Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence and provide Agency and Contractor access to these documents for reference and examination. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. 3) MONTHLY UPDATE. Record Documents shall be updated a minimum of monthly prior to submission of a Payment Application or as otherwise directed by Agency. Contractor failure to maintain current Record Documents shall constitute cause for Agency denial of a Progress Payment otherwise due. 4) TRANSFER OF RECORD DOCUMENTS TO AGENCY. Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents prior to requesting Substantial Completion inspection with the Contractor. After review by the Contractor and acceptance by the Agency Designated Representative, one (1) electronic media copy and one (1) reproducible copy of the Record Documents shall be provided in the format designated by the Agency Designated Representative. 5) PREPARATION OF RECORD DOCUMENTS. Record Documents shall be carefully and neatly prepared by a competent drafter familiar with the Work.
11.51 Requirements at Location	1) Contractor acknowledges that the location of its Work for the Project might be inside an industrial building, institutional building, or one of various office types and classes and Contractor personnel shall conduct themselves cordially and professionally with State personnel and the public. 2) When performing the Work requires Contractor personnel to Work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for Work, visitor dress code, and other applicable rules. Agency will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions. 3) Contractor shall ensure Contractor personnel and Subconsultants and/or Subcontractors performing Work at the Project Site: a) Park in any assigned location at the Site;



	b) Have proper State or federal issued identification within their possession at all times; c) No eating, drinking, or smoking is consumed expect in designated areas. 4) Contractor shall adequately monitor and control noise levels.
11.52 Returns	1) Agency may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. 2) If Agency elects to return delivered Materials, then Agency shall pay all freight, delivery, and transit insurance Costs to return the products to the place from which Contractor shipped them, provided that, if Agency returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then Agency will not be responsible for paying freight, delivery, or transit insurance Costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.6 [Right of Offset].
11.53 Schedule of Values	Prior to the execution of Work, the Contractor shall submit to the Agency for approval a Schedule of Values (See Exhibit R) allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This Schedule of Values, unless objected to by the Design Professional and/or Agency Designated Representative, shall be used as a basis for reviewing the Contractor's Payment Applications. The Schedule of Values shall include quantities and unit prices aggregating the Contract Cost, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.
11.54 Shop Drawings, Product Data and Samples	1) The Contractor shall maintain at the Site for the Agency one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Contractor and/or Agency and shall be delivered to the Contractor for submittal to the Owner upon completion of the Work. 2) Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract. 3) The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved or other appropriate action taken by the Design Professional and/or Agency. Such Work shall be in accordance with approved submittals. 4) The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Design Professional's and/or Agency's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Design Professional and/or Agency in writing of such deviation at the time of submittal and the Design Professional and/or Agency has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's and/or Agency's approval thereof. 5) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional on previous submittals. 6) When professional certification of performance criteria of Materials, systems or equipment is required by the Contract, the Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications but shall use due care and identify and notify the Agency of any palpable errors. 7) Contractor shall submit Shop Drawings to the Design Professional and State Fire Marshall or appropriate authority having jurisdiction for any required modifications to sprinkler or alarm system Work. 8) Contractor will update to show actual conditions for Work specified and shall submit final Shop Drawings to Agency.



11.55 Special Inspections and Testing	The Agency shall recommend special inspection or testing and any retesting of the Work in accordance with the provisions of the Contract Documents if, in Agency's reasonable opinion, such inspection or testing or retesting is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing or retesting.
11.56 Specification Submittal Requirements; Contractor	1) Specifications shall be in CSI format. Each specification section shall be saved as a document file named with the corresponding Master format number (e.g., 134010.doc). 2) Contractor shall submit a list of each item of equipment and/or each system to be designated as sole source by the notation in the documents, "or equivalent (no known equivalent)". This list shall include the following information: a) Description of each item of equipment and/or each system; b) Provide estimated Cost of each item of equipment and/or each system; Agency Procurement Officer shall write determination justification as to why each item of equipment and/or each system needs to be from a sole brand name or source. c) Include brief performance specifications detailing those features which, because they are unique or state-of-the-art, or the preclude use of an alternative product. 3) Specifications shall be: a) Complete, coordinated and consistent with each other and the drawings. b) Coordinated with the Agency's General Conditions and Requirements. c) Written for a two-party Contract between the Agency and the Contractor. d) Written with open specifications for Material and equipment except in specifically permitted exceptions in conjunction with Agency Procurement Officer's approved written determination of sole brand name or source.
11.57 Statutory Review	1) The Contractor shall design and prepare the Construction Documents in compliance with all applicable laws, codes, regulations, and generally accepted engineering and design standards, and shall incorporate any and all Agency Standards where applicable to their Work. 2) The Contractor shall submit final Construction Documents for review to the Agency Designated Representative for submittal to the Statutory Review. Contractor shall verify presentation requirements for the review with the Agency's Designated Representative. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements. 3) The initial submission fee and one (1) re-review fee for submission to the Statutory Review may be paid by the Agency or paid by Contractor firm a part of a Reimbursable Expense as requested by the Agency. Any subsequent submission fees shall be paid by the Contractor firm in accordance with the Solicitation Performance Guarantee requirements. 4) Contractor shall give Agency sufficient rights and privileges to use to any and all Contractor Work in furtherance of the Scope of Work including, but not limited to, distribution and submission of Contractor Work
11.58 Structural, Mechanical, Electrical, Calculations	Contractor shall provide Agency the Project structural, mechanical, and electrical calculations upon request. Calculations shall be checked and stamped by an engineer registered in the applicable discipline.
11.59 Submittal Register	The Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Contractor reasonable time to review Submittals.
11.60 Substantial and Final Completion	1) PUNCH LIST. Contractor shall notify the Agency when the Contractor considers the Work, or a portion thereof Substantially Complete. Contractor shall submit the signed Punch List to the Agency with a request for a Substantial Completion inspection completion of the Work. The Agency shall inspect the Work and prepare a Punch List of defective, incomplete, or unacceptable Work not in compliance with the Contract Documents or items the Contractor is requesting to be deferred for completion. 2) SUBSTANTIAL COMPLETION INSPECTION. The Contractor and/or Agency shall review the request for Substantial Completion inspection of the Work and accept or reject the request stating reasons for rejection. The Contractor shall notify the Agency Designated Representative of the scheduled inspection time. Within a reasonable time after acceptance of request, Agency shall conduct the inspection to determine whether the Work, or a portion thereof, is useable for its intended purpose and is in



	conformance with the Contract Documents. If the Agency determines the Work is Substantially Complete, the Agency shall prepare a Certificate of Substantial Completion and shall include a Punch List of incomplete, defective, and unacceptable items the Contractor has not been completed as of the established date of Substantial Completion. Contractor shall pursue to correct all items on the Punch List on or before Final Completion. Failure of the Agency to include an item on the Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents. If the Agency determines the Work is not Substantially Complete the Contractor shall reschedule for an additional Substantial Completion inspection. 3) COMPLETION OF PUNCH LIST. Within thirty (30) days after the date of Substantial Completion certification by the Agency, and prior to the date of Final Completion, the Contractor shall complete all items on the Punch List. Contractor shall submit a written request to the Agency for a Final Completion inspection of the Work. The Agency shall review the Work and issue a Final Completion certification for the Work final complete in accordance with the Contract Documents. 4) RE-INSPECTION EXPENSES. Agency shall submit re-inspection expense incurred by the Contractor during any partial Substantial Completion of Work, or a portion of Work thereof and Final Completion of Work. 5) PARTIAL OCCUPANCY. The Agency may occupy or use a portion of the Project prior to Contract completion if the authority having jurisdiction over the Project authorizes the Agency to occupy the portion of the Project through issuance of a partial certificate of occupancy. The Contractor shall proceed with submission to the Agency for a Substantial Completion inspection for the portion of the Work Project prior to the Agency occupying or using a portion of the Project. 6) FINAL COMPLETION. The Contractor may submit a final Application for Payment inclusive of Waivers of Lien upon Final Completion for certification by the Agency.
11.61 Substitution of Material or Equipment	1) Contractor shall not order or install any substitute Material or equipment without the Agency Designated Representative prior written approval of the substitute. 2) If Contract is a firm fixed price, all substitution requests shall be submitted by the Contractor in accordance with the <u>Solicitation Instructions to Offerors</u> and approved by the Agency Designated Representative prior to the Bid Opening Date listed in the State e-procurement system. Prior to the Bid Opening Date, the Agency Procurement Officer issued Addenda authorizing use of the substitute shall serve as the written approval. 3) Agency Designated Representative shall review all Contractor furnished data for review to include maintenance, repair, and replacement for the proposed substitute. 4) The Agency may not approve any extension of Contract time for Contractor Project completion due to a substitute unless Agency determines the time extension is in the best interest of the State.
11.62 Supervision and Project Administration	1) The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract either by activities or duties of the Agency in the Agency's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. 2) The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. 3) Contractor shall provide project administration for all Contractor's Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of the Contractor and Agency Designated Representative. 4) Contractor's project administration includes periodic daily reporting on weather, Work progress, labor, Materials, equipment, any and all obstructions to prosecution of the Work, accidents and injuries, and transmitted no less frequently to the Agency Designated Representative than on a weekly basis. 5) The Contractor shall be responsible to the Agency for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for the Contractor.
11.63 Surplus of Materials Purchased	1) After completion of installation the Contractor shall return any unused Materials purchased under an Allowance to the supplier or manufacturer (when allowed by manufacturer) for credit to the Agency for the Cost of Work if determined economically practical by the Agency. 2) If Agency determines unused Materials are not economically practical to return, the Contractor shall dispose of Material or place in Agency storage as directed by the Agency Designated Representative.



3/12/20 Rev1

11.64 Survey Reference Points	Contractor shall be responsible for laying out the Work, shall protect and preserve the established survey reference points and shall make no changes or relocations without the prior written approval of the Agency. Contractor shall report to Agency Designated Representative whenever any monument or reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall be responsible for replacement or relocation of such reference points by a licensed surveyor.
11.65 Training	Contractor shall provide training to Agency designated personnel including operation and maintenance for all newly installed equipment or controls for the Project.
11.66 Transition	If needed, during commencement, Contractor shall attend transition meetings with any outgoing Contractors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. Agency may elect to have outgoing Contractors complete some or all of their Work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Upon the expiration or termination of the Contract, Contractor shall Work closely with any new (incoming) vendor and Agency to ensure as smooth and complete a transfer as is practicable. Agency's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor.
11.67 Unknown, Unforeseen, or Concealed Conditions	1) If conditions are encountered at the Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty four hours after first observance of the conditions. 2) It is understood that Contractor, prior to award, has inspected the site, was free to do its own tests and inspections, and in undertaking this contract, warrants that the site is suitable for construction and accepts the risk of all site conditions. 3) Any reports and Materials provided to Contractor prior to construction are for informational purposes only. However, if Contractor believes that the Agency materially misrepresented the condition of the Site then the Agency will promptly investigate such conditions. Should the Agency determine that the Site differs from the Contract Documents such that there will be a material change to Contractor's Contract Cost and/or Schedule for the performance of any part of the Work, then the Agency will recommend an equitable adjustment in the Contract Cost and/or Contract time. If the Agency determines that the conditions at the Site are not materially different from those indicated in the Contract Documents, and no change in the Contractor's Cost or Schedule is justified, then the Agency shall so notify the Contractor in writing stating the reasons.
11.68 Use of Seals; Contractors	"Seal" refers to the type of "seal" required by A.R.S. § 32-101, <i>et seq.</i> , and the rules promulgated thereunder, A.A.C. R4-30-01, <i>et seq.</i> , or any equivalent licensing body, for use on Work performed by Contractors. Contractor shall affix its Seal to any and all documents required by the Work that are incomplete without such a Seal including, but not limited to, design specifications, data, and construction drawings. Contractor will accept professional responsibility for its Work including, but not limited to, any and all information upon which its Seal is affixed.
11.69 Work Performance; Contractor	1) Contractor warrants that it has and will hire any and all design professional necessary to perform the work under this contract and that such design professionals will be highly competent and properly licensed, certified, and registered to carry out the work required under this contract. 2) Contractor warrants that all work performed by the Design Professionals hired by it shall meet the highest standards of reasonableness care and skill, ordinarily provided by highly competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances. Contractor further warrants that all work performed by such Design Professional shall be expeditious as well as prudent taking into account



	the ordinary professional skill and care expected of a highly competent engineer, architect, or other consultant. 3) Contractor agrees and understands that it shall be fully responsible to the agency for any and all acts and omissions of Contractor's Subcontracts, supplier, agents, consultants, architects, engineers, or any other designers engaged by contractor to perform work on the project together with their respective employees. 4) Contractor understands and agrees that Agent shall be the intended third-party beneficiary of any and all contacts between the contractor and all third parties, including subcontractors and designers who will perform work in connection with this project. Contractor will ensure that this requirement is incorporated in all such contracts is has with third parties.
11.70 Utilities	1) The Contractor is responsible for locating all existing utilities prior to Work. 2) Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Agency or, where the utility is produced by the Agency, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge. 3) Contract shall provide temporary heat and ventilation as required to maintain environmental conditions for installation or installed Material to meet, protect, dry, or cure conditions. Use of heating or ventilation equipment types shall be authorized by Agency Designated Representative or Design Professional. 4) Temporary lighting shall be adequate for construction and traffic conditions. 5) The Contractor, at its expense and in a workmanlike manner satisfactory to the Agency Designated Representative, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the Agency, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia. 6) Contractor temporary utilities shall fulfill any and all security, protection, and safety requirements.
11.71 Utility Shut Down and Start-Up	Contractor shall coordinate all utility shutdown and start-up required for performance of Work through the Agency Designated Representative.
12.0 Agency Responsibilities	
12.1 Access to Work Site	The Agency will provide Contractor with access to the Work Site, as necessary, for the preparation for, and review of, the Work.
12.2 Accuracy of Information	Agency may provide in the Solicitation, or by other means, any reports of investigations and tests of subsurface and latent physical conditions at the Site, and any reports of conditions that otherwise may affect Cost. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the Site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
12.3 Errors or Omissions	The Agency will promptly notify the Contractor in writing if it becomes aware of a Material error, potential error, or omission in the Work or Construction Documents.
12.4 Site Information	The Agency will provide the Contractor with basic information regarding the Site locations at which the Work will be performed. This basic information may include surveys, Site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
12.5 Communications	The Agency will facilitate communication with Contractor and other Agency contractors, as needed.
12.6 Contractor Agreements, Related Construction	The Agency will meet with the Contractor to coordinate its Work prior to finalizing a related Construction Contract. Any related Construction Contracts will be made available through the State's eProcurement system.
12.7 Promotional Materials	Agency will endeavor to timely review and respond to any written Contractor request for permission for use of photographic or other artistic representation of the Work for promotional or other professional Materials. Agency shall have



3/12/20 Rev1

	full discretion to determine whether to allow Contractor use of the representations.
12.8 Substitutions of Material	Design Professional and/or Agency shall approve any and all substitutions that would cause a change in the Work of the Contractor.
12.9 Timely Review	The Agency will endeavor to timely review and respond to any requests from the Contractor that the Design Professional deems necessary to avoid delay or modification to the Schedule.
13.0 Data and Information Handling	
13.1 Applicability	Article 13 applies to the extent the Work includes handling of any (a) State's proprietary and sensitive data or (b) confidential or access-restricted information obtained from Agency or from others at Agency's behest.
13.2 Data Protection and Confidentiality of Information	1) Contractor warrants that it will establish and maintain procedures and controls acceptable to Agency for ensuring that Agency's proprietary and sensitive data is protected from unauthorized access and information obtained from Agency or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by the Agency, or prepared by others for the Agency are proprietary to Agency, and all information by those same avenues is Agency's confidential information. To comply with the foregoing warrant. a) Contractor shall: i) Notify Agency immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; ii) Cooperate with Agency to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and iii) Notify Agency promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and b) Contractor shall not: i) Release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless Agency has agreed otherwise in advance and in writing; or ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to Agency's designated representative.
13.3 Personally Identifiable Information	1) Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other Contractors or members of the general public that it receives from Agency or otherwise acquires in its performance under the Contract. 2) For purposes of this paragraph: a) PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and b) "Protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) <i>Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information</i>. NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222



13.4 Protected Health Information	1) Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it: a) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (1) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (2) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (3) Agency's current and published PHI/ePHI privacy and security policies and procedures; b) Will cooperate with Agency in the course of performing under the Contract so that both Agency and Contractor stay in compliance with the requirements in (a) above; c) and will sign any documents that are reasonably necessary to keep both Agency and Contractor in compliance with the requirements in (a) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html
14.0 Information Technology Work	
14.1 Applicability	Article 14 applies to any Invitation for Bids, Request for Qualifications, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6): "computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
14.2 Information Access	1) SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 3) ACCESS CONTROL. Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.3 Pass-Through Indemnity	1) INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to Agency such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with Agency in enforcing that indemnity. If



	the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not. 2) NOTIFY OF CLAIMS. Agency shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from Agency, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that: a) Agency reserves the right to elect to participate in the action at its own expense; b) Agency reserves the right to approve or reject any settlement or compromise on c) reasonable grounds and if done so timely; and d) Agency shall in any case cooperate in the defense and any related settlement e) negotiations.
14.4 Redress of Infringement.	1) REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole Cost and expense and in consultation with Agency either: a) Replace any infringing items with non-infringing ones; b) Obtain for Agency the right to continue using the infringing items; or c) Modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification. 2) CANCELLATION OPTION. In every case under 14.5, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, Agency may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If Agency does cancel the Order or terminate the Contract, Contractor shall refund to Agency: a) For any software created for Agency under the Contract, the amount Agency paid to Contractor for creating it; b) For all other Materials, the net book value of the product or actual monies paid by the Agency provided according to generally accepted accounting principles; and c) For Services, the amount paid by Agency or an amount equal to twelve (12) months of charges, whichever is less. 3) EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee: a) Modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor; b) Operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or c) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
14.5 First Party Liability Limitation	1) LIMIT. Subject to the provisos that follow below and unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency's and Contractor's respective first party liability arising from or related to the Contract is limited to the lesser of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim. 2) PROVISIONS. This paragraph limits liability of any and all damages to which first party is entitled under this Contract or that comes out of performance or concerns this contract, regardless of the legal theory under which the liability is



	asserted. This paragraph 14.5 does not limit the effect of Paragraph 6.2 of this Contract. 3) PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order. 4) NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.
14.6 Information Technology Warranty	1) SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information. 2) INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued. 3) Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel. 4) ACCESS CONTROL. Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.7 Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, Agency's remedy for breach of warranty under paragraph includes, at Agency's discretion, re-performance, repair, replacement, or refund of any amounts paid by Agency for the nonconforming Work, plus (in every case) Construction Contractor's payment of Agency's additional, documented, and reasonable Costs to procure Materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the First Party Liability Limitation. If none of the foregoing options can reasonably be effected, or if the use of the Materials by Agency is made impractical by the nonconformance, then Agency may seek any remedy available to it under law.

End of Uniform Terms and Conditions

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.C. Buckeye Little League Use Agreement for Sports Fields at Earl Edgar Recreational Facility
DATE PREPARED: 02/15/22	DISTRICT NO.: 1
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Use Agreement between the City of Buckeye and Buckeye Little League relating to the use of sports fields at Earl Edgar Recreational Facility.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Over the past few decades, Buckeye Little League and the City of Buckeye have partnered to allow Buckeye Little League to use the softball and baseball fields at Earl Edgar Recreational Facility at discounted rates, however there was never a formalized written agreement. Subsequently, on May 19, 2020, Buckeye City Council approved the Buckeye Little League Sponsorship Agreement, which includes Little League providing \$5,000 annually to the City for five years or a total of \$25,000 to fund the replacement of the scoreboard at the southeast baseball field. The scoreboard was replaced later in 2020 and Little League has made their two annual payments on time with three annual payments remaining in 2022, 2023, and 2024.

This use agreement formalizes the partnership between the City of Buckeye and Buckeye Little League for use of two baseball fields, two softball fields, and the concession stand at Earl Edgar Recreational Facility and outlines the roles and responsibilities of both parties. For example, the use agreement details Little League's scheduling for use of fields, advertisements on fencing, use of the concession stand and batting cage, and the provision of materials for maintenance. The City will be responsible for maintaining the fields, providing lighting, and access to the facility and equipment, such as scoreboard controls. The agreement will be effective for a 5-year period until September 30, 2027 and can be renewed upon consent by both parties.

BENEFITS:

The use agreement will formalize the partnership that has existed for decades between the City and Little League. This partnership has and will continue to benefit countless youth in Buckeye to participate in sports programming.

FUTURE ACTION:

Staff will continue to provide updates to Council via biweekly reports. Per section 2.1.16 of the agreement, Buckeye Little League may present updates to Buckeye City Council on activities, services, and their annual operational report, which provides information on participant numbers, revenues from registration fees, including subsidies to families who income qualify, and programmatic expenses.

FINANCIAL IMPACT STATEMENT:

Section 3 of the agreement outlines the compensation Little League will provide to the City. This compensation includes the annual scoreboard sponsorship payment of \$5,000, which was previously approved on May 19, 2020 and an annual payment to the City of 10% of Little League's net revenues in excess of \$30,000 with payment due October 1 of each year.

CURRENT FISCAL YEAR TOTAL COST:

NA

FISCAL YEAR:

NA

FUND/DEPARTMENT:

NA

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

ATTACHMENTS:

[Earl Edgar Recreational Facility Map.pdf](#)

[BUCKEYE LITTLE LEAGUE.pdf](#)

Earl Edgar Recreational Facility

500 S. Miller Rd.



**USE AGREEMENT
BETWEEN THE
CITY OF BUCKEYE
AND
LITTLE LEAGUE**

THIS USE AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2022 by and between the City of Buckeye, an Arizona municipal corporation (the “City”), and Buckeye Little League, an Arizona nonprofit corporation (“Little League”), collectively the “Parties” to this Agreement.

RECITALS

A. The City owns property located at 500 S. Miller Road known as the Earl Edgar Recreational Complex (the “Property”), which contains fields and amenities for baseball and softball use.

B. Little League is a tax-exempt organization under § 501(c)(3) of the Internal Revenue Code (“IRC”) and is incorporated under the laws of the state of Arizona through its Corporation Commission as a nonprofit corporation, providing low-cost recreational baseball and softball opportunities for youth between the ages of four (4) and eighteen (18) (the “Services”).

C. The City desires to increase recreational opportunities for residents and support youth programs by supporting Little League’s programs.

D. The Parties desire to enter into this Agreement to allow Little League to access and use the Property to provide the Services upon the terms and conditions of this Agreement.

AGREEMENT

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

SECTION 1: TERM.

- 1.1 Term. This Agreement shall be effective upon the date written above and shall remain in full force and effect until September 30, 2027 (the “Initial Term”), unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 Renewal. This Agreement may be renewed with agreed-upon terms and by mutual agreement (each, a “Renewal Term”) by the City Manager subject to availability and appropriation of funds. The terms of this Agreement shall govern during each Renewal Term. Although the City has no obligation to extend or renew the Agreement, the City agrees to negotiate in good faith with Little League to renew this Agreement to coincide with the termination of the City’s separate Sponsorship

Agreement with Little League dated May 19, 2020, and terminating on September 30, 2027.

- 1.3 The City will ensure this Agreement is fully executed prior to the start of the Little League season.
- 1.4 Fields available for use by Little League under this Agreement are the two softball and two baseball fields, and the concession stand at Earl Edgar Park.

SECTION 2: RESPONSIBILITIES.

- 2.1 Little League's Responsibilities. During the term of this Agreement, Little League hereby agrees to the following responsibilities.
 - 2.1.1 Services. Little League agrees to provide Services within the City as provided for by this Agreement.
 - 2.1.2 Annual Certification. Little League agrees that participation in the League will be comprised of 75% or greater of Buckeye residents. An end-of-year report must be provided upon request to the City's Community Services Department reflecting subsidies granted from the previous season. If the zone map changes to reflect a larger area outside of the City of Buckeye Planning Area, the City may require that at least 51% of the participants be from the City of Buckeye Planning Area to continue with this Agreement.
 - 2.1.3 Registration Fees. Little League shall provide opportunities for Buckeye youth to receive subsidized registration fees based off need and household income. An end-of-year report must be provided upon request to the City's Community Services Department reflecting subsidies granted from the previous season.
 - 2.1.4 Scheduling Use of Fields. Little League shall provide a tentative schedule to the City a minimum of 60 days prior to February 1 each year to assist the City in reserving baseball and softball fields at the Property for Little League use. The City will provide first right of scheduling to Little League for baseball and softball fields at the Property Monday through Sunday from February 1 to June 30 each year. The City reserves the right to hold one weekend for a City program or event during the period from February 1 to June 30 each year. This Agreement does not provide an exclusive right of use and access to Little League, and the City may, subject to availability of fields and operational capacities, provide access to other groups, entities, or organizations desiring use of the Property.

- 2.1.5 Season Schedule, Fields and Lighting. Little League shall provide a firm schedule to the City a minimum of fourteen (14) days prior to the season start date. Lights will be scheduled by the City. Fields and lights cannot be scheduled past 10 p.m., per City Code. Extension requests may be submitted to the City's Representative or designee per City Code Section 11-2-1 a minimum of 72 hours in advance. On no more than three occasions per season, Little League may request with 72 hours advance notice for lights to be left on until 11:00 pm specifically for district tournaments.
- 2.1.6 Pre-Season Meeting. Little League shall attend a pre-season meeting with the City to be held no less than four (4) weeks before the first field reservation of the season and a post-season meeting before three (3) weeks from last field reservation. Point of contacts will be communicated by each Party during this meeting for scheduling, maintenance and emergencies.
- 2.1.7 Performance Meeting. Little League shall meet at least one time during the season, in addition to the meetings in Section 2.1.6, to discuss any issues experienced through the season with the City. The meeting will be scheduled by the City no later than April 15 each year.
- 2.1.8 Schedule Changes. Little League's President or duly appointed designee shall make diligent efforts to communicate to the City's representative any changes to the season schedule via email a minimum of 72 hours in advance of any such change, however all changes shall be made not less than 48 hours in advance.
- 2.1.9 Care of Property. Little League shall use reasonable care to keep the Property in good condition and repair including (a) chalking of fields as necessary for Services; (b) setting up and picking up bases; (c) disposing of litter and large trash items in dumpster; and (d) emptying trash near snack bar into roll-off trash cans and moving cans to curb pick-up area on Saturday after last game.
- 2.1.10 Sponsor Advertisements. Little League may advertise up to four (4) sponsors on each reserved infield fence at Earl Edgar (four (4) signs per field) on the inward-facing side of the fences facing home plate. These advertisements may be placed no earlier than one week prior to the first field reservation and shall be promptly removed by Little League following the last scheduled field reservation but no more than three weeks following the last field reservation. The Parties acknowledge that the City's recreational fields are not a public forum and that youth are the intended audience at the City's recreational fields. The Parties accordingly agree that no advertisements will be permitted by the City of any company, subsidiary, or association with (a) products or services that are prohibited or restricted by City Code or other governing laws and policies; (b) whose business is substantially derived from the sale or manufacture of tobacco products, alcoholic beverages, or sexual/adult-oriented products; (c) political

associations or candidates running for any political office; or (d) any advertisements that contain vulgar or offensive language. Little League will install all signs or banners at its sole cost and expense. City specifications are subject to change or modification.

- 2.1.11 Gates. Little League shall keep baseball gates unlocked at all times.
- 2.1.12 Keys and Equipment. Little League shall return any issued keys or other City equipment at the completion of the season at the scheduled post-season meeting. Keys shall not be duplicated and may be signed out from the Community Services Department prior to start of season at the scheduled pre-season meeting. The City will charge Little League \$200 per key for any lost keys. Little League must inform the City of missing keys within 24 hours.
- 2.1.13 Concession Stand Cleanup. Little League shall remove product and supplies in concession stand within two weeks from the completion of the season.
- 2.1.14 No Partnership. Little League shall serve as its own fiscal agent, purchasing agent, and personnel agent and nothing in this Agreement creates a partnership or joint venture with the City.
- 2.1.15 Annual Operational Report. Little League shall provide an annual operational summary to the City. The Summary Report must be delivered by September 1 of each year to the City's Community Services Director.
- 2.1.16 Council Meetings. Upon reasonable notice and request of City, Little League shall attend City Council or other City meetings to provide updates on Little League activities and Services and discuss the Annual Operational Report with staff and Council.

2.2 City's Responsibilities. During the term of this Agreement, the City hereby agrees to the following responsibilities.

- 2.2.1 Painting. City shall paint foul lines for play a minimum of two times per month. Little League can request additional painting which the City will consider based upon staff availability and budget.
- 2.2.2 Maintenance. Based on available resources City will drag the skin areas, drag and/or sweep the base paths, clean up grass lines and provide moisture control to the fields at the Property a minimum of one time per day on days that Little League has scheduled reservations. In addition, based on available resources, City will remove loose soil, repair divot areas and landing zone to pitching mounds and batter boxes weekly. City shall create and monitor work-orders for parks and facility maintenance required for the Services in accordance with this Agreement.

- 2.2.3 Field. City shall set base anchors, and home plate at the start of each season and will adjust or reinstall if base anchors or home plate are moved or damaged.
- 2.2.4 Lights. City shall schedule lights according to schedule provided by Little League pursuant to this Agreement.
- 2.2.5 Closures. City shall notify Little League by 2:00 p.m. on days that fields will be closed due to weather or unsafe conditions or other cancellations required for public health and safety purposes.
- 2.2.6 Lock Box. City shall provide Little League's representative with a lock box code that may be used throughout the season.
- 2.2.7 Alarm Code. City shall provide Little League with an alarm code for the snack bar.
- 2.2.8 Score Boards. City shall provide Little League with access to score boards and controllers. Little League to pay the City the replacement value of the controller if it is missing or damaged beyond repair during Little League's use. If in need of repair, Little League to pay for the repair costs. Little League must inform the City within 48 hours if the controller is damaged or missing.
- 2.2.9 Field Preparation. City shall provide full field prep (including chalking) for opening and closing ceremonies.
- 2.2.10 Season/Registration Advertisements. City shall allow Little League to advertise its upcoming season and registration information on the park fencing at Earl Edgar Park, facing Miller, and at Sundance Park on outside ballfield fencing from November to February each year. Banners and signs must conform to any current City standards and are limited to 1 sign per location.
- 2.2.11 Concessions. City shall allow Little League to utilize the concession stand (snack bar) at no charge under the requirements of the County permit during reserved field time under this Agreement and upon other times by mutual consent of the Parties. Little League is responsible for obtaining all required food handler permits or other required licenses. The City agrees to perform routine repairs and maintenance to the concession stand. Little League agrees to provide any necessary cleaning of the facility during its use, including mopping and washing down walls and surfaces, such as counters and shelving, to maintain the concession stand in good condition. Little League has previously installed one commercial refrigerator and one freezer which will be allowed to stay year round in the facilities; however, Little League will maintain its equipment at its sole cost and expense. The Parties

agree the City has no maintenance obligations for Little League equipment. Little League shall grant the City access to and use of the commercial refrigerator and freezer off season, with the City responsible to clean the equipment after its use to maintain the equipment in good condition. If the refrigerator and freezer require replacement during the term of this Agreement, including any renewals, the parties shall meet and confer as to how the replacement will proceed. The City reserves the right to require relocation, purchase new equipment in its own name, or take any other actions the City deems reasonable and appropriate to maintain its facilities for the benefit of the public.

- 2.2.12 The City of Buckeye is the owner of the building, as long as the building is in available and in working order, Little League may use the building. If the building is not available due to unforeseen circumstances, this Agreement is still in full force and effect for the use of fields.
- 2.2.13 The City shall be responsible for any damage done to the building from theft or other incidents, but shall not be responsible for goods and equipment stored by Little League and shall be the responsibility of Little League for replacement.
- 2.2.14 Emergencies. City shall provide Little League with a contact list for urgent parks and facility items at the annual pre-season meeting including such items as (a) If access is not available to agreed-upon facilities; (b) If lights are not on for scheduled times; (c) If there are major facility issues such as clogged toilets, and (d) For running irrigation issues including sprinklers and line breaks. Staff will make reasonable efforts to respond within two (2) hours based upon availability of staff and City resources.
- 2.2.15 Safety Inspections. City shall work with Little League to complete an annual safety inspection. Little League shall provide City with the most current Little League International inspection form to assist in such inspection. The City shall make necessary repairs if within budget and if resources are available for such repairs. If repairs are major or deemed a safety hazard and cannot be repaired in a timely manner, then the affected field(s) will be closed until they are repaired in accordance with this Agreement. Any closures of fields and subsequent compensation due as described in Section 3 will be prorated.
- 2.2.16 Temporary Policies. During Little League's rental, the City agrees to a policy prohibiting smoking, drug use, or dogs on the Property during Little League events, subject to reasonable accommodations required by law for individuals with disabilities or otherwise in need of service animals. Little League agrees to produce temporary signs indicating such policies, with text specifying that these policies are in effect during Little League events. Subject to approval by the City prior to placement, Little League may place these signs no earlier than one week prior to the first field reservation and

shall promptly remove them following the last scheduled field reservation but no more than three weeks following the last field reservation. Little League acknowledges and agrees that City will not enforce these temporary policies unless otherwise in violation of the law. Little League is required to post any such temporary signs and educate people regarding its requirements during games and events.

- 2.2.17 Batting Cage. Little League is allowed to have a batting cage in a location approved by the City on the Property, but must give City access to use during the timeframe outside of the Little League season. Little League is responsible for all repair and maintenance during the Little League season. City is responsible for any damage and/or maintenance to the batting cage while in use outside of the Little League season.

SECTION 3: COMPENSATION.

- 3.1 Little League shall make an annual contribution of \$5,000 to the City by the start of each season. Little League has entered into a separate Sponsorship Agreement to install a new scoreboard which satisfies this annual contribution for the Initial Term of this Agreement.
- 3.2 In addition to 3.1 Compensation, Little League shall pay the City 10% of net revenue earned in excess of \$30,000 annually. Total contribution will not exceed \$10,000 annually unless so desired by Little League, and payment is due October 1 of each year.
- 3.3. After the Sponsorship Agreement has been terminated, annual contributions of \$5,000, or a newly negotiated amount, made by Little League will be used for park improvements at the Earl Edgar Park Facility as determined by the City after receiving input from Little League.
- 3.4 Taxes. Little League will promptly pay all taxes and assessments and fees, as they become due and payable, that may now or during the Term or any Renewal Term of this Agreement, be imposed on Little League. Personal property taxes, if any, are and shall remain the sole obligation of Little League. City has no obligation to pay any taxes on behalf of Little League.
- 3.5 Little League Materials. Little League agrees to purchase the following items annually, which must be coordinated and approved by the Parks Manager prior to purchase:
- 3.5.1. Purchase 1 pallet of chalk to line the fields
 - 3.5.2. Purchase 1 pallet of paint for foul lines
 - 3.5.3. Purchase 1 pallet of hill topper for baseball Agreements
- 3.6 City Materials. City agrees to supply:

3.6.1 A small amount of Turface to keep on hand for use by Little League by volunteers that have been briefed by the City.

3.6.2 Additional supplies as required for the successful execution of the League in accordance with this Agreement.

SECTION 4: TERMINATION.

4.1 Termination for Convenience. City and Little League reserve the right to terminate this agreement or any part hereof for its sole convenience with 90 days written notice.

4.2 Termination for Cause. City may also terminate this Agreement or any part hereof with fifteen (15) days' written notice for cause in the event of any default by Little League, or if Little League fails to comply with any of the material terms and conditions of this Agreement. By way of example and not limitation, unsatisfactory performance as determined by City and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this Agreement for cause. In the event of termination for cause, City shall not be liable to Little League for any Agreement after the issuance of written notice, and Little League shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination. In the event Little League is in violation of any Federal, State, County or City law, regulation or ordinance, City may terminate this Agreement immediately upon giving written notice by mail with deliverable verification to Little League.

4.3 Compensation Due Upon Termination. In the event City terminates this Agreement or any part of the Services provided herein, City shall notify Little League in writing ("Written Termination"), and immediately upon receiving such Written Termination, Little League shall discontinue advancing the Services under this Agreement. The Agreement to be paid shall be mutually agreed upon by Little League and City, based on the agreed Scope of Services and the actual direct costs incurred by City to the date of such Written Termination. Little League shall make this final payment within sixty (60) days after the City has delivered the last of any partially completed items.

SECTION 5: TERMS AND CONDITIONS.

5.1. Indemnification. To the fullest extent permitted by law, Little League, its successors, assigns and guarantors, shall indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees for, from and against all damages, losses, and expenses including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, to the extent caused by or resulting from any negligent act or omission of Little League in providing the Services or work performed under this Agreement including, but not limited to, the negligent acts or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts Little League may be liable

including any injury or damages claimed by any of Little League's and subcontractor's employees. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by City, which approval shall not be unreasonably withheld or delayed. It is agreed that Little League's indemnity obligations under this Agreement are triggered only if Little League has notice of the allegations, demands, proceedings, suits, actions, claims, damages, losses or expenses contemplated above. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.2 Insurance.

5.2.1 Commercial General Liability. Little League shall maintain "occurrence" from Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured.

5.2.2 Worker's Compensation. When applicable, Little League shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Little League's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5.2.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

5.3 Applicable Law; Venue. In the performance of this Agreement, Little League shall abide by and conform to any and all laws of the United States, State of Arizona and the City, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the state of Arizona and suit pertaining to this Agreement may be brought only in courts in the state of Arizona.

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

On behalf of Little League:
 BUCKEYE LITTLE LEAGUE, an Arizona nonprofit corporation
 PO Box 1042
 Buckeye, Arizona 85326
 Attention: Marylu Lopez, President
 Phone: (818) 266-6667

On behalf of City:
 CITY OF BUCKEYE
 530 East Monroe Avenue
 Buckeye, Arizona 85326
 Attention: Roger Klingler, City Manager
 Phone: (623) 349-6997

With a copy to: Gust Rosenfeld P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attention: Shiela Schmidt, City Attorney
 Phone: (602) 257-7432

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

- 5.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement.
- 5.6 Force Majeure. Neither party will be liable for any delay in performance or any failure in performance caused in whole or in part by reason of force majeure, which will be deemed to include the occurrence of any event beyond the control of the parties, including, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action

of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm, epidemic, pandemic, or act of God.

- 5.7 Severability. If any provision of this Agreement, or any application thereof to any person, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, will not be impaired, and will be enforced to the fullest extent permitted by law.
- 5.8 Conflicts of Interest. The parties hereto both acknowledge that this Agreement may be subject to cancellation pursuant to A.R.S. § 38-511.
- 5.9 Availability of Funds. In accordance with A.R.S. § 35-154, the City's obligations under this Agreement are conditioned upon the availability of funds appropriated or allocated for payment of such obligation.
- 5.10 E-Verify. To the extent applicable under A.R.S. § 41-4401, Little League warrants compliance, on behalf of itself and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Little League's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and City may terminate the Agreement. City retains the legal right to inspect the papers of Little League or any subcontractor who works on the Agreement to ensure that Little League is complying with the above-mentioned warranty.
- 5.11 Authority to Execute. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement.
- 5.12 Counterparts. This Agreement may be executed in one or more counterparts, and each executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
- 5.13 Subcontractors. During the performance of this agreement, Little League may engage such subcontractors, as approved by the City, as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Little League.
- 5.14 Audit. City may audit all of Little League's records, calculations, and working documents pertaining to the subject matter of this Agreement at a mutually agreeable time and place.

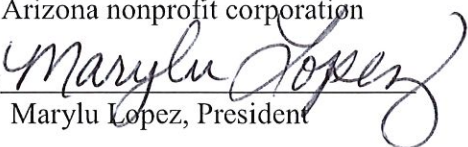
- 5.15 Withholding of Access and Use. If through any cause, Little League fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Little League shall violate any of the covenants, agreements, or stipulations of this Agreement, City may withhold future field use until an agreement is reached to resolve the dispute and/or terminate this Agreement, in its sole and absolute discretion.

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

LITTLE LEAGUE:

BUCKEYE LITTLE LEAGUE,
an Arizona nonprofit corporation

By


Marylu Lopez, President

CITY:

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.D. First Renewal of Art Display Agreement with Buckeye Main Street Coalition
DATE PREPARED: 02/15/22	DISTRICT NO.: All
STAFF LIAISON: Miranda Gomez, Community Services Director, mgomez@buckeyeaz.gov, (623) 349-6353	
DEPARTMENT: Community Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the First Renewal of the Art Display Agreement between the City of Buckeye and Buckeye Main Street Coalition, Inc. relating to the display of framed artwork in City facilities; authorizing the Mayor to execute this First Renewal; and authorizing the City Manager to execute any future renewals.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

In 2016, the City first approved the Art Display Agreement to promote, sustain, and cultivate public art through the display of art pieces at City Hall and the Buckeye Valley Chamber of Commerce. In 2019, Council approved the Art Display Agreement, which terminated and superseded the 2016 agreement. The 2019 Art Display Agreement had an initial term of two years and can be renewed for a maximum of three additional two-year terms for a total of eight years. This renewal is for the first of three renewal terms and will extend the 2019 Art Display Agreement to December 2023. The Art Display Agreement allows the City to display the Main Street Coalition-owned artwork painted by renowned artist Harold Lyon in various City facilities, including City Hall and the Buckeye Valley Chamber of Commerce.

BENEFITS:

Approval of the first renewal term will allow the City to continue displaying Main Street Coalition-owned art in City facilities at no cost to the City.

FUTURE ACTION:

The first renewal of three will be for a two year period and extends the agreement through December 2023. The second of three renewal terms will be brought before Council in 2023 for approval, which will extend the agreement through December 2025. The final of three renewal terms will extend the agreement until December 2027.

FINANCIAL IMPACT STATEMENT:

There is no cost to execute this agreement.

CURRENT FISCAL YEAR TOTAL COST:

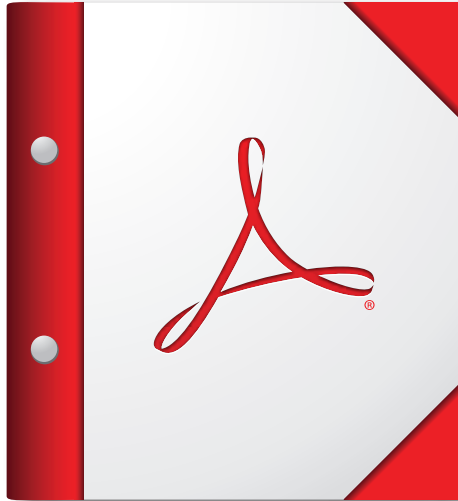
NA

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

ATTACHMENTS:

[12-3-2019 Main Street Art Display Agreement.pdf](#)

[Art Display Agreement.pdf](#)



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

**FIRST RENEWAL OF
ART DISPLAY AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND
THE BUCKEYE MAIN STREET COALITION, INC.**

THIS FIRST RENEWAL of the Art Display Agreement (“First Renewal”) is entered into this 15th day of February, 2022 (“Effective Date”), by and between the City of Buckeye, an Arizona municipal corporation (“City”), and the Buckeye Main Street Coalition, Inc., an Arizona nonprofit corporation (“Coalition”).

RECITALS

A. On December 3, 2019, the parties entered into an agreement to promote, sustain, and cultivate public art, wherein the City would display art pieces provided by the Coalition at various sites located in the City (the “Agreement”).

B. Section 3 of the Agreement established an initial term from December 3, 2019, through December 2, 2021, and allowed the parties to renew the Agreement for a maximum of three two-year renewal terms if the parties agreed in writing to renew the Agreement at least 30 days prior to the end of the then-current term.

C. The parties did not renew the Agreement 30 days prior to the end of the initial term.

D. Despite not renewing the Agreement, the Coalition continued to provide art display pieces to the City and the City continued to accept said art for display.

E. The parties desire to enter into this First Renewal to renew the Agreement for the first of the three renewal terms, effective as of December 3, 2021.

AGREEMENT

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

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

2. Renewal. The Agreement is renewed, effective as of December 3, 2021, for a renewal term of December 3, 2021 through December 2, 2023.

3. Conflicts of Interest. The parties acknowledge that this First Renewal is subject to cancellation pursuant to A.R.S. § 38-511.

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

“City”

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

“Coalition”

BUCKEYE MAIN STREET COALITION
an Arizona nonprofit corporation

By: Candis Bishop-Youngker

Name: Candi Youngker

Title: President

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.E. Buckeye Police Department / United States Marshals Service Taskforce MOU
DATE PREPARED: 02/15/22	DISTRICT NO.: ALL
STAFF LIAISON: Larry Hall, Police Chief, Lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on the Memorandum of Understanding (MOU) between the Buckeye Police Department and the United States Marshals Service; and authorizing the Police Chief to execute and deliver the MOU.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The primary mission of the MOU is to participate in a task force to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives, thereby improving public safety and reducing violent crime.

BENEFITS:

Collaboration between participating agencies and the Violent Offender Task Force (VOTF) will enable agencies and federal authorities to apprehend violent offenders. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses.

FUTURE ACTION:

This MOU is in effect once signed by Buckeye Police Department. Buckeye Police Department may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

FINANCIAL IMPACT STATEMENT:

Funding for participation will be the responsibility of the City of Buckeye PD on a reimbursable basis. Costs for services provided to the VOTF will be reimbursed by the US Marshals Service. Reimbursement request can be submitted to the District Chief Deputy according to the reimbursement terms detailed in the MOU.

CURRENT FISCAL YEAR TOTAL COST:

Current fiscal year costs will be determined based on Buckeye PD's participation in the Task Force.

BUDGETED:

No

FISCAL YEAR:

2022

FUND/DEPARTMENT:

35732121

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

ATTACHMENTS:

[Buckeye - MOU with USMS 1.24.22.docx](#)

United States Marshals Service

Violent Offender Task Force - Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the **Buckeye Police Department** and the **United States Marshals Service (USMS)** pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 56 I(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State ... [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Positions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May 1, 1995. (See also) 42 U.S.C. § 16941(a) (the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Taskforce personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Taskforce personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full-time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase, or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual over time for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement, which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp, and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES:

Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state and local investigators assigned to the VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of VOTF operations. The vehicles must be available for the exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any vehicle provided to task force officers from the agency must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government-owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state and local investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT:

Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state and local investigators assigned to the VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely to support VOTF operations. The equipment must be available for the exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the VOTF, any equipment purchased with Asset Forfeiture and provided to task force officers from the agency may be retained by the agency.

Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state and local investigators for exclusive use in support of the VOTF. If the investigator or agency is no longer a participating member of the VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Taskforce statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, including completing all necessary training and certification requirements. All members of the VOTF and their parent agencies will read and adhere to the Department of Justice Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the Task Force Officer (TFO) is inside their primary /physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA:

Media inquiries will be referred to the District Chief Deputy U.S. Marshal. A press release may be issued and a press conference held upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District:

District of Arizona

United States Marshal:

Print Name:

Signature:

Date:

Participant Agency

Print Name and Title

Signature:

Date:

Assistant Director, Investigative Operations Division:

Print Name:

Signature:

Date:

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

MEETING DATE: 02/15/22	AGENDA ITEM: 6.F. PLZV-21-00039 Verrado Victory District Phase 3C Unit 3-Final Plat
DATE PREPARED: 02/15/22	DISTRICT NO.: 6
STAFF LIAISON: Sean Banda, Senior Planner, sbanda@buckeyeaz.gov, (623) 349-6215	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a final plat of Verrado Victory District Phase 3C Unit 3, generally located on the northwest corner of Indian School Road and Exeter Boulevard within the Verrado Victory District.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

SUMMARY

PROJECT DESCRIPTION:

The applicant has requested approval of a final plat of Verrado Victory District Phase 3C Unit 3, consisting of 90 single-family lots on approximately 11.25 acres generally located on the northwest corner of Indian School Road and Exeter Boulevard within the Verrado Victory District. The associated preliminary plat was approved by the Planning and Zoning Commission on March 23, 2021. Approval of the requested final plat would enable the applicant to develop additional single-family homes in the Verrado Victory District. This request is in general conformance with the approved preliminary plat and the approved Verrado Community Master Plan. Reviewing departments (Planning, Engineering and Fire) have approved the request and the applicant has submitted a Certificate of Assured Water Supply pursuant to ARS 9-463.01.I. Requested by David Nilsen of Verrado ARC LLC.

BENEFITS:

The approval of the requested final plat would enable the applicant to develop additional single-family housing in the Verrado Victory District.

FUTURE ACTION:

NA

FINANCIAL IMPACT STATEMENT:

NA

CURRENT FISCAL YEAR TOTAL COST:

NA

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

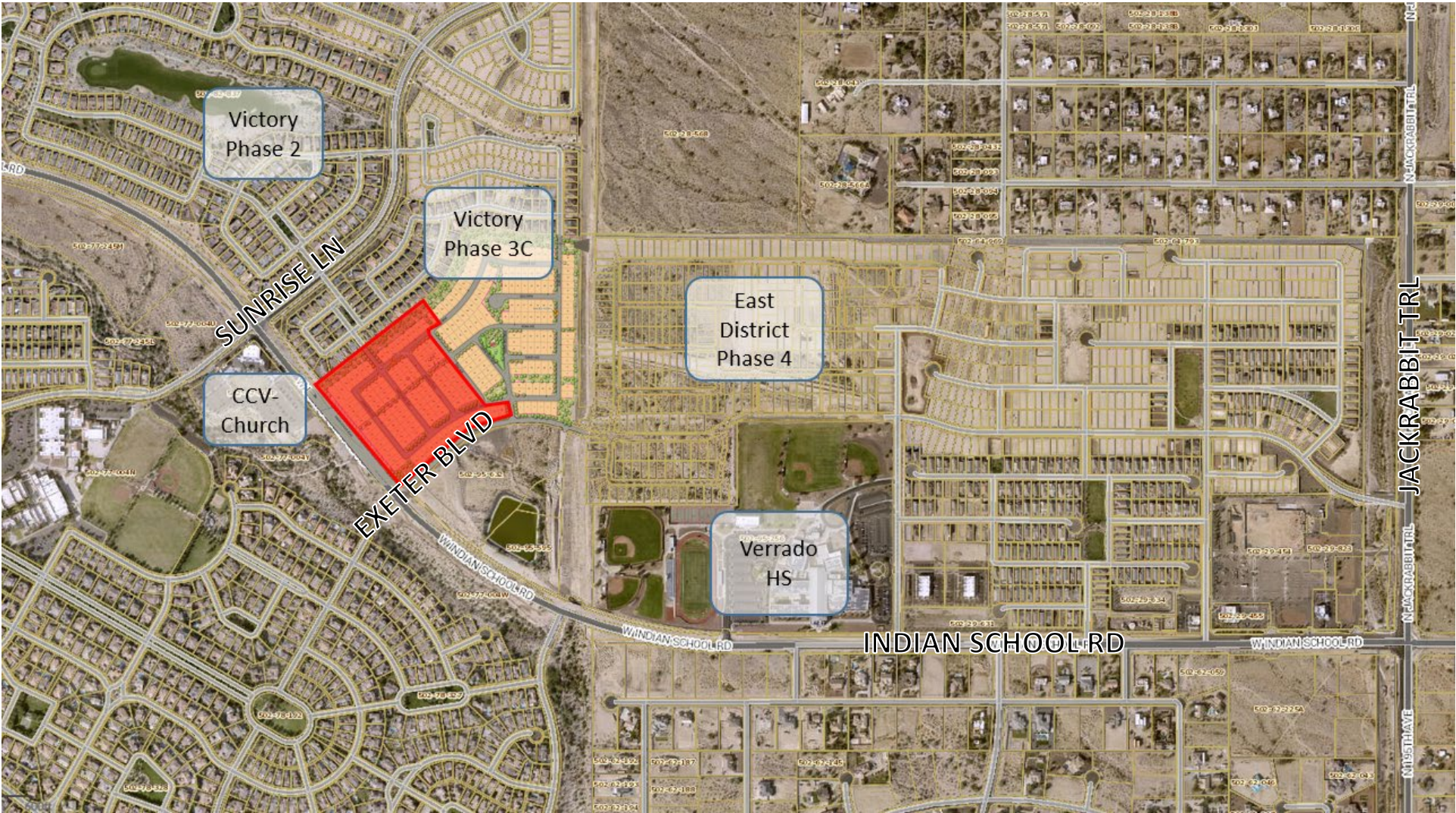
ATTACHMENTS:

[PLZV-21-00039 - Vicinity Map](#)

[PLZV-21-00039-Applicant Narrative](#)

[PLZV-21-00039-Victory 3C Unit 3-Final Plat](#)

[VerradoVictoryPh3C_Certificate_Signed.pdf](#)



1st Submittal
PLZV-21-00039

RECEIVED

1 JUN 2021



Victory District™

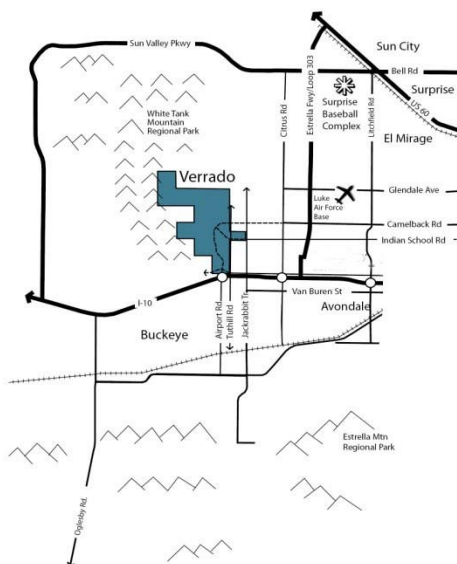
CITY OF BUCKEYE by: SS

Verrado® Victory District
Final Plat – Phase 3C, Unit 3
Narrative
PLZV-20-00026
(May 18, 2021)

Background

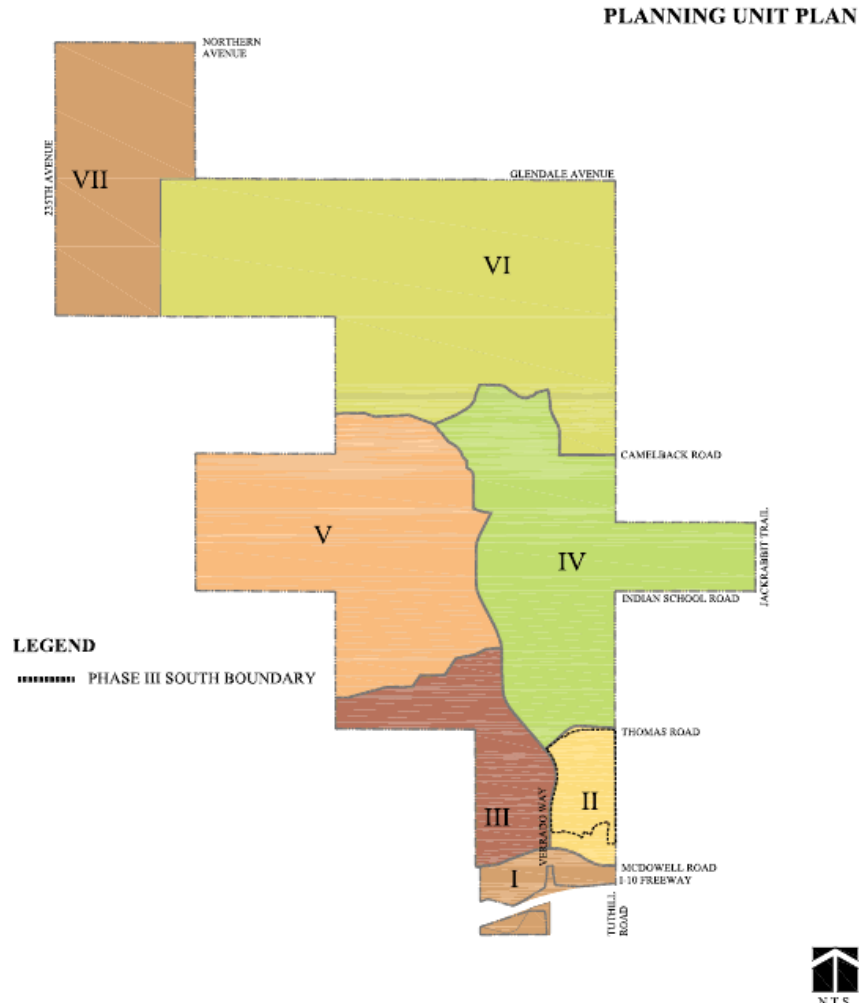
Verrado is an 8,816 acre master planned community located north and south of I-10 and east and west of Verrado Way ("Verrado") as shown on *Exhibit A*. In 1999, the City of Buckeye (the "City") approved the Pre-Annexation and Development Agreement (the "PADA") and the Community Master Plan ("CMP"), both of which provide the planning and zoning entitlement framework for Verrado.

Exhibit A



In 2004, the City approved an amendment to the CMP that added an additional sixteen (16) acres to the entitlements. The CMP, as amended, allows for a maximum of 14,080 residential dwelling units, 4,234,550 square feet of commercial/mixed use and 1,000 resort rooms. A Land Use Budget allocates these densities/intensities throughout the 8,816 acre property into seven (7) Planning Units as depicted in *Exhibit B*.

Exhibit B



Description of Request

The purpose of this submittal is to request the approval of the Final Plat for Phase 3C, Unit 3 of the Verrado Victory District ("Victory"). Planning Commission approved the Preliminary Plat for Victory Phase 3C, Units 1, 2 and 3 on March 23, 2023. The proposed final plat consists of approximately eleven (11) acres and is located at the northwest corner of Indian School Road and Exeter Boulevard (the "Property") as shown on *Exhibit C*. The parcel lies

south of the platted Phase 3A and 3B parcels and abuts the Tuthill Channel along its easterly boundary.

The Final Plat will create ninety (90) residential lots and multiple private tracts that will be utilized for neighborhood parks, trails and other such uses. The overall parcel will be final platted and developed in three (3) separate phases called: Unit 1, 2 and 3. Each phase will be based on construction sequencing, maintaining two points of access and properly functioning utilities (wet and dry) from phase to phase.

Overall, Phase 3C has three (3) points of access: southerly access from Exeter Boulevard, and two northerly access points from the platted and constructed Phase 3A and 3B parcels. The final engineering design plans for Exeter Boulevard have been approved by the City of Buckeye and the Map of Dedication has been recorded. Construction of Exeter Boulevard to commence once the plans have been approved.

Streets in Phase 3C will be thirty-two (32) feet in width with a five foot attached sidewalk on one side only. A trail system will traverse through this subdivision and will connect with the existing trail system within the Tuthill Channel corridor.

Exhibit C



Background Victory District

The Victory District is in the area northern portions of Verrado located north of Indian School Road. Victory is an area in Verrado that is exclusively for active adults. This represents a unique opportunity to create a convergence of complementary lifestyles which will add to the diversity and charm of Verrado. The Victory District has been planned with an emphasis on the following features:

1. Connectivity/Exclusivity in Balance
2. Emphasis on a safe and connected path and trail system within Victory which connects to Verrado and adjacent regional parks
3. Public play Golf Course
4. Age-Restricted Community Center which will be the hub of Victory and include uses such as a fitness center, pools, multi-purpose gathering spaces, kitchen, outdoor gathering spaces, tennis, pickleball and bocce courts and other such uses

5. Lifestyle programming

Consistent with planning for Verrado, DMB has conducted a significant amount of analysis and study on active adult communities with the goal of creating a place that will meet the needs of the active adult population, but also which will seamlessly blend into the community of Verrado. While Victory will have its own personality and qualities, separate and apart from the rest of Verrado, it will complement and blend so as to create the sense that you are still in the same place and that the community has developed organically over many years and phases. It will also be a place where all types of housing are available and individuals can live here from the first time homebuyer, to families to older adults.

Current Site Conditions

The Property is currently undeveloped and consists of either undeveloped desert and/or areas of disturbed desert. Disturbed areas were utilized as part of the Caterpillar proving grounds operation, which ceased operations approximately 30 years ago.

Current General Plan Designation

The entire 8,816 Verrado property is designated as *Master Planned Community* in the City of Buckeye General Plan (ratified by voters May 20, 2008) as shown in ***Exhibit E***. Additionally, portions of the Verrado property are shown as Floodway Transition Areas. The updated Planning Unit Drainage Plan and Update to the Master Drainage Plan submittal addresses any drainage issues related to this land use designation.

Exhibit E



Current Zoning Designation

Verrado is zoned Planned Community District ("PC") with an approved CMP and PADA as noted above. The CMP identifies several Development Options, which specify allowed uses and development criteria. In accordance with the CMP, Development Options are chosen at the time of preliminary plat approval. Development Options for the Phase 3C Preliminary Plat will be identified on the plat.

Planning Unit Plans

The CMP requires that a Planning Unit Environmental Design Plan ("PUEDP") be approved by the Planning Director. The purpose of the PUEDP is to provide more specificity in terms of generalized character of the area to be developed. The PUEDP addresses site conditions, paths and trails, public facilities, landscaping themes, signage, and lighting. Additionally, plans for drainage, water, sewer and transportation will be submitted concurrently with the final plats to ensure compliance with CMP requirements. A PUEDP for Victory has been approved.

The Victory District is located within two (2) planning units including Planning Units IV and VI.

Surrounding Vicinity Information

	North	South	East	West
Existing Use	Developed – Phase 3A & 3B	Undeveloped – Future Park	Tuthill Channel	Developed
Existing Zoning	PCD	PCD	PCD	PCD
Planning Unit Plan Designation	PU IV and VI	PU IV	PU IV	PU V
Verrado “Districts”	Victory	Main Street	Victory	Main Street

Water Management Plan

EPCOR Water¹ is the water service provider for Verrado. Zone 3 water systems will be extended from Exeter Boulevard to service the Property. Water storage will initially be provided by the Zone 3 South Reservoir. EPCOR Water will initiate the design and construction of the Zone 3 North Reservoir in the near future.

Wastewater Management Plan

EPCOR Water is also the wastewater service provider for Verrado. The wastewater distribution systems will be extended to service the Property from the proposed Tuthill sewer trunk line that directs the wastewater to the existing wastewater reclamation facility, located north of McDowell Road adjacent to the Tuthill Road alignment.

Fire & Police Protection

Fire, Police and emergency services are provided by the City. The Verrado Fire Station 703 is located approximately 2½ miles to the south of the Property at 2582 North Verrado Way. Station 703 is a joint fire/police station that was partially funded by Verrado through the donation of land as well as cash donation as specified in the PADA.

Impact on Local Schools

¹ EPCOR is a private utility provider service to Verrado and other areas in Maricopa County.

The Property is located within three (3) school districts including 1) the Litchfield Elementary School District, 2) the Agua Fria Union High School District, and 3) the Saddle Mountain Elementary School District. The proposed Preliminary Plat is in compliance with land use intensities allowed within the land use budget and further, will not impact the school districts by creating a need for additional schools because the project is age restricted. As part of the preliminary plat process, the districts will be notified of the proposed Preliminary Plat.

Transportation/Roadways

Exeter Boulevard, Hazelwood Avenue and 203rd Avenue provides access to Phase 3C. The residential streets have sidewalk on one side, five (5) feet in width. Local roadways will be minimum width of thirty-two (32) feet back-of-curb, with parking allowed on both sides of the street.

Development Standards

The Final Plat illustrates 90 residential lots as well as several private "tracts" that will be used for several uses including neighborhood parks, trails and drainage. The residential lots will include different lot sizes resulting in use of several Development Options including Residential Medium and Residential High categories. Below is an abbreviated summary of the Development Options with proposed lot development standards:

Development Option	Lot Size (CMP)		Min. Width & Depth		Max. Lot Coverage	
	CMP	Prop.	CMP	Prop.	CMP	
Residential High	1,000	3,200 (40 x 80)	20'	40'	75%	
Residential Medium	3,500	3,600 (45 x 80)	50% of lots within subdivision shall be a min. of 40' and 50% a min. of 45'	40'	65%	
				45'	65%	

Verrado Design Guidelines

Design Guidelines for Victory have been developed to address the unique character that will be created in this portion of Verrado. The Victory design guidelines are similar to the existing Verrado Design Guidelines that are utilized to guide the unique architectural and land planning character that has made this community unique.

Summary

The proposed Final Plat represents Phase 3C, Unit 3 of the Victory District. Victory will blend in seamlessly with Verrado, yet will be developed with its own character and qualities, which will ensure the success of the community. Overall, Victory will be internally and externally connected and will be developed with the same exacting standards as the existing portions of Verrado. The blending of different types of housing and generational housing will ensure Verrado continues to lead in creating a true mixed-use and sustainable community.

\\dmbcofs1\DMBCorp_Entitlements\Verrado\ARC\subdivisions\pre plats\Phase 1a\pre application\Narrative Report 001.docx

FINAL PLAT
FOR
"VERRADO VICTORY DISTRICT - PHASE 3C, UNIT 3"
SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE UNDER ITS TRUST NO. B176 ("TRUSTEE"), AS OWNER OF THE LAND DESCRIBED HEREIN, HAS SUBDIVIDED UNDER THE NAME OF "VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 3" SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE FINAL PLAT OF SAID "VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 3" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT OWNER, HEREBY DEDICATES TO THE PUBLIC FOR USE AS SUCH THE PUBLIC STREETS AND PUBLIC EASEMENTS AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT (VICTORY DISTRICT) RECORDED AS DOCUMENT NO. 2013-1046384 M.C.R. AS SAME MAY BE AMENDED FROM TIME TO TIME (THE "DEMA") INCLUDING THE TERMS AND CONDITIONS OF CERTAIN EASEMENTS AND RIGHTS RESERVED FROM SUCH DEDICATION, THE TERMS AND CONDITIONS OF THE FOREGOING DEDICATION OF PUBLIC STREETS ARE HEREBY MADE SUBJECT TO THE PROVISIONS OF THE DEM A RELATIVE TO "RIGHT-OF-WAY" OR "R.O.W." AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO AS ARE SPECIFICALLY SET FORTH IN SECTION 1.1 OF THE DEM A. THE DEM A IS INCORPORATED HEREIN AS IF SET FORTH IN ITS ENTIRETY, IT IS INTENDED THAT THIS PLAT AND THE DEM A BE READ TOGETHER TO THE EXTENT OF ALL APPLICABLE PROVISIONS OF THE DEM A.

ALL AREAS DESIGNATED HEREON AS "PUE" OR "PUBLIC UTILITY EASEMENT" SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, SET FORTH IN SECTION 2.4 OF THE DEM A, AS IF THE PUBLIC UTILITY EASEMENTS WERE CREATED UNDER THE DEM A.

OWNER, HEREBY GRANTS TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION ("SW GAS"), A SEPARATE EASEMENT FOR INSTALLATION AND MAINTENANCE OF NATURAL GAS PIPELINE OR PIPELINES AND APPURTENANCES OVER, UPON, AND ACROSS ALL AREAS DESIGNATED HEREON AS PUE, OR PUBLIC UTILITY EASEMENT AND ALL TRACTS REFLECTED HEREON, BUT ONLY TO THE EXTENT WITHIN AREAS CONTEMPLATED BY THE FINAL APPROVED APPLICABLE SW GAS IMPROVEMENT PLANS FOR THE SUBDIVISION, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE GRANT OF EASEMENT RECORDED AS INSTRUMENT NO 2017-0294149, M.C.R. AS IF SAID AREAS WERE EASEMENT PROPERTY THEREUNDER

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL VISIBILITY TRIANGLE EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "VTE" OR "VISIBILITY TRIANGLE EASEMENT" AND EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.7 OF THE DEM A.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL LANDSCAPE AND SIDEWALK EASEMENT OVER, UNDER, UPON AND ACROSS EACH OF TRACTS "A-3", "B-3", "C-3", "D-3", "E-3", "F-3", "G-3", "H-3", "I-3", "J-3", "K-3", "L-3", "N-3", "O-3", "P-3", "Q-3" AND "R-3", EACH SUCH EASEMENT AREA SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.6 OF THE DEM A; SUCH TRACTS BEING DESIGNATED AS "LANDSCAPE / SIDEWALK TRACTS" AS DESCRIBED IN SECTION 2.6 OF THE DEM A.

OWNER, HEREBY GRANTS TO THE CITY OF BUCKEYE FOR THE BENEFIT OF THE PUBLIC, A PERPETUAL STORM DRAIN EASEMENT OVER, UPON AND ACROSS ALL AREAS DESIGNATED HEREON AS "SDE" OR "STORM DRAIN EASEMENT", AND EACH SUCH EASEMENT AREA SHALL BE UTILIZED ONLY FOR THE PURPOSES, AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS RELATING THERETO, AS ARE SPECIFICALLY SET FORTH IN SECTION 2.10 OF THE DEM A.

IN WITNESS WHEREOF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED DULY AUTHORIZED OFFICER. THE NAMES AND ADDRESSES OF THE BENEFICIARIES OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TRUST NO. B176 ARE SET FORTH IN THE INSTRUMENT RECORDED AS INSTRUMENT NO. 2013-1028199, M.C.R.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, THE _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, ACTING NOT IN ITS CORPORATE CAPACITY, BUT SOLELY AS TRUSTEE OF ITS TRUST NO. B176, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RATIFICATION AND APPROVAL

THE UNDERSIGNED, DULY ELECTED _____, ON BEHALF OF THE BOARD OF DIRECTORS OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION, AS REQUIRED BY THE CHARTER, RATIFIES AND APPROVES THIS PLAT AND APPROVES ALL DESIGNATIONS OF AREAS OF COMMON RESPONSIBILITY SET FORTH HEREIN.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____, THE _____ OF VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE NON-PROFIT CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE ON THIS _____ DAY OF _____, 20____

BY: _____

MAYOR

ATTEST: _____

CITY CLERK

I HEREBY CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, HAVE BEEN COMPLIED WITH.

BY: _____

BUCKEYE CITY ENGINEER

DATE: _____

I HEREBY CERTIFY THAT THIS PLAT SUBSTANTIALLY CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THAT ALL TRACTS SHOWN UPON THIS PLAT CONFORM TO THE VERRADO (FORMERLY CATERPILLAR) COMMUNITY MASTER PLAN APPROVED BY THE CITY OF BUCKEYE AND INCORPORATED BY REFERENCE INTO THAT CERTAIN PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BUCKEYE AND DMB WHITE TANK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RECORDED AS DOCUMENT NO 99-1071208, M.C.R. THE "CMP", INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE SUBDIVIDED.

BY: _____

DEVELOPMENT SERVICES DIRECTOR

DATE: _____

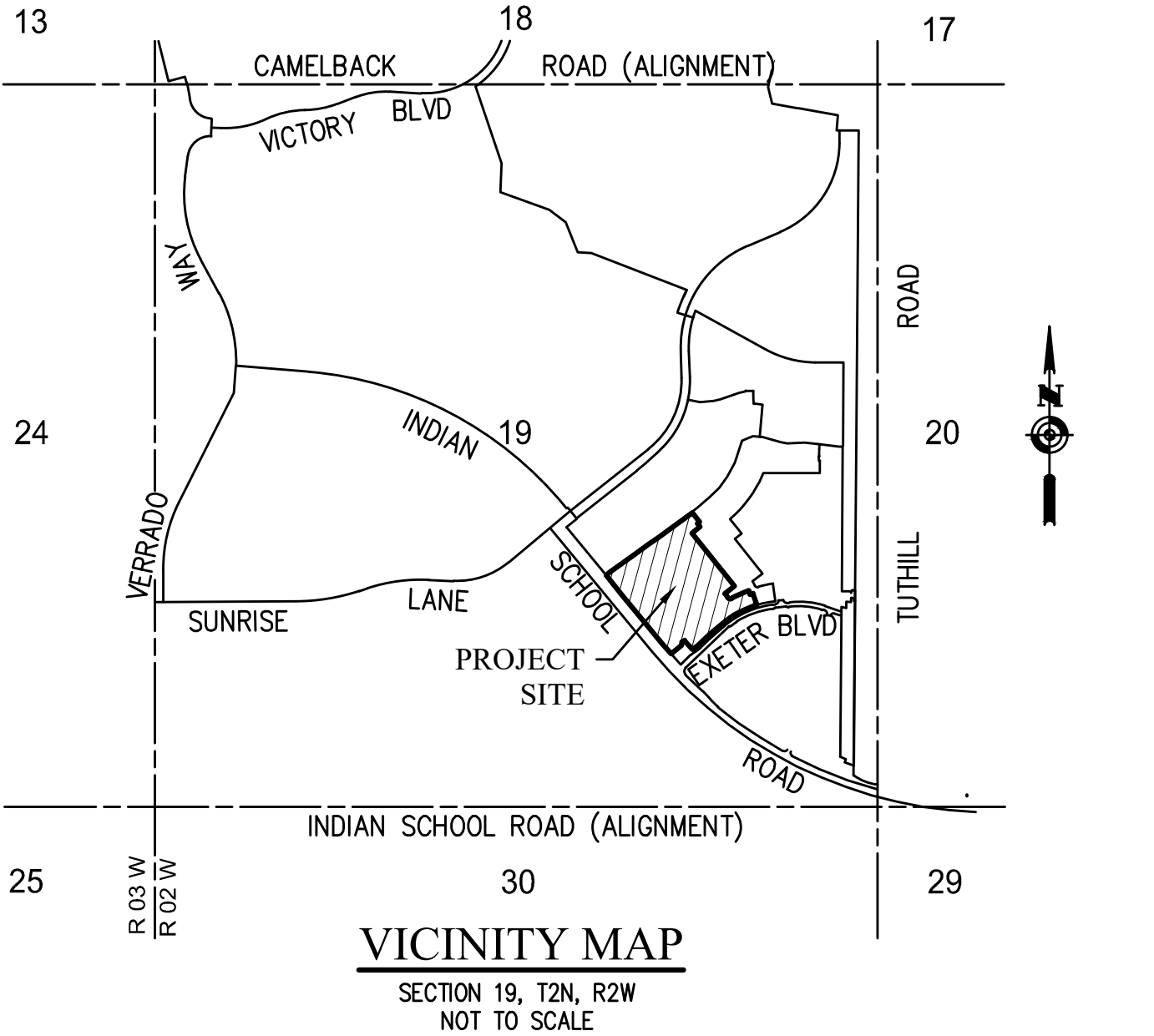
NOTES

1. THE LAND DESCRIBED HEREIN IS OR WILL BE SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS CONTAINED IN THAT CERTAIN COVENANT FOR COMMUNITY FOR VERRADO RECORDED IN DOCUMENT NO. 2003-0531387, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME, AND IS OR WILL BE SUBJECT TO THAT CERTAIN COMMUNITY CHARTER FOR VERRADO (THE "CHARTER") RECORDED IN DOCUMENT NO. 2002-1008906, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME AND IS OR WILL BE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VICTORY DISTRICT (THE "VICTORY CC&R'S") RECORDED IN DOCUMENT NO. 2014-0004847, M.C.R., AS SAME MAY BE AMENDED FROM TIME TO TIME. PURSUANT TO THE CHARTER, VERRADO COMMUNITY ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "COMMUNITY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VILLAGE" AS DEFINED IN THE CHARTER. PURSUANT TO THE VICTORY CC&R'S, VICTORY DISTRICT ASSOCIATION, INC., AN ARIZONA NONPROFIT CORPORATION (THE "VICTORY ASSOCIATION") WAS FORMED TO, AMONG OTHER THINGS, GOVERN THE USE AND MAINTENANCE OF PORTIONS OF THE "VICTORY DISTRICT" AS DEFINED IN THE VICTORY CC&R'S. ALL OWNERS OF LOTS SHALL BE MEMBERS OF BOTH THE COMMUNITY ASSOCIATION AND THE VICTORY ASSOCIATION. ALL TRACTS ARE AREAS OF COMMON RESPONSIBILITY.
2. CONSTRUCTION WITHIN UTILITY EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO WOOD, WIRE, OR REMOVABLE SECTION-TYPE FENCING AND MUST BE IN CONFORMANCE WITH THE CHARTER.
3. ALL SETBACKS SHALL CONFORM WITH THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO.
4. THE LAND DESCRIBED IN THIS PLAT IS LOCATED WITHIN THE SERVICE AREA OF EPCOR WATER ARIZONA INC. CERTIFICATE OF ASSURED WATER SUPPLY NO. ADWR# 27-701191.0000 FOR "VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 3" HAS BEEN SUBMITTED WITH THE PLAT.
5. ALL TRACTS IDENTIFIED AS AREAS OF COMMON RESPONSIBILITY SHALL BE CONVEYED TO THE COMMUNITY ASSOCIATION, AND SHALL BE MAINTAINED AS AREAS OF COMMON RESPONSIBILITY BY THE COMMUNITY ASSOCIATION AND SHALL NOT BE ACCEPTED FOR MAINTENANCE OR OWNERSHIP BY THE CITY.
6. THE LAND DESCRIBED IN THIS PLAT IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO TELECOMMUNICATIONS RECORDED AS DOCUMENT NO. 2002-1008905, M.C.R." AS SAME MAY BE AMENDED FROM TIME TO TIME.
7. REFERENCE THE "RESULTS OF SURVEY, VERRADO" RECORDED IN BOOK 602, PAGE 30, M.C.R., FOR THE DOCUMENTATION REGARDING THE BASIS OF BEARING FOR THIS PLAT, THE PROJECT BOUNDARY FOR VERRADO AND RELATED SECTION CORNER AND SECTION LINE INFORMATION.
8. ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED. BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT TIME OF CONSTRUCTION.
9. NO TREES ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA OR SIGHT VISIBILITY EASEMENT. NO OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT AREA. TREE CANOPIES OVERHANGING THE VISIBILITY TRIANGLE EASEMENT AREA AND SIGHT VISIBILITY EASEMENT SHALL BE KEPT TRIMMED TO A HEIGHT NO LESS THAN 7 FEET.
10. PURSUANT TO AND SUBJECT TO THE PROVISIONS OF SECTION 13.8 OF THE CHARTER, AN EASEMENT IS ESTABLISHED OVER THE PORTIONS OF THE TRACTS DESIGNATED AS TRACTS "H-3", "K-3", "L-3", "P-3", "Q-3" AND "R-3" THAT ARE NOT ADJOINING AN AREA SUBJECT TO A VEHICULAR NON-ACCESS EASEMENT PROVIDING PEDESTRIAN AND VEHICULAR ACCESS TO THE LOTS AND, SUBJECT TO FIRST OBTAINING ALL NECESSARY APPROVALS REQUIRED BY THE CHARTER, GRANTING OWNERS OF SUCH LOTS THE RIGHT TO INSTALL DRIVEWAY AND UNDERGROUND UTILITY IMPROVEMENTS TRANSECTING THE TRACTS.
11. THE SUBDIVISION DEPICTED ON THIS PLAT IS LOCATED WITHIN TERRITORY, IN THE VICINITY OF A MILITARY AIRPORT (LUKE AIR FORCE BASE) AND MAY BE SUBJECT TO INCREASED NOISE, ACCIDENT POTENTIAL AND JET AIRCRAFT OVERFLIGHTS, AS PER INSTRUMENT NUMBER 2001-0743413.
12. DEVELOPMENT WITHIN THIS SUBDIVISION WILL COMPLY WITH THE APPLICABLE FIRE CODES REGARDING SUPPRESSION, PURSUANT TO CITY OF BUCKEYE CODE ORD. 20-13, SECTION 903.2.8.
13. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND EXCEPT POWER LINES 69KV AND LARGER.

CMP DEVELOPMENT OPTION

ALL SETBACKS SHALL CONFORM TO THE CMP, INCLUDING ALL MAJOR AND MINOR AMENDMENTS THERETO, DEVELOPMENT OPTION – RESIDENTIAL HIGH.

PROJECT SUMMARY	
RESIDENTIAL	AREA (Acres)
LOT AREAS	8.1588
TRACTS	1.0824
RIGHT OF WAY AREA	2.0099
"VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 3" TOTAL	
11.2511 AC	



PROPERTY OWNERS

FIDELITY NATIONAL TITLE
14000 N. PIMA ROAD, SUITE 100
SCOTTSDALE, ARIZONA 85260
TEL (480) 367-7619
CONTACT: DAVE NILSEN
EMAIL: DNILSEN@DMBINC.COM

DEVELOPER

DMB WHITE TANK, LLC
6263 N. SCOTTSDALE ROAD, SUITE 330
SCOTTSDALE, ARIZONA 85288
TEL (480) 367-7619
CONTACT: DAVE NILSEN
EMAIL: DNILSEN@DMBINC.COM

ENGINEER/SURVEYOR

HUITT-ZOLLARS, INC
5050 N. 40TH STREET, SUITE 100
PHOENIX, AZ. 85018
TEL (602) 252-8384, EXT. 11304
FAX (602) 252-8385
CONTACT: DENNIS HARMON, JR., RLS
EMAIL: DHARMON@HUITT-ZOLLARS.COM

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE & MERIDIAN, HAVING A BEARING OF SOUTH 89°52'23" WEST, AS SHOWN ON RESULTS OF SURVEY RECORDED IN BOOK 602 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA.

SHEET INDEX

SHEET 1	COVER, APPROVALS, NOTES, PROJECT SUMMARY AND SITE INFO
SHEET 2	BOUNDARY & KEY MAP AND LINE & CURVE TABLES
SHEET 3	LEGEND, LOT AREA, TRACT AREA & USE TABLE, RIGHT OF WAY TABLE AND DETAILS
SHEET 4	PLAT SHEET
SHEET 5	PLAT SHEET

FLOODPLAIN INFORMATION

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 04013C1665L, 04013C2110L, AND 04013C2130L DATED OCTOBER 16, 2013 INDICATES THAT THE SITE FALLS WITHIN ZONES "AE", AND "X" (SHADED).

ZONE "AE" IS DEFINED BY FEMA AND PER THE FIRM PANEL AS FOLLOWS:
SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD; BASE FLOOD ELEVATIONS DETERMINED.

ZONE "X" (SHADED) IS DEFINED BY FEMA AND PER THE FIRM PANEL AS FOLLOWS:
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FORM 1% ANNUAL CHANCE FLOOD.

SURVEYOR'S CERTIFICATION

I, DENNIS HARMON, JR., A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON, CONSISTING OF FIVE (5) SHEETS, HAS BEEN PREPARED FROM A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MARCH 2020, AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS" ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.

DENNIS HARMON, JR., RLS
ARIZONA R.L.S. 68083

1/10/2022
DATE

HUITT-ZOLLARS

5050 N. 40th Street, Suite 100 | Phoenix, AZ 85018

Office (602) 252-5354

www.huittzollars.com

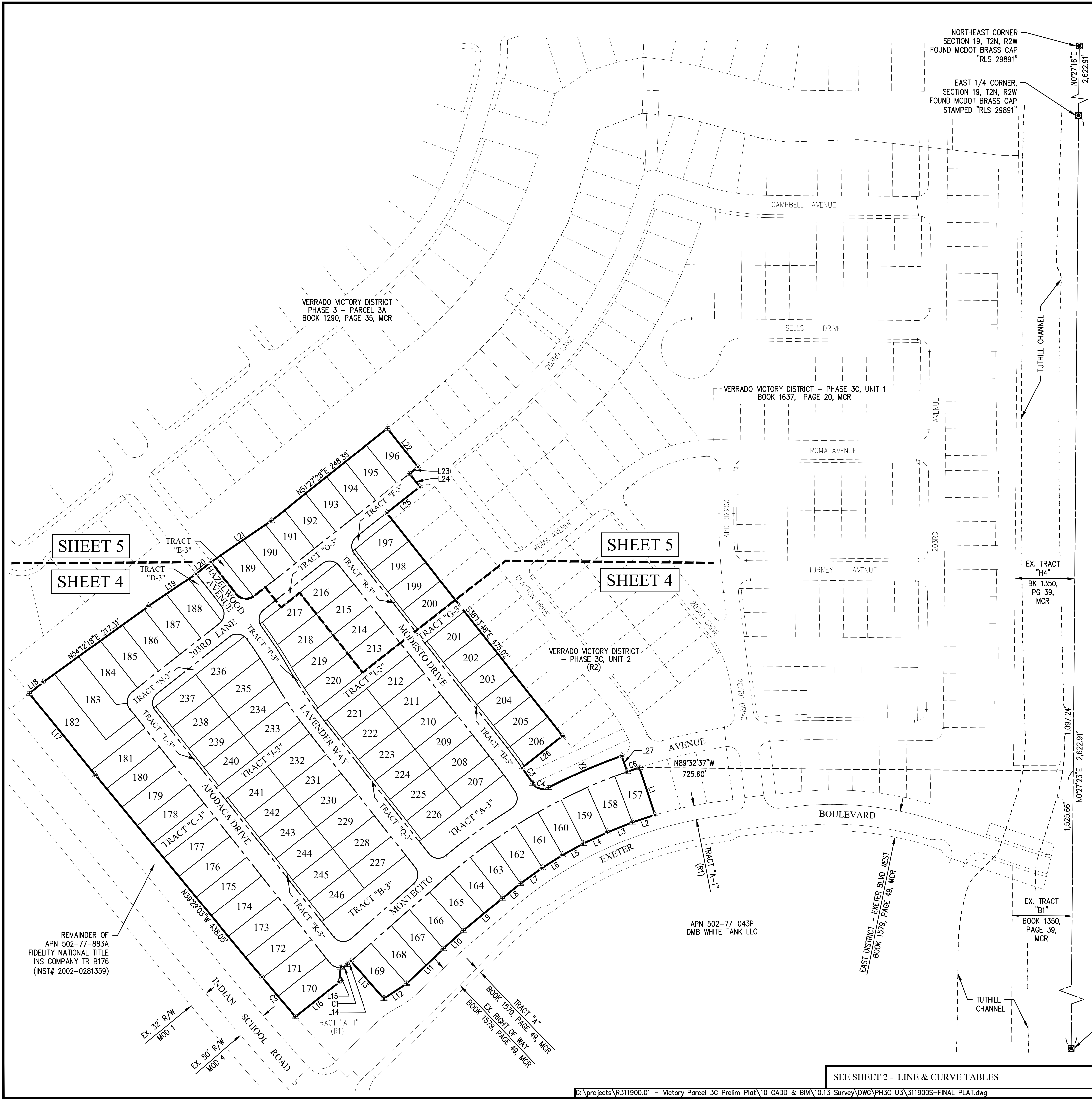
ADVANCED DESIGN™

SEE SHEET 2 - LINE & CURVE TABLES

AREA 11.2511 AC

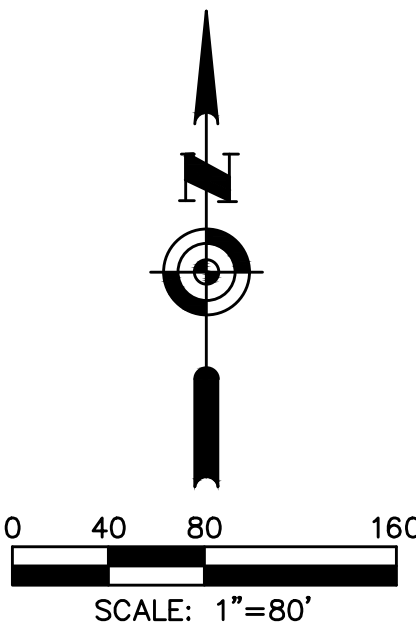
PLZV - 21 - 00039

SHEET 1 OF 5



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	83.52	S18°11'07"E
L2	39.73	S71°49'40"W
L3	44.72	S68°18'29"W
L4	44.73	S64°34'48"W
L5	39.75	S61°03'33"W
L6	39.72	S57°44'48"W
L7	44.64	S54°13'50"W
L8	39.62	S51°00'14"W
L9	84.43	S50°26'22"W
L10	45.01	S47°38'49"W
L11	85.07	S46°19'40"W
L12	45.45	S56°47'10"W
L13	83.63	S41°18'50"E
L14	8.49	S48°41'10"W
L15	25.30	N6°09'09"E
L16	92.77	S51°46'12"W
L17	175.72	N38°57'57"W
L18	29.67	N50°30'57"E
L19	96.19	N55°43'46"E
L20	32.00	N51°46'12"E
L21	121.95	N55°37'37"E
L22	82.38	S38°13'48"E
L23	18.00	S51°46'12"W
L24	28.00	N38°13'48"W
L25	70.44	S51°46'12"W
L26	86.01	S51°46'12"W
L27	28.00	S19°29'26"E
L28	105.23	N38°13'48"W
L29	18.61	S82°59'20"W
L30	84.36	N51°46'12"E
L31	163.92	N51°46'12"E
L32	193.04	N51°46'12"E
L33	63.02	S51°46'12"W

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHD LENGTH	CHD DIRECTION
C1	20.00'	34°05'40"	11.90'	11.73	N65°44'00"E
C2	2,999.00'	1°39'12"	86.55'	86.54	S40°18'39"E
C3	816.00'	2°14'45"	31.99'	31.98	N34°15'07"W
C4	20.00'	84°19'16"	29.43'	26.85	S75°17'23"E
C5	962.00'	7°57'35"	133.64'	133.53	S66°31'47"W
C6	934.00'	1°18'19"	21.28'	21.28	S71°09'44"W
C7	950.00'	21°49'24"	361.84'	359.66	S59°35'52"W
C8	800.00'	7°11'13"	100.35'	100.28	N34°38'12"W
C9	800.00'	8°06'18"	113.17'	113.07	N34°10'39"W
C10	800.00'	8°06'18"	113.17'	113.07	S34°10'39"E
C11	20.00'	90°00'00"	31.42'	28.28	S6°46'12"W
C12	20.00'	90°00'00"	31.42'	28.28	S6°46'12"W
C13	20.00'	92°24'02"	32.25'	28.87	N82°01'47"W
C14	20.00'	87°48'23"	30.65'	27.74	S7°52'00"W
C15	20.00'	90°00'00"	31.42'	28.28	N6°46'12"E
C16	20.00'	90°00'00"	31.42'	28.28	S83°13'48"E
C17	20.00'	90°00'00"	31.42'	28.28	N83°13'48"W
C18	20.00'	90°00'00"	31.42'	28.28	S6°46'12"W
C19	20.00'	91°48'20"	32.05'	28.73	N12°26'11"E
C20	934.00'	21°49'24"	355.75'	353.60	S59°35'52"W
C21	962.00'	8°03'41"	135.35'	135.24	S54°18'30"W
C22	20.00'	91°29'32"	31.94'	28.65	S83°58'34"E
C23	20.00'	86°54'58"	30.34'	27.51	N5°13'41"E
C24	20.00'	93°05'02"	32.49'	29.04	S84°46'19"E
C25	20.00'	93°05'02"	32.49'	29.04	S84°46'19"E
C26	784.00'	4°45'49"	65.18'	65.16	N35°50'54"W
C27	816.00'	5°06'03"	72.65'	72.62	N35°40'46"W
C28	820.97'	2°50'16"	40.66'	40.66	N36°48'41"W
C29	816.00'	5°54'41"	84.19'	84.15	N33°04'50"W
C30	821.00'	5°54'41"	84.71'	84.67	N33°04'50"W
C31	784.00'	8°06'18"	110.91'	110.81	S34°10'39"E
C32	779.00'	6°00'14"	81.63'	81.59	S33°07'37"E
C33	816.00'	8°06'18"	115.43'	115.34	S34°10'39"E
C34	784.00'	5°42'17"	78.06'	78.03	N32°58'38"W
C35	779.00'	0°15'43"	3.56'	3.56	S38°05'56"E
C36	15.00'	19°28'16"	5.10'	5.07	S28°29'40"E
C37	15.00'	17°16'39"	4.52'	4.51	S27°23'51"E
C38	15.00'	19°28'16"	5.10'	5.07	S28°29'40"E



HUITT-ZOLIARS

5050 N. 40th Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-5354
www.huitt-zoliars.com

ADVANCEDESIGN™

Land Planning • Hydrology • Land Development • Civil Engineering • Surveying

PLZV - 21 - 00039

SHEET 2 OF 5

SEE SHEET 2 - LINE & CURVE TABLES

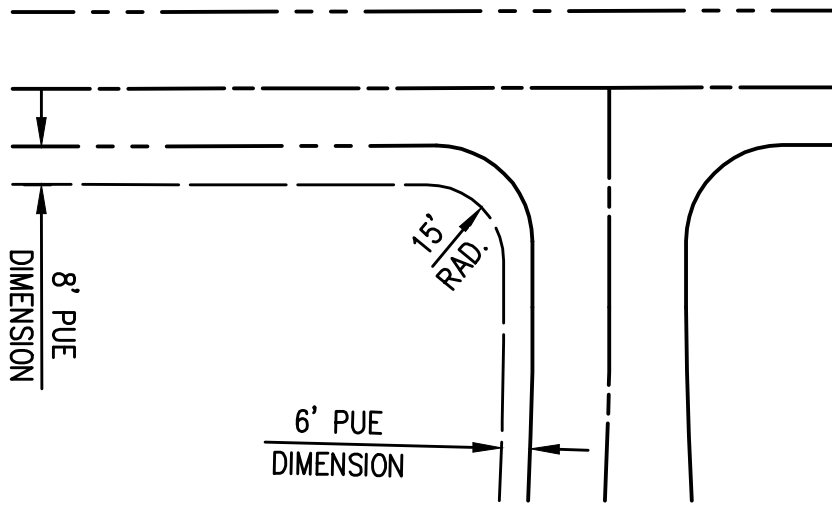
AREA 11.2511 AC

Job No: R311900.01

Date: 1/10/2022

LEGEND			
	INDICATES SECTION CORNER, AS NOTED		
	INDICATES CORNER OF SUBDIVISION SET 1/2" REBAR WITH CAP OF RLS# 68083		
	SET CENTERLINE MONUMENT. SET BRASS CAP PER MAG STD DET 120, TYPE "B" (UNLESS OTHERWISE SPECIFIED), IN CONJUNCTION WITH THE CONSTRUCTION PER THE APPROVED IMPROVEMENT PLANS.		
	EXISTING CENTERLINE MONUMENT		
C#	CURVE NUMBER	MOD1	MAP OF DEDICATION FOR VERRADO PHASE 1 SUNRISE LANE & INDIAN SCHOOL ROAD, BOOK 707, PAGE 37, MCR
L#	LINE NUMBER		
SEC	SECTION		
COR	CORNER	MOD2	MAP OF DEDICATION FOR VERRADO PHASE 1 BOOK 612, PAGE 39, MCR
FD	FOUND		
NE	NORTHEAST	MOD3	MAP OF DEDICATION FOR VERRADO PHASE 3 EAST INDIAN SCHOOL ROAD BOOK 864, PAGE 11, MCR
NW	NORTHWEST		
SE	SOUTHEAST	MOD4	MAP OF DEDICATION FOR SUNRISE LANE AND INDIAN SCHOOL ROAD BOOK 1459, PAGE 4, MCR
SW	SOUTHWEST		
BK	BOOK		
PG	PAGE	(R1)	VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 1 BOOK 1637, PAGE 20, MCR
DKT	DOCKET		
MCR	MARICOPA COUNTY RECORDS	(R2)	VERRADO VICTORY DISTRICT – PHASE 3C, UNIT 2 BOOK _____, PAGE _____
EX.	EXISTING	MCR	
ESMT	EASEMENT	LSWE	LANDSCAPE AND SIDEWALK ESMT
DE	DRAINAGE EASEMENT	SSE	SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY ESMT	VNAE	VEHICULAR NON-ACCESS ESMT
SDE	STORM DRAIN ESMT	SVE	SIGHT VISIBILITY EASEMENT
R/W	RIGHT-OF-WAY	SWE	SIDEWALK EASEMENT
S/W	SIDEWALK	VTE	VISIBILITY TRIANGLE EASEMENT
_____ EASEMENT			
_____ RIGHT-OF-WAY			
_____ LOT & TRACT LINE			
_____ CENTERLINE			
_____ BOUNDARY LINE			
_____ MATCH LINE			
_____ DENOTES EXISTING FLOODPLAIN			
_____ SECTION LINE			
① _____ MID-SECTION LINE			
_____ VISIBILITY TRIANGLE EASEMENT			

RIGHT OF WAY AREA TABLE		
RIGHT OF WAY	AREA (SF)	AREA (ACRE)
203RD LANE	16,683	0.3830
APODACA DRIVE	17,731	0.4071
HAZELWOOD AVENUE	3,027	0.0695
LAVENDER WAY	16,801	0.3857
MODESTO DRIVE	17,093	0.3924
MONTECITO AVENUE	16,214	0.3722
TOTAL	87,549	2.0099



CORNER RETURN TYPICAL DIMENSION DETAIL
NOT TO SCALE

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
157	3,466	0.080
158	3,868	0.089
159	3,857	0.089
160	3,438	0.079
161	3,466	0.080
162	3,959	0.091
163	3,582	0.082
164	3,619	0.083
165	3,925	0.090
166	3,876	0.089
167	3,494	0.080
168	4,010	0.092
169	3,908	0.090
170	4,645	0.107
171	4,134	0.095
172	4,697	0.108
173	4,741	0.109
174	4,786	0.110

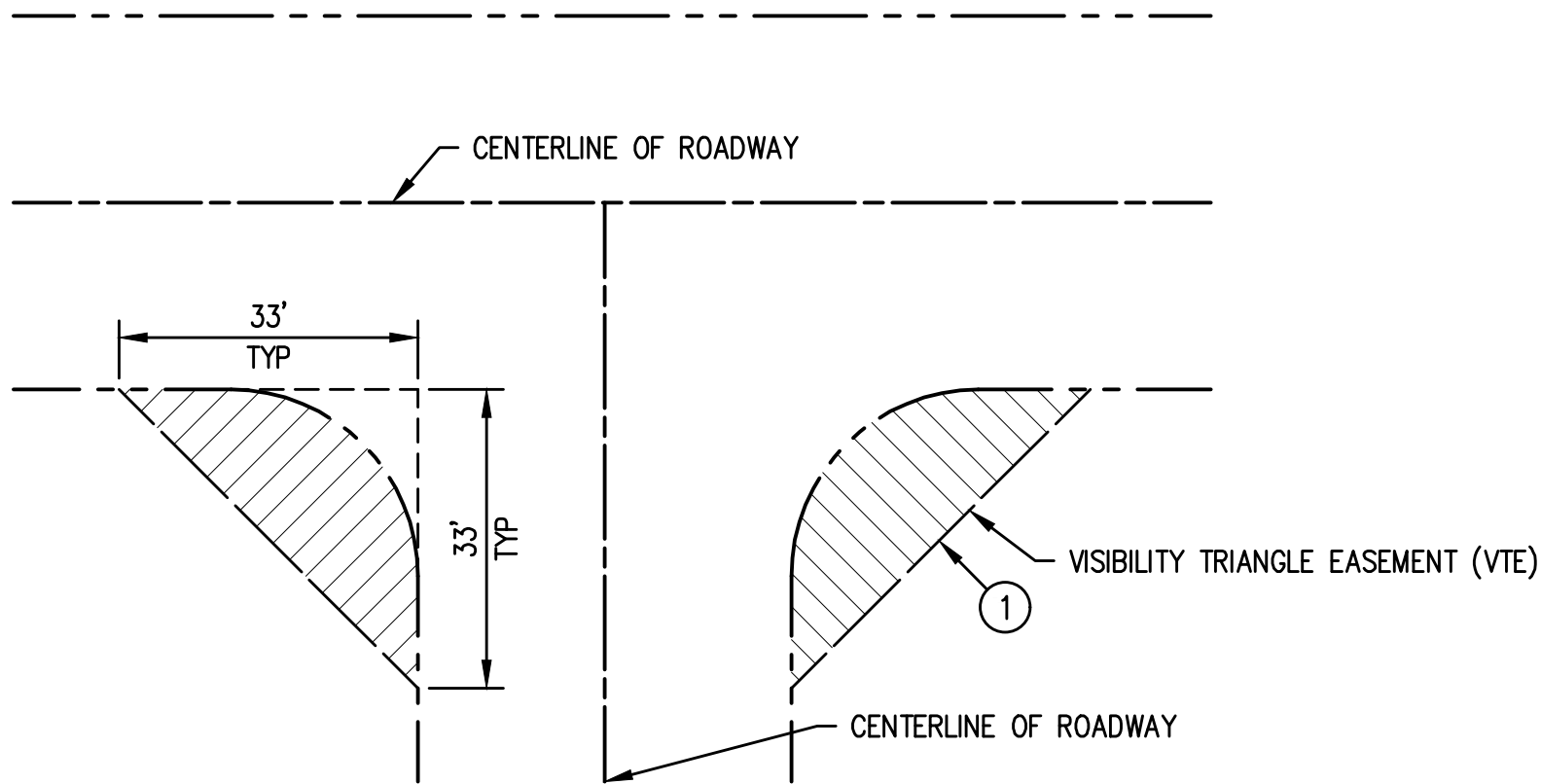
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
175	4,291	0.099
176	4,869	0.112
177	4,365	0.100
178	4,427	0.102
179	4,462	0.102
180	4,497	0.103
181	4,531	0.104
182	10,123	0.232
183	7,363	0.169
184	4,672	0.107
185	4,461	0.102
186	4,375	0.100
187	4,271	0.098
188	4,131	0.095
189	3,888	0.089
190	3,750	0.086
191	3,248	0.075
192	3,659	0.084

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
193	3,670	0.084
194	3,271	0.075
195	3,691	0.085
196	3,702	0.085
197	3,600	0.083
198	3,600	0.083
199	3,200	0.073
200	3,200	0.073
201	3,600	0.083
202	3,600	0.083
203	3,600	0.083
204	3,600	0.083
205	3,600	0.083
206	3,214	0.074
207	3,616	0.083
208	4,075	0.094
209	3,622	0.083
210	4,075	0.094

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
211	4,075	0.094
212	3,622	0.083
213	3,200	0.073
214	3,200	0.073
215	3,600	0.083
216	3,601	0.083
217	3,653	0.084
218	3,831	0.088
219	3,617	0.083
220	3,758	0.086
221	3,400	0.078
222	3,825	0.088
223	3,825	0.088
224	3,400	0.078
225	3,825	0.088
226	3,400	0.078
227	3,560	0.082
228	4,005	0.092

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
229	4,005	0.092
230	4,005	0.092
231	3,560	0.082
232	4,005	0.092
233	3,621	0.083
234	3,756	0.086
235	4,462	0.102
236	4,647	0.107
237	3,824	0.088
238	3,825	0.088
239	3,400	0.078
240	3,400	0.078
241	3,825	0.088
242	3,400	0.078
243	3,825	0.088
244	3,825	0.088
245	3,825	0.088
246	3,400	0.078

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "A-3"	8,499	0.195	DRAINAGE, LANDSCAPE & SIDEWALK
TRACT "B-3"	8,595	0.197	DRAINAGE, LANDSCAPE & SIDEWALK
TRACT "C-3"	3,297	0.076	LANDSCAPE & SIDEWALK
TRACT "D-3"	1,262	0.029	LANDSCAPE & SIDEWALK
TRACT "E-3"	1,685	0.039	LANDSCAPE & SIDEWALK
TRACT "F-3"	1,190	0.027	LANDSCAPE & SIDEWALK
TRACT "G-3"	2,125	0.049	LANDSCAPE & SIDEWALK
TRACT "H-3"	1,325	0.030	LOT ACCESS & SIDEWALK
TRACT "I-3"	4,509	0.104	LANDSCAPE & SIDEWALK
TRACT "J-3"	4,480	0.103	LANDSCAPE & SIDEWALK
TRACT "K-3"	1,300	0.030	LOT ACCESS & SIDEWALK
TRACT "L-3"	850	0.020	LOT ACCESS & SIDEWALK
TRACT "N-3"	2,745	0.063	LANDSCAPE & SIDEWALK
TRACT "O-3"	2,308	0.053	LANDSCAPE & SIDEWALK
TRACT "P-3"	854	0.020	LOT ACCESS & SIDEWALK
TRACT "Q-3"	1,275	0.029	LOT ACCESS & SIDEWALK
TRACT "R-3"	850	0.020	LOT ACCESS & SIDEWALK



VISIBILITY EASEMENTS DETAIL
NOT TO SCALE

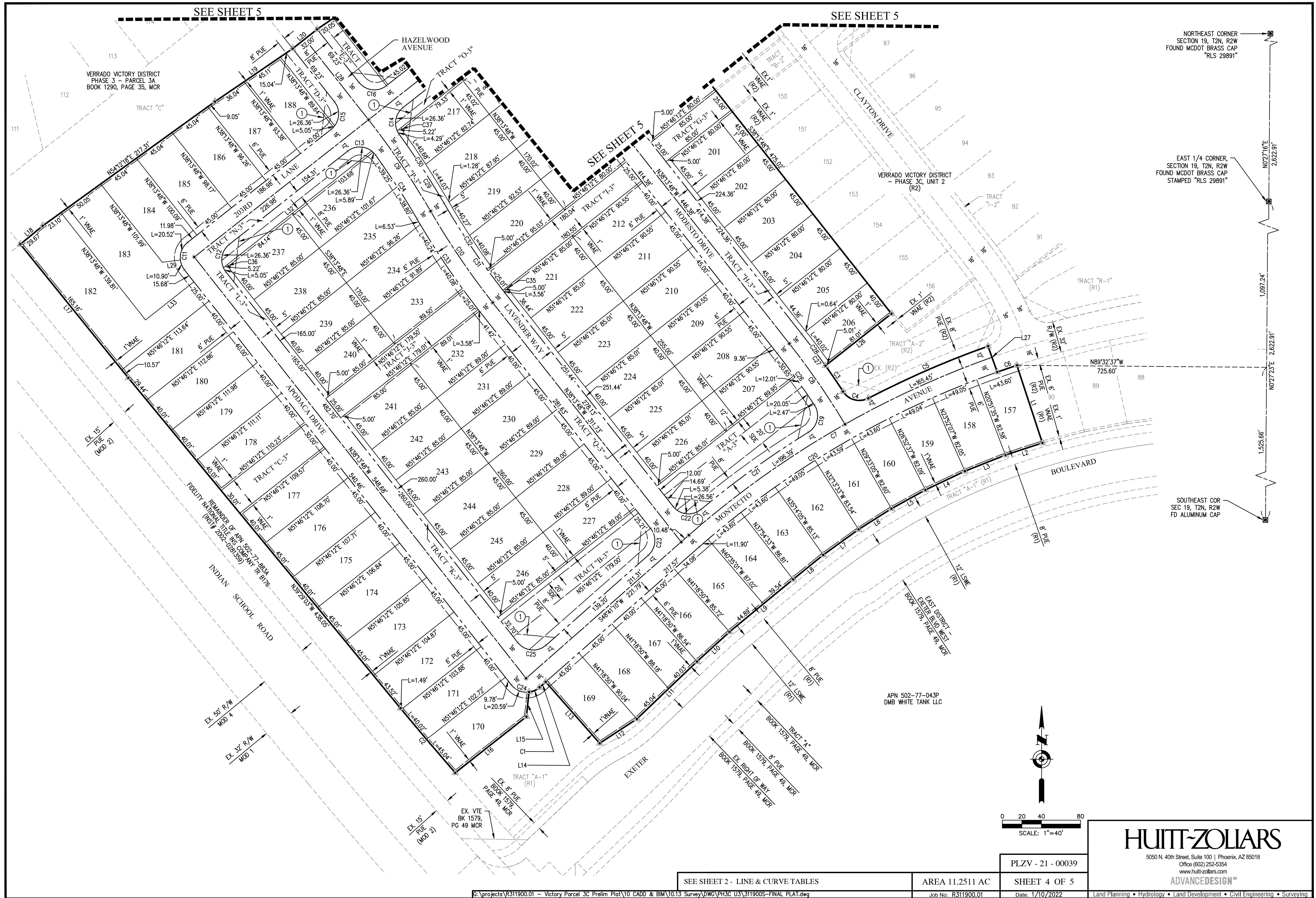
① VISIBILITY TRIANGLE EASEMENTS (VTE)

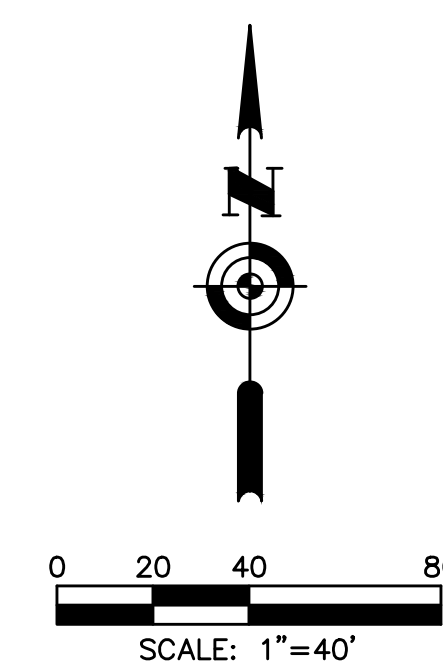
SEE SHEET 2 - LINE & CURVE TABLES

AREA 11.2511 AC

PLZV - 21 - 00039

SHEET 3 OF 5





5050 N. 40th Street, Suite 100 | Phoenix, AZ 85018
Office (602) 252-5354
www.huitt-zollars.com

ADVANCEDDESIGNSM

Land Planning • Hydrology • Land Development • Civil Engineering • Surveying

SHEET 5 OF 5

G:\projects\R311900.01 - Victory Parcel 3C Prelim Plat\10 CADD & BIM\10.13 Survey\DWG\PH3C U3\311900S-FINAL PLAT.dwg

Job No: R311900.01

Date: 1/10/2022

DOUGLAS A. DUCEY
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

Via Electronic and Certified Mail

December 8, 2021

Annie Stewart
Fennemore Craig, PC
2394 E Camelback Road, Suite 600
Phoenix, AZ 85016

**Re: Certificate of Assured Water Supply
Verrado Victory District Phase 3C Units 1-3
DWR File No. 27-701191.0000**

Dear Ms. Stewart:

The Arizona Department of Water Resources (Department) has determined that the criteria for an Assured Water Supply pursuant to A.R.S. § 45-576 and A.A.C. R12-15-701 *et seq.* have been met, and therefore the Director has decided to issue Certificate of Assured Water Supply No. 27-701191.0000, attached.

EPCOR – Agua Fria will provide water to the subdivision. The source of supply will be groundwater. The annual estimated water demand of the subdivision is 78.40 acre-feet per year for 246 lots, and the groundwater allowance for the subdivision for the 100-year period is 78.40 acre-feet. Pursuant to A.R.S. § 45-578(F), the total projected average annual replenishment obligation at build-out for each plat under the Certificate is 77.62 acre-feet per year.

The Department suggests you record your Certificate of Assured Water Supply in the appropriate county recorder's office. This will provide you with a permanent public record of the Certificate. This determination is applicable only to the persons or entities specified on the Certificate and for the plat reviewed by the Department, including non-material plat changes pursuant to A.A.C. R12-15-708.

Pursuant to A.R.S. § 41-1092.03, the Director's determination and decision to issue the Certificate is an appealable agency action. You are entitled to appeal this action. If you wish to appeal this action, you must file a written appeal within thirty (30) days from receipt of this letter. A summary of the appeal process and an appeal form are attached, should you elect to pursue this option.

Sincerely,

Carol M. Ward
Carol M. Ward (Dec 8, 2021 15:30 MST)

Carol M. Ward
Deputy Assistant Director

CMW/ncs

Page 2

Subdivision Name: Verrado Victory District Phase 3C Units 1-3

File Number: 27-701191.0000

CC: Via Electronic Mail:

CAGR D

Arizona Department of Real Estate

Arizona Corporation Commission

Arizona Department of Environmental Quality

Arizona State Land Department

**STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
CERTIFICATE OF ASSURED WATER SUPPLY**

This is to certify that

Fidelity National Title Insurance Company, a Florida corporation, as Trustee of its Trust number B176, which acquired title as Fidelity National Title Insurance Company, a California corporation, as Trustee of its Trust number B176, as to Parcel 1, Owner, and DMB White Tank, LLC, an Arizona limited liability company, as to Parcel 2, Owner,

have met the requirements of A.R.S. §§ 45-576 and A.A.C.R12-15-701 et. seq., and

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in A.A.C. R12-15-701 et seq.,

Are issued this Certificate of Assured Water Supply for

**Verrado Victory District Phase 3C Units 1-3
Township 2 North, Range 2 West, Section 19
GSRB&M Maricopa County, PHOENIX AMA**

The referenced subdivision consists of **246 lots** as described in the preliminary plat on file with the Department, and has an estimated water demand of **78.40 acre-feet per year**. The subdivision will be served **groundwater** by **EPCOR - Agua Fria**.

This Certificate is invalid as to any entity not named above.
This Certificate may be assigned pursuant to A.A.C. R12-15-705.

Certificate Number: 27-701191.0000



ARIZONA DEPARTMENT OF WATER RESOURCES

Carol M. Ward

Carol M. Ward (Dec 8, 2021 15:30 MST)

Deputy Assistant Director

12/08/21

Date

TYPE A CERTIFICATE

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 02/15/22	AGENDA ITEM: 6.G. 2022 Call of Election
DATE PREPARED: 02/15/22	DISTRICT NO.: ALL
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on Resolution No. 20-22 ordering and calling a Primary Election to be held on Tuesday, August 2, 2022, and, if necessary, a General Election to be held on Tuesday, November 8, 2022, to nominate candidates for Council Member seats for Districts 4, 5, and 6 in the City of Buckeye; designating or providing for the manner in which the City Clerk shall conduct the election; Spanish translation of election materials; and the deadline for voter registration and mailing of ballots.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

At the Primary Election, the qualified electors will vote for candidates for three Councilmember seats for Districts 4, 5, and 6 on Tuesday August 2, 2022, whose names shall appear on the ballot. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected. The General Election is called and will be held on November 8, 2022 in the event the nominated candidates do not receive a majority of votes during the Primary Election.

Ballot drop-off locations, replacement sites, early-voting sites, and voting locations will be determined by Maricopa County and the information will be provided to the public.

BENEFITS:

This Resolution serves to call the election for three Councilmember seats. The General Election is called in the event the nominated candidates do not receive a majority of votes during the Primary Election.

FUTURE ACTION:

Although not required by statute, a Call of Election will be published in local newspapers to inform the public. The Maricopa County Elections Department will be notified for contract services; ballot language and materials will be translated. Interested candidates may check out an election packet by appointment with the City Clerk. Signatures may be obtained by interested candidates. To become an official Regular Candidate, a Statement of Interest, Signature Petitions, Nomination Paper, Campaign Finance Documents, and a Financial Disclosure Statement may be officially filed with the City Clerk beginning March 5, 2022 and ending April 4, 2022 (by 5:00 p.m.).

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

ATTACHMENTS:

[Resolution 20-22 2022 Call of Election.pdf](#)

RESOLUTION NO. 20-22

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, ORDERING AND CALLING A PRIMARY ELECTION TO BE HELD ON TUESDAY, AUGUST 2, 2022, AND, IF NECESSARY, A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, TO NOMINATE CANDIDATES FOR COUNCIL MEMBER SEATS FOR DISTRICTS 4, 5, AND 6 IN THE CITY OF BUCKEYE; DESIGNATING OR PROVIDING FOR THE MANNER IN WHICH THE CITY CLERK SHALL CONDUCT THE ELECTION; SPANISH TRANSLATION OF ELECTION MATERIALS; AND THE DEADLINE FOR VOTER REGISTRATION AND MAILING OF BALLOTS.

WHEREAS, the Mayor and Council (collectively, the “Council”) desire to submit to the qualified electors of the City of Buckeye (the “City”) the selection of candidates for Councilmember seats for Districts 4, 5, and 6; and

WHEREAS, the Council may consolidate the election with any other election conducted in the City on August 2, 2022 and November 8, 2022, as applicable.

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

Section 1. Order and Call of Election; Purpose. The primary election (“Primary Election”) is hereby ordered and called to be held in and for the City on Tuesday, August 2, 2022 to nominate candidates for three council member seats whose names shall appear on the ballot at the general election to be held on November 8, 2022 (the “General Election” and together with the Primary Election, the “Election”), if necessary. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

Section 2. Publication of the Call and Notice of Election. The publication of the call and notice of the Election shall be given, or caused to be given, by the City Clerk, as provided by law, and as may be deemed necessary and appropriate in the City Clerk’s discretion to advise the public of the Election.

Section 3. Conduct of Election; Contracts. The Election may be conducted by mail ballot according to ARIZ. REV. STAT. § 16-409, as amended, and the City Clerk is hereby authorized to determine the manner in which the Election shall be conducted. The Mayor, City Manager or City Clerk is authorized and directed to enter into an intergovernmental agreement with the Maricopa County Recorder and/or the Maricopa County Elections Department to conduct the Election. The Election shall be conducted and the votes cast thereat shall be counted and tabulated, and the returns thereof shall be made in the manner provided by law. Only persons who are qualified electors of the City shall vote at the Election. The City of Buckeye City Hall, located at 530 East Monroe Avenue, and any office of the Maricopa County Recorder,

are hereby designated as ballot depositories pursuant to ARIZ. REV. STAT. § 16-411, as amended, at which locations voters may deposit marked ballots until 7:00 p.m. on August 2, 2022 for the Primary Election and November 8, 2022 for the General Election. Further, the City of Buckeye City Hall and any office of the Maricopa County Recorder are hereby designated as the City's ballot replacement locations at which a voter may obtain a replacement ballot until 7:00 p.m. on August 2, 2022 for the Primary Election and November 8, 2022 for the General Election. The Election may be consolidated with any other election conducted in the City on August 2, 2022 and November 8, 2022.

Section 4. Deadline for Voter Registration and Mailing of Ballots. Maricopa County registration and voting lists will be used for the Election. To be qualified to vote in the Primary Election, a City resident must be registered to vote by July 5, 2022. To be qualified to vote in the General Election, a City resident must be registered to vote by October 11, 2022. For those persons on the permanent early voter list, official ballots will be mailed by Maricopa County Elections Department to qualified electors on July 6, 2022 for the Primary Election and on October 12, 2022 for the General Election. The City of Buckeye City Hall and Maricopa County Recorder offices will open as ballot replacement locations.

Section 5. Voting Rights Act Submission and Spanish Translation. To comply with the Voting Rights Act of 1965, as amended, the proceedings pertaining to the Election will be translated into Spanish and posted, published, and/or recorded in each instance where posting, publication, and/or recording for such proceedings are required, such as this call of election, the notice of election, ballots, all early voting materials, and all instructions contained in the mail ballot materials.

Section 6. Ballots. The City Clerk is hereby authorized and directed to cause ballots to be printed and mailed to the qualified electors offering to vote at the Election. The Election may be conducted in the manner determined to be in the best interests of the City by the Maricopa County Elections Department and the City Council or either of them.

Section 7. Canvass of Election. The returns of the Election shall be made to the Council, which shall meet on a day that is not less than six (6) days nor more than twenty (20) days after the Election to canvass the returns and certify the results, all as provided by law. The Council will be governed by the vote of the majority of the ballots cast on the questions submitted. The City Clerk shall record a copy of the Council resolution canvassing the results in the office of the Maricopa County Recorder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 15th day of February, 2022.

Eric W. Orsborn, Mayor

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney

CERTIFICATION

I, Lucinda J. Aja, the duly appointed and acting City Clerk of the City of Buckeye, Arizona, do hereby certify that the above and foregoing Resolution No. 20-22 was duly passed by the City Council of the City of Buckeye, Arizona, at a regular meeting held on February 15, 2022, and the vote was ____ aye's and ____ nay's and that the Mayor and ____ Council Members were present thereat and ____ Council Members were absent.

Lucinda J. Aja, City Clerk

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

MEETING DATE: 02/15/22	AGENDA ITEM: 7.A. PH and Action Carniceria Y Taqueria Durango Inc. Series 12 Restaurant Liquor License Application
DATE PREPARED: 02/15/22	DISTRICT NO.: 2
STAFF LIAISON: Lucinda Aja, City Clerk, laja@buckeyeaz.gov, (623) 349-6911	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing and take action on the request for a new Series 12 Restaurant Liquor License (Application No. 180099) for Carniceria Y Taqueria Durango Inc., located at 502 East Monroe Avenue in Buckeye.

RELEVANT GOALS:

GOAL 2: Enhanced Economic Well-Being and Vitality

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Carniceria Y Taqueria Durango Inc. is requesting approval for a new Series 12 Restaurant Liquor License for their existing location. The application was legally posted on January 20, 2022.

BENEFITS:

The City will continue to collect sales tax revenue from liquor sales.

FUTURE ACTION:

After approval, the application will be forwarded by the City Clerk's Office to the Arizona Department of Liquor License and Control for a final decision.

FINANCIAL IMPACT STATEMENT:

The \$900 fee will be collected for processing; \$500 application fee and \$400 annual fee.

BUDGETED:

No

FISCAL YEAR:

2022

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

ATTACHMENTS:

Local Governing Body Report.pdf

180099 REDACTED.pdf

Carniceria Y Taqueria Durango GIS Map.pdf

State of Arizona
Department of Liquor Licenses and Control

Created 01/13/2022 @ 08:42:01 AM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	CARNICERIA Y TAQUERIA DURANGO	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	502 E MONROE AVENUE BUCKEYE, AZ 85326 USA	
Mailing Address:	502 E MONROE AVENUE BUCKEYE, AZ 85326 USA	
Phone:	(623)386-7002	
Alt. Phone:	(623)249-1997	
Email:	ELIZABETHSSAUCEDO@GMAIL.COM	

AGENT

Name:	MICAELA SEGOVIA MERAZ
Gender:	Female
Correspondence Address:	502 E MONROE AVENUE BUCKEYE, AZ 85326 USA
Phone:	(623)249-1997
Alt. Phone:	
Email:	ELIZABETHSSAUCEDO@GMAIL.COM

OWNER

Name:	CARNICERIA Y TAQUERIA DURANGO INC	
Contact Name:	MICAELA SEGOVIA MERAZ	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	11823784	State of Incorporation: AZ
Incorporation Date:	02/15/2005	
Correspondence Address:	502 E MONROE AVENUE BUCKEYE, AZ 85326 USA	
Phone:	(623)249-1997	
Alt. Phone:		
Email:	ELIZABETHSSAUCEDO@GMAIL.COM	

Officers / Stockholders

Name:
MICAELA SEVOGIA MERAZ
JESUS SOLIS MERAZ

Title:	% Interest:
Director	51.00
Director	49.00

**CARNICERIA Y TAQUERIA DURANGO INC -
Director**

Name: MICAELA SEVOGIA MERAZ
Gender: Female
Correspondence Address: 502 E MONROE AVENUE
BUCKEYE, AZ 85326
USA
Phone: (623)249-1997
Alt. Phone:
Email: ELIZABETHSSAUCEDO@GMAIL.COM

**CARNICERIA Y TAQUERIA DURANGO INC -
Director**

Name: JESUS SOLIS MERAZ
Gender: Male
Correspondence Address: 502 E MONROE AVENUE
BUCKEYE, AZ 85326
USA
Phone: (623)249-1997
Alt. Phone:
Email: ELIZABETHSSAUCDEO@GMAIL.COM

APPLICATION INFORMATION

Application Number: 180099
Application Type: New Application
Created Date: 01/13/2022 *Chavez*

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 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) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

805-113

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 180099

1. Check the Appropriate Box →

☒ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)
--	---	--

2. Name: MERAZ MICAELA SEGOVIA Birth Date: [REDACTED] [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: ZACATECAS NA MEXICO Height: 05'02" Weight: 160 Eyes: BROWN Hair: BLACK
City State COUNTRY (not county)

5. Name of current/most recent spouse: NA Birth Date:
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: MARCH 1976

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: CARNICERIA Y TAQUERIA DURANGO Business Phone: 623 386 7002

9. Business Location Address: 502 E MONROE AVENUE BUCKEYE ARIZONA MARICOPA 85326
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2005	CURRENT	RESTAURANT AND MINI MARKET OWNER	CARNICERIA Y TAQUERIA DURANGO 502 E MONROE AVENUE BUCKEYE AZ 85326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION

9 CLASS D
9a END NONE
12 REST NONE

4d DLN [REDACTED]
3 DOB [REDACTED]

1 MERAZ
2 MICAELA SEGOVIA
3 [REDACTED]

4b EXP [REDACTED] 4a ISS 08/03/2020

15 SEX F 18 EYES BLK
16 HGT 5'-03" 19 HAIR BLK
17 WGT 179 lb

5 DD 1114025DBM015205





Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

805-114

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 180099

1. Check the Appropriate Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: MERAZ JESUS S Birth Date: [REDACTED] / [REDACTED] / [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: PHOENIX ARIZONA UNITED STATES Height: 140 Weight: 06'02" Eyes: BROWN Hair: BROWN
City State COUNTRY (not county)

5. Name of current/most recent spouse: NA Birth Date: / /
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: SEPTEMBER 1986

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: CARNICERIA TAQUERIA DURANGO Business Phone: 623 / 249 / 1997

9. Business Location Address: 502 E MONROE AVENUE BUCKEYE ARIZONA 85326 MARICOPA
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

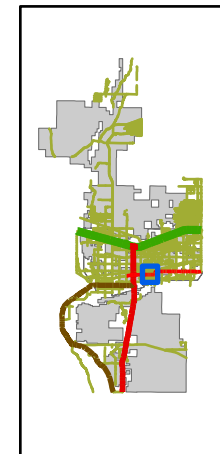
FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2005	CURRENT	UNEMPLOYED/DISABLED	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

City of Buckeye Business Licensing

Series 012 - Restaurant
Name: Carniceria Y Taqueria Durango Inc.
Address: 502 E Monroe Avenue,
Buckeye, AZ, 85326
AZ License # 180099

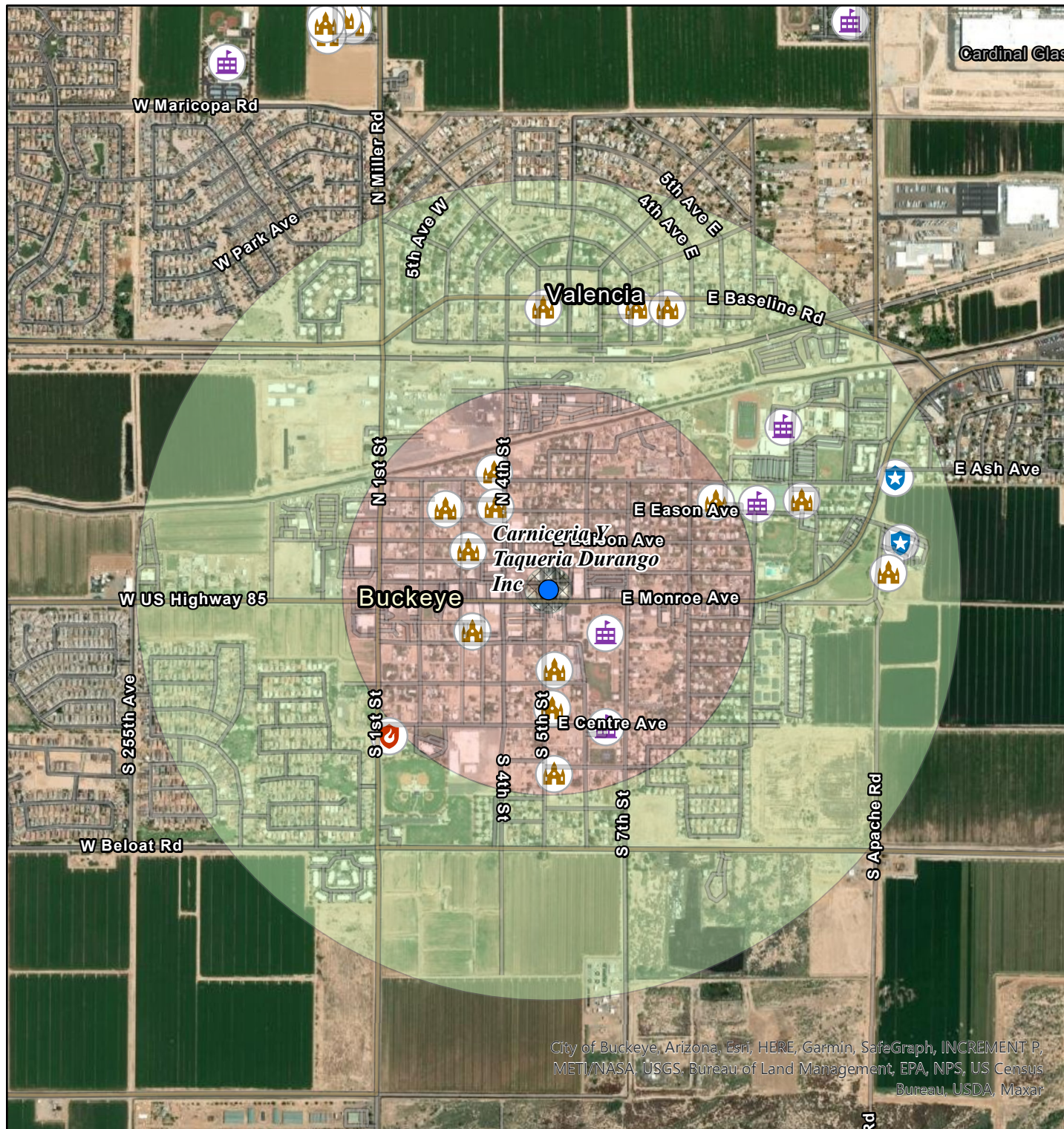
-  Carniceria Y Taqueria Durango Inc
-  Churches
-  Schools
-  Fire Stations
-  Police Stations
-  300 ft. Radius
-  1/2 Mile
-  1 Mile



0.25 0.13 0 0.25 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: 02/15/22	AGENDA ITEM: 7.B. Public Hearing only regarding a Blank Petition for PLZM-21-00213 Vista Bonita Annexation request.
DATE PREPARED: 02/15/22	DISTRICT NO.: 1
STAFF LIAISON: Andrea Marquez, Planner II, amarquez@buckeyeaz.gov, (623) 349-6220	
DEPARTMENT: Development Services	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to hold a public hearing only regarding a Blank Annexation Petition for a project known as Vista Bonita.

RELEVANT GOALS:

GOAL 3: A Well-Planned Urban Community

ADDITIONAL RELEVANT GOALS:

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

SUMMARY

PROJECT DESCRIPTION:

This is the required public hearing for the Blank Annexation Petition, PLZM-21-00213 Vista Bonita Annexation, and requires no action. The applicant is proposing an annexation of approximately two (2) acres. The site is located east of the southeast corner of Broadway and Apache Roads. The site is private property and zoned RU-43-Rural within unincorporated Maricopa County. The property will be classified as SF-43, Single Family Residential District, which is comparable to the RU-43 zoning in the county.

The annexation is being requested in order to annex the small county 2-acre island into the City of Buckeye and rezone in order to incorporate the parcel into the Vista Bonita subdivision currently being planned.

AREA CONTEXT

Table 1: Existing Land Use, General Plan Designation, and Zoning District

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Existing Farm House Residence	Neighborhood	Rural (RU-43)
North	Agricultural Field	Neighborhood	Planned Residential (PR)
South	Agricultural Field	Neighborhood	Planned Residential (PR)
East	Agricultural Field	Neighborhood	Planned Residential (PR)
West	Agricultural Field	Neighborhood	Planned Residential (PR)

BACKGROUND:

The property is a county island, which is surrounded on all four sides by City of Buckeye annexed area. Because the lot is surrounded on all sides by the City of Buckeye, the adjacency and minimum size statutory requirements do not apply.

BENEFITS:

The annexation of the subject property will allow for development of more single-family residential within the city.

FUTURE ACTION:

City Council will hold a public hearing and consider approval of the annexation ordinance on March 15, 2022.

FINANCIAL IMPACT STATEMENT:

N/A

CURRENT FISCAL YEAR TOTAL COST:

N/A

FISCAL YEAR:

N/A

FUND/DEPARTMENT:

N/A

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

ATTACHMENTS:

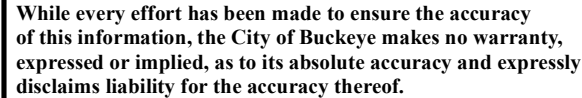
[Vista Bonita Annexation Vicinity Map.pdf](#)

[PLZM-21-00213 - Annexation Narrative.pdf](#)

[Blank Annexation Petition 005314-4-1-1--RECORDED.pdf](#)

[PLZM-21-00213 Vista Bonita Annexation CC PH no.1.pptx](#)

This is an aerial map of a portion of Atlanta, Georgia. The map displays a grid of streets, including S 247th Ave, S 246th Ln, S 245th Ln, S 244th Ln, S 243rd Dr, S 242nd Ln, S 241st Dr, S 240th Ave, S 239th Ave, S 238th Ln, S 237th Dr, S 236th Dr, S 235th Dr, S 234th Dr, S 233rd Dr, S 232nd Dr, S 231st Dr, S 230th Dr, S 229th Dr, S 228th Dr, S 227th Dr, S 226th Dr, S 225th Dr, S 224th Dr, S 223rd Dr, S 222nd Dr, S 221st Dr, S 220th Dr, S 219th Dr, S 218th Dr, S 217th Dr, S 216th Dr, S 215th Dr, S 214th Dr, S 213th Dr, S 212th Dr, S 211th Dr, S 210th Dr, S 209th Dr, S 208th Dr, S 207th Dr, S 206th Dr, S 205th Dr, S 204th Dr, S 203rd Dr, S 202nd Dr, S 201st Dr, S 200th Dr, S 199th Dr, S 198th Dr, S 197th Dr, S 196th Dr, S 195th Dr, S 194th Dr, S 193rd Dr, S 192nd Dr, S 191st Dr, S 190th Dr, S 189th Dr, S 188th Dr, S 187th Dr, S 186th Dr, S 185th Dr, S 184th Dr, S 183rd Dr, S 182nd Dr, S 181st Dr, S 180th Dr, S 179th Dr, S 178th Dr, S 177th Dr, S 176th Dr, S 175th Dr, S 174th Dr, S 173rd Dr, S 172nd Dr, S 171st Dr, S 170th Dr, S 169th Dr, S 168th Dr, S 167th Dr, S 166th Dr, S 165th Dr, S 164th Dr, S 163rd Dr, S 162nd Dr, S 161st Dr, S 160th Dr, S 159th Dr, S 158th Dr, S 157th Dr, S 156th Dr, S 155th Dr, S 154th Dr, S 153rd Dr, S 152nd Dr, S 151st Dr, S 150th Dr, S 149th Dr, S 148th Dr, S 147th Dr, S 146th Dr, S 145th Dr, S 144th Dr, S 143rd Dr, S 142nd Dr, S 141st Dr, S 140th Dr, S 139th Dr, S 138th Dr, S 137th Dr, S 136th Dr, S 135th Dr, S 134th Dr, S 133rd Dr, S 132nd Dr, S 131st Dr, S 130th Dr, S 129th Dr, S 128th Dr, S 127th Dr, S 126th Dr, S 125th Dr, S 124th Dr, S 123rd Dr, S 122nd Dr, S 121st Dr, S 120th Dr, S 119th Dr, S 118th Dr, S 117th Dr, S 116th Dr, S 115th Dr, S 114th Dr, S 113rd Dr, S 112nd Dr, S 111st Dr, S 110th Dr, S 109th Dr, S 108th Dr, S 107th Dr, S 106th Dr, S 105th Dr, S 104th Dr, S 103rd Dr, S 102nd Dr, S 101st Dr, S 100th Dr, S 99th Dr, S 98th Dr, S 97th Dr, S 96th Dr, S 95th Dr, S 94th Dr, S 93rd Dr, S 92nd Dr, S 91st Dr, S 90th Dr, S 89th Dr, S 88th Dr, S 87th Dr, S 86th Dr, S 85th Dr, S 84th Dr, S 83rd Dr, S 82nd Dr, S 81st Dr, S 80th Dr, S 79th Dr, S 78th Dr, S 77th Dr, S 76th Dr, S 75th Dr, S 74th Dr, S 73rd Dr, S 72nd Dr, S 71st Dr, S 70th Dr, S 69th Dr, S 68th Dr, S 67th Dr, S 66th Dr, S 65th Dr, S 64th Dr, S 63rd Dr, S 62nd Dr, S 61st Dr, S 60th Dr, S 59th Dr, S 58th Dr, S 57th Dr, S 56th Dr, S 55th Dr, S 54th Dr, S 53rd Dr, S 52nd Dr, S 51st Dr, S 50th Dr, S 49th Dr, S 48th Dr, S 47th Dr, S 46th Dr, S 45th Dr, S 44th Dr, S 43rd Dr, S 42nd Dr, S 41st Dr, S 40th Dr, S 39th Dr, S 38th Dr, S 37th Dr, S 36th Dr, S 35th Dr, S 34th Dr, S 33rd Dr, S 32nd Dr, S 31st Dr, S 30th Dr, S 29th Dr, S 28th Dr, S 27th Dr, S 26th Dr, S 25th Dr, S 24th Dr, S 23rd Dr, S 22nd Dr, S 21st Dr, S 20th Dr, S 19th Dr, S 18th Dr, S 17th Dr, S 16th Dr, S 15th Dr, S 14th Dr, S 13th Dr, S 12th Dr, S 11th Dr, S 10th Dr, S 9th Dr, S 8th Dr, S 7th Dr, S 6th Dr, S 5th Dr, S 4th Dr, S 3rd Dr, S 2nd Dr, S 1st Dr, S 0th Dr, S -1st Dr, S -2nd Dr, S -3rd Dr, S -4th Dr, S -5th Dr, S -6th Dr, S -7th Dr, S -8th Dr, S -9th Dr, S -10th Dr, S -11th Dr, S -12th Dr, S -13th Dr, S -14th Dr, S -15th Dr, S -16th Dr, S -17th Dr, S -18th Dr, S -19th Dr, S -20th Dr, S -21st Dr, S -22nd Dr, S -23rd Dr, S -24th Dr, S -25th Dr, S -26th Dr, S -27th Dr, S -28th Dr, S -29th Dr, S -30th Dr, S -31st Dr, S -32nd Dr, S -33rd Dr, S -34th Dr, S -35th Dr, S -36th Dr, S -37th Dr, S -38th Dr, S -39th Dr, S -40th Dr, S -41st Dr, S -42nd Dr, S -43rd Dr, S -44th Dr, S -45th Dr, S -46th Dr, S -47th Dr, S -48th Dr, S -49th Dr, S -50th Dr, S -51st Dr, S -52nd Dr, S -53rd Dr, S -54th Dr, S -55th Dr, S -56th Dr, S -57th Dr, S -58th Dr, S -59th Dr, S -60th Dr, S -61st Dr, S -62nd Dr, S -63rd Dr, S -64th Dr, S -65th Dr, S -66th Dr, S -67th Dr, S -68th Dr, S -69th Dr, S -70th Dr, S -71st Dr, S -72nd Dr, S -73rd Dr, S -74th Dr, S -75th Dr, S -76th Dr, S -77th Dr, S -78th Dr, S -79th Dr, S -80th Dr, S -81st Dr, S -82nd Dr, S -83rd Dr, S -84th Dr, S -85th Dr, S -86th Dr, S -87th Dr, S -88th Dr, S -89th Dr, S -90th Dr, S -91st Dr, S -92nd Dr, S -93rd Dr, S -94th Dr, S -95th Dr, S -96th Dr, S -97th Dr, S -98th Dr, S -99th Dr, S -100th Dr, S -101st Dr, S -102nd Dr, S -103rd Dr, S -104th Dr, S -105th Dr, S -106th Dr, S -107th Dr, S -108th Dr, S -109th Dr, S -110th Dr, S -111st Dr, S -112nd Dr, S -113rd Dr, S -114th Dr, S -115th Dr, S -116th Dr, S -117th Dr, S -118th Dr, S -119th Dr, S -120th Dr, S -121st Dr, S -122nd Dr, S -123rd Dr, S -124th Dr, S -125th Dr, S -126th Dr, S -127th Dr, S -128th Dr, S -129th Dr, S -130th Dr, S -131st Dr, S -132nd Dr, S -133rd Dr, S -134th Dr, S -135th Dr, S -136th Dr, S -137th Dr, S -138th Dr, S -139th Dr, S -140th Dr, S -141st Dr, S -142nd Dr, S -143rd Dr, S -144th Dr, S -145th Dr, S -146th Dr, S -147th Dr, S -148th Dr, S -149th Dr, S -150th Dr, S -151st Dr, S -152nd Dr, S -153rd Dr, S -154th Dr, S -155th Dr, S -156th Dr, S -157th Dr, S -158th Dr, S -159th Dr, S -160th Dr, S -161st Dr, S -162nd Dr, S -163rd Dr, S -164th Dr, S -165th Dr, S -166th Dr, S -167th Dr, S -168th Dr, S -169th Dr, S -170th Dr, S -171st Dr, S -172nd Dr, S -173rd Dr, S -174th Dr, S -175th Dr, S -176th Dr, S -177th Dr, S -178th Dr, S -179th Dr, S -180th Dr, S -181st Dr, S -182nd Dr, S -183rd Dr, S -184th Dr, S -185th Dr, S -186th Dr, S -187th Dr, S -188th Dr, S -189th Dr, S -190th Dr, S -191st Dr, S -192nd Dr, S -193rd Dr, S -194th Dr, S -195th Dr, S -196th Dr, S -197th Dr, S -198th Dr, S -199th Dr, S -200th Dr, S -201st Dr, S -202nd Dr, S -203rd Dr, S -204th Dr, S -205th Dr, S -206th Dr, S -207th Dr, S -208th Dr, S -209th Dr, S -210th Dr, S -211st Dr, S -212nd Dr, S -213rd Dr, S -214th Dr, S -215th Dr, S -216th Dr, S -217th Dr, S -218th Dr, S -219th Dr, S -220th Dr, S -221st Dr, S -222nd Dr, S -223rd Dr, S -224th Dr, S -225th Dr, S -226th Dr, S -227th Dr, S -228th Dr, S -229th Dr, S -230th Dr, S -231st Dr, S -232nd Dr, S -233rd Dr, S -234th Dr, S -235th Dr, S -236th Dr, S -237th Dr, S -238th Dr, S -239th Dr, S -240th Dr, S -241st Dr, S -242nd Dr, S -243rd Dr, S -244th Dr, S -245th Dr, S -246th Dr, S -247th Dr, S -248th Dr, S -249th Dr, S -250th Dr, S -251st Dr, S -252nd Dr, S -253rd Dr, S -254th Dr, S -255th Dr, S -256th Dr, S -257th Dr, S -258th Dr, S -259th Dr, S -260th Dr, S -261st Dr, S -262nd Dr, S -263rd Dr, S -264th Dr, S -265th Dr, S -266th Dr, S -267th Dr, S -268th Dr, S -269th Dr, S -270th Dr, S -271st Dr, S -272nd Dr, S -273rd Dr, S -274th Dr, S -275th Dr, S -276th Dr, S -277th Dr, S -278th Dr, S -279th Dr, S -280th Dr, S -281st Dr, S -282nd Dr, S -283rd Dr, S -28



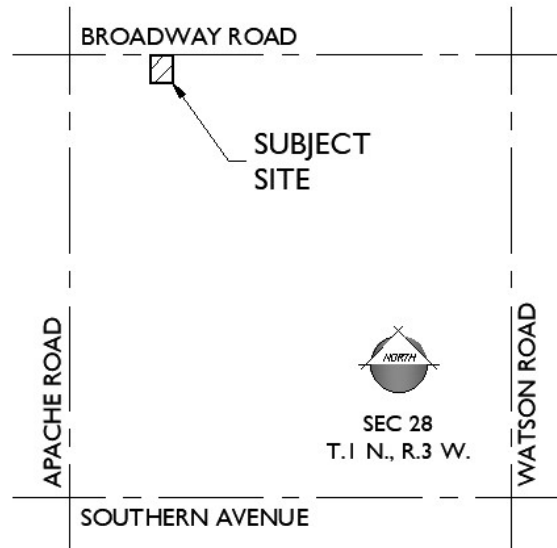
Legend



279

**Vista Bonita
Annexation Project Narrative
CASE No. PLZM-21-00213**

Submitted: May 5, 2021
1st Revision: December 6, 2021
2nd Revision: January 10, 2022



DEVELOPER

Villa Bonita Vista, LLC
7440 N. Oracle Road, Suite 2
Tucson, AZ 85704
Contact: James Kai
Tel: 520-791-2409

CONSULTANT

EPS Group, Inc.
1130 N. Alma School, Suite 120
Mesa, AZ 85210
Contact: David Hughes
Tel: 480-503-2250

Submitted to City of Buckeye



Table of Contents

1. Introduction and Purpose of Request	3
2. Existing Conditions.....	3
3. Description of Proposal	3
4. Relationship to Surrounding Properties	3
5. Location and Accessibility	4
6. Public Utilities and Services	4
7. Conclusion.....	4
8. Exhibits.....	4
Exhibit A – Annexation Legal Description	5
Exhibit B – Annexation Exhibit	7

1. Introduction and Purpose of Request

Kai Enterprises proposes to annex a small property located on the east of the southeast corner of Broadway Road and Apache Road into the City of Buckeye. The site is Maricopa County Assessor Parcel Numbers (APN) 504-41-006 and is approximately 2 acres in size. The property has an existing farm residence of a larger, surrounding agricultural property located on it. Once annexed into the City, the desire is to incorporate the 2-acre parcel into the surrounding Vista Bonita subdivision. The development of this property will expand housing opportunities for residents in an established and mature area of the county where resources and infrastructure are in place to facilitate orderly and efficient growth.

Project Data	
A.P.N.	504-41-006L
Related Case No.'s	PLZZ-21-0021, PLZS-21-00118
Current Land Use	Existing Farmhouse Residence
Existing General Plan	Neighborhood
Existing Zoning District	RU-43
Gross Area	1.95 acres

2. Existing Conditions

Project is currently an existing farm house residence bounded by an active agricultural field on the east, west, and south sides. The site is within FEMA flood zone X designation per FIRM Panel 04013C2115L. The existing site has a general slope which falls from the northwest to the southeast. No significant offsite flows impact the site.

3. Description of Proposal

The proposal request of the application is to annex the small county island of APN 504-41-006L into the City of Buckeye. The location of the annexation property is east of the southeast corner of Broadway Road and Apache Road. It is a small, 2-acre property which currently has a farm residence located on it. The property is surrounded by an active agricultural field on three side and Broadway Road to the north. The surrounding agricultural field is also original Vista Bonita preliminary plat (PP05-41) approved by the City of Buckeye's Planning and Development Board on November 22, 2005. With annexation into the City, the surrounding Vista Bonita community can incorporate this property into its overall development design and avoids a future 2-acre infill parcel surrounded by a residential community. Please see Exhibit A for a legal description and map of the annexation area and its relation to the surrounding properties

A rezone application (PLZZ-21-00021) to rezone the property after it has been annexed into the City of Buckeye and a preliminary plat application (PLZS-21-00118) of the proposed Vista Bonita community are running concurrently with this annexation application.

4. Relationship to Surrounding Properties

The subject site is currently an existing farmhouse residence. The property is bound by large agricultural fields to the north, west, and south, and east.

North: Agricultural Field (PR)

East: Agricultural Field (PR)

South: Agricultural Field (PR)

West: Agricultural Field (PR)

The proposed development has been designed to be compatible with the existing surrounding developments.

5. Location and Accessibility

The site is located east of the southeast corner of Broadway Road and Apache Road. Access to Interstate I-10 is a short drive a mile to the west, then just under two miles to the north on Miller Road. The proximity to the freeway will provide the future residents convenient access to a nearby hospital, shopping, dining, entertainment, sporting facilities and connection to other major freeways.

6. Public Utilities and Services

This application request will not adversely affect municipal and private facilities and services. The request will not have an adverse effect on existing or future public and private open space, recreation, schools or library facilities. The following list identifies public and private services for the Vista Bonita development:

Water:	City of Buckeye	Elementary Schools:	Buckeye Elementary School District #33
Wastewater:	City of Buckeye		
Power:	Arizona Public Service (APS)	High Schools:	Buckeye Union High School District
Gas:	Southwest Gas	Police:	City of Buckeye
Solid Waste:	City of Buckeye	Fire/Medical:	City of Buckeye

7. Conclusion

After the subject property is annexed into the City of Buckeye, the property will be incorporated into the overall Vista Bonita development which will be a vibrant residential community in City of Buckeye, offering a variety of housing types and recreational opportunities for families and individuals. The development team is committed to ensuring the creation of a high-quality neighborhood. We look forward to working with City of Buckeye and progressing with this exciting project. The development team respectfully requests your favorable consideration of the proposed annexation and associated documents.

8. Exhibits

Exhibit A – Annexation Legal Description

Exhibit B – Annexation Exhibit

Exhibit A – Annexation Legal Description

**VISTA BONITA
LEGAL DESCRIPTION
EXHIBIT A**

Job No. 19-1227

DECEMBER 7, 2021

THE EAST 261.00 FEET OF THE WEST 1218.00 FEET OF THE NORTH 358.50 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28. TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SAID PORTION OF LAND CONTAINING 84,956 SQUARE FEET, OR 1.9503 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

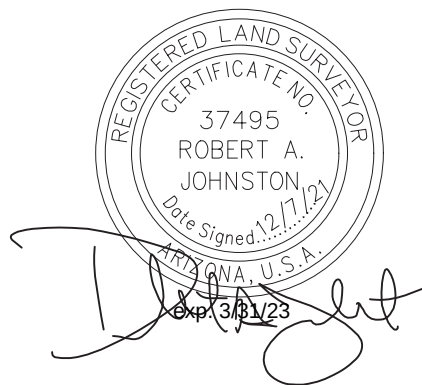
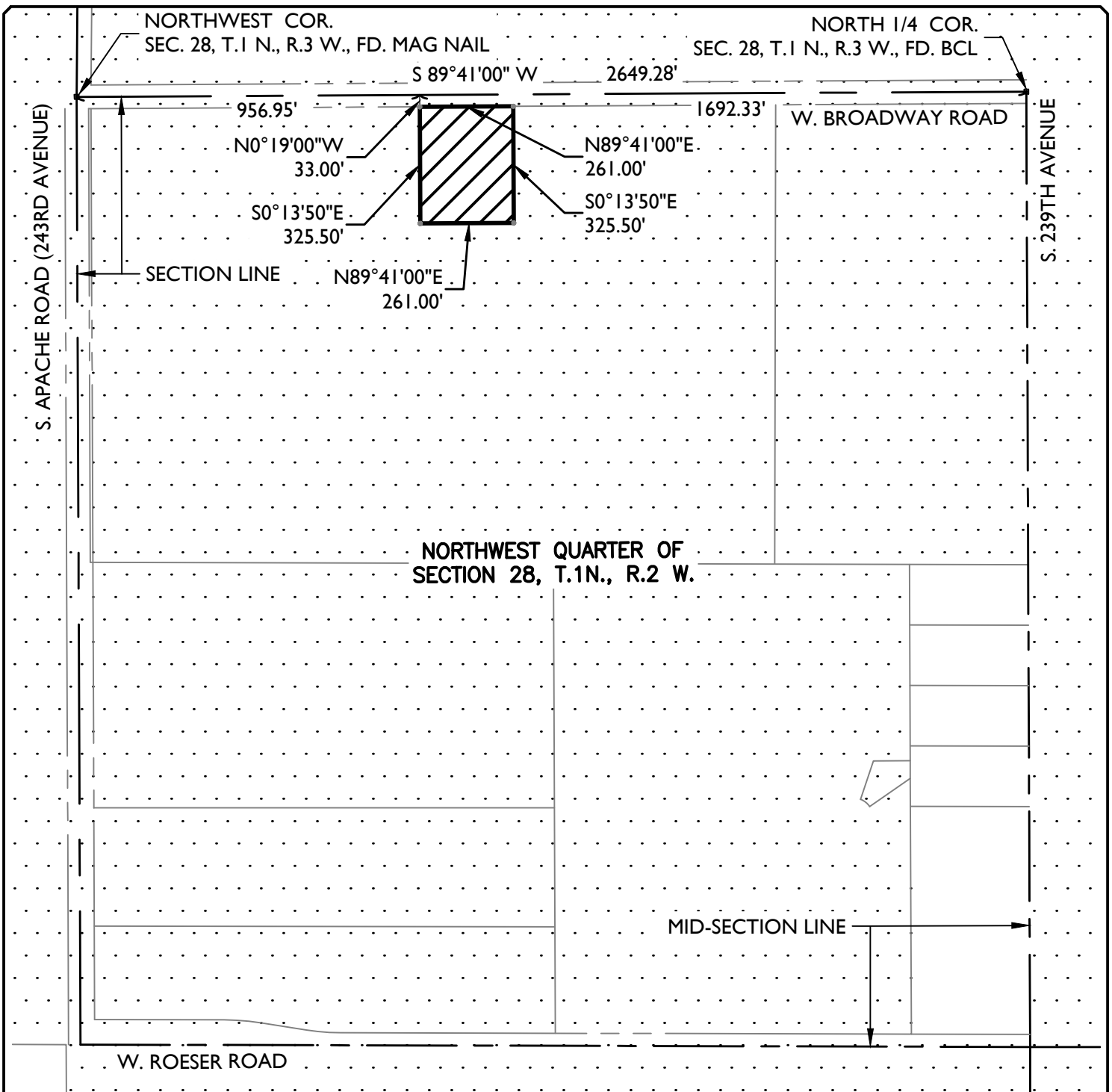


Exhibit B – Annexation Exhibit



CURRENT CITY LIMITS



PROPOSED ANNEXATION



19-1227

Vista Bonita

Annexation Exhibit



1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

005314-4-1-1--
garibayf

When Recorded, return to:

Lucinda Aja, City Clerk
City of Buckeye
530 E Monroe Ave.
Buckeye, AZ 85326

ANNEXATION PETITION (PLZM-21-00213)

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" AND
ANNEXATION MAP ATTACHED 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)

Exhibit A
Legal Description

Vista Bonita Annexation

Job No. 19-1227

DECEMBER 7, 2021

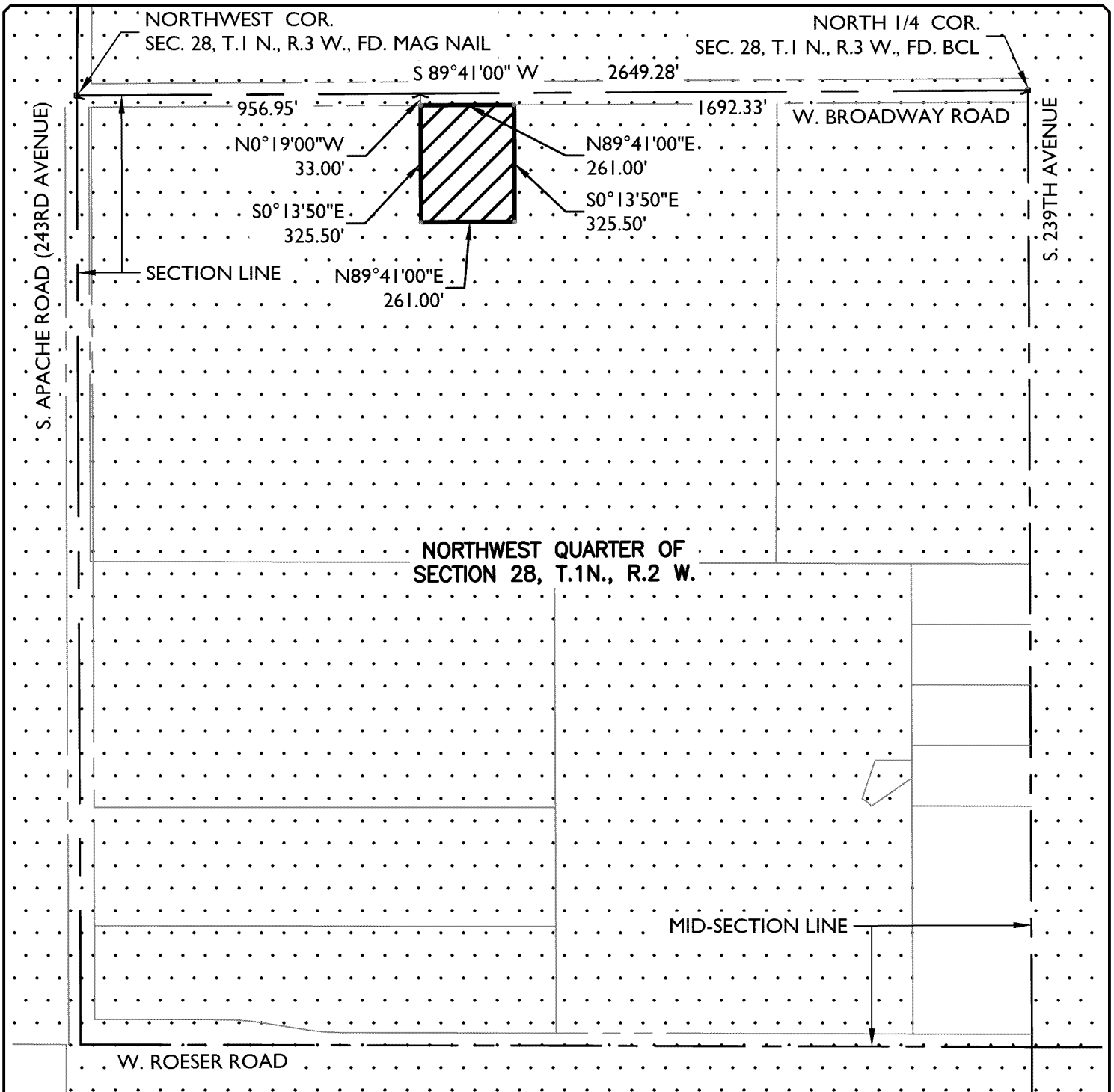
THE EAST 261.00 FEET OF THE WEST 1218.00 FEET OF THE NORTH 358.50 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28. TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SAID PORTION OF LAND CONTAINING 84,956 SQUARE FEET, OR 1.9503 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

Exhibit B

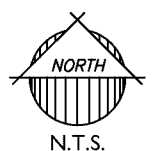
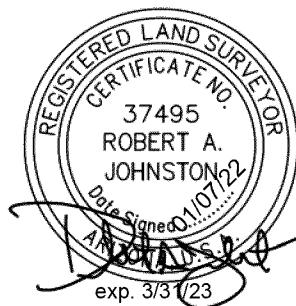
(Intentionally left blank. See following page)



CURRENT CITY LIMITS



PROPOSED ANNEXATION



19-1227

Vista Bonita

Annexation Exhibit



1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



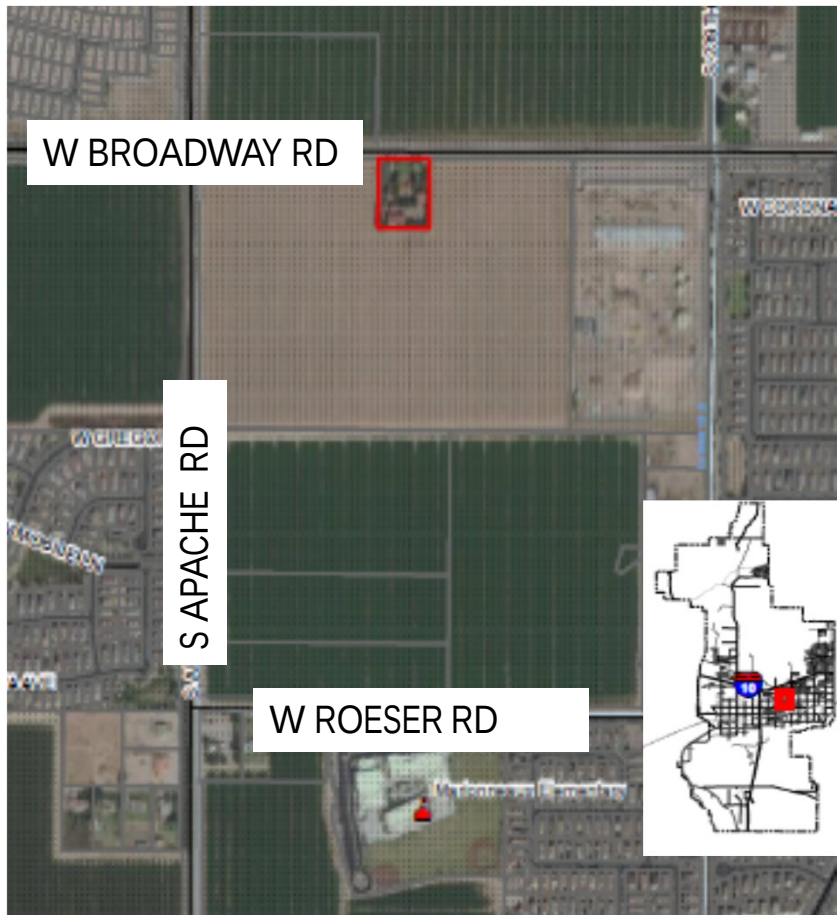
Vista Bonita Annexation

PLZM-21-00213

City Council

February 15, 2022

Vista Bonita Annexation Request



Characteristics

1.95 acres located east of the southeast corner of Broadway and Apache Roads

General Plan Land Use:

- Neighborhood

Zoning:

- Rural-43 (Maricopa County)

ARS 9.471:

- Surrounded on all sides (COB) adjacency and size requirements do not apply

Recommendation

- No Action to be taken today
- 2nd Public Hearing Scheduled for March 15th for consideration and adoption.

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

MEETING DATE: 02/15/22	AGENDA ITEM: 7.C. Employment Agreement for the position of City Manager
DATE PREPARED: 02/15/22	DISTRICT NO.:
STAFF LIAISON: Nancy Love, Human Resources Director, nlove@buckeyeaz.gov, (623) 349-6255	
DEPARTMENT: Human Resources	AGENDA ITEM TYPE: Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Council to take action on entering into an Employment Agreement for the position of City Manager between Daniel Cotterman and the City of Buckeye; and authorizing the Mayor to execute and deliver said Agreement.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye operates under a Council-Manager form of government. The Mayor and Council are elected officials and are responsible for appointing a City Manager to carry out the daily administration of the City and to implement Council policies. A capable, effective City Manager allows the Mayor and Council to focus their efforts on residents' needs and desires, as well as development, growth and long-term planning for the city. It also provides staff with leadership and direction so they can effectively implement the policies approved by Council.

Former City Manager, Roger Klingler, recently retired. Upon learning of Mr. Klingler upcoming retirement, Council hired an executive search firm to help in the recruitment and selection of a new City Manager. Out of a pool of 42 applicants, Mayor and Council interviewed three (3) candidates. The candidates were also interviewed by a stakeholders group from the community, as well as a panel made up of City Department Directors.

At the Special Council meeting on February 3, 2022, Council unanimously voted to direct staff to negotiate an Employment Agreement with Daniel Cotterman to serve as our next City Manager. The Employment Agreement is before Council for consideration this evening.

BENEFITS:

The appointment of a professional, effective City Manager allows Council to set policy, and focus on our residents, and the growth and development of our city, leaving the day-to-day management of city functions, including the oversight of city operating departments, to the City Manager.

FUTURE ACTION:

Execution and delivery of Employment Agreement with Daniel Cotterman.

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

ATTACHMENTS:

[Daniel Cotterman Employment Agreement.pdf](#)

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF BUCKEYE AND
DANIEL COTTERMAN

THIS EMPLOYMENT AGREEMENT (this “*Agreement*”) is executed by and between the City of Buckeye, an Arizona municipal corporation, (the “*City*”) and Daniel Cotterman (“*Cotterman*”) as of March 7, 2022 (the “*Effective Date*”).

RECITALS

WHEREAS, the City desires to appoint and employ Cotterman as the City Manager of the City.

WHEREAS, Cotterman desires to be employed by the City and provide the services set forth in this Agreement in accordance with the parameters, guidelines, duties, rules of conduct, and compensation described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the City and Cotterman agree as follows:

1. Term of Agreement: Annual Performance Review.

A. Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either the City or Cotterman as specifically provided for in this Agreement. The City and Cotterman agree that Cotterman shall officially begin his duties for the City upon the Effective Date of this Agreement or as otherwise agreed to between the parties.

B. Annual Performance Evaluation. The Mayor and Council (collectively, “*City Council*”) shall meet annually with Cotterman to discuss Cotterman’s performance of his duties as City Manager. Cotterman’s performance evaluation shall be based upon success at fulfilling the reasonably achievable goals and performance objectives mutually agreed to by City Council and Cotterman for the upcoming year.

2. Duties.

A. Cotterman shall have the powers and perform the duties specified for the City Manager in the City Code and perform such other duties and have such other powers as may be required by the City Council not inconsistent with state law or City ordinance.

B. Cotterman shall perform the duties of City Manager with reasonable care, diligence, skill, and expertise.

C. Cotterman shall not be reassigned from the position of City Manager to another position without Cotterman's express written consent.

D. Due to the nature of the position, Cotterman will be expected to work outside normal working hours, therefore, he will be allowed to adjust his schedule as appropriate, and within reason.

3. Compensation.

A. City agrees to pay Cotterman an annual base salary of Two Hundred Fifty Two Thousand Dollars (\$252,000.00), payable in installments at the same time as other management employees of the City are paid. In the event that the City's annual budget includes a cost-of-living increase for all exempt employees (a "COLA"), Cotterman shall be entitled to an increase in base salary equal to the percentage of the COLA, beginning with the effective date applicable to the COLA increase for all other employees.

B. This Agreement shall be automatically adjusted to ensure Cotterman's base salary is at least five percent (5%) above the next highest paid City employee.

C. This Agreement shall be automatically adjusted to annually increase Cotterman's base compensation by at least the average increase granted to all other exempt City employees.

D. Deferred Compensation. In addition to any amounts contributed by Cotterman, the City shall contribute the maximum allowable amount (in 2022, \$20,500.00) into a Nationwide Retirement Solution 457 Plan (the "457 Plan") account. Such contribution shall be paid into Cotterman's 457 Plan account in twelve (12) equal monthly installments. Any catch-up amounts permitted by the 457 Plan shall be made separately by Cotterman. The City further agrees to transfer ownership of Cotterman's 457 Plan to any succeeding employer in the event of Cotterman's termination from the City, for any reason.

E. Employee Benefits. Cotterman shall accrue vacation leave at 7.077 hours per pay period and sick leave at 3.70 hours per pay period, and paid holiday benefits at the same rate as all other management employees in the City. Cotterman shall be provided eighty (80) hours of vacation leave and eighty (80) hours of sick leave, for his immediate use, effective as of the Effective Date of this Agreement.

F. Health, Disability, Life Insurance and Arizona State Retirement. The City agrees to pay for comprehensive health, disability, life insurance and retirement for Cotterman and his eligible dependents equal to that which is provided to all other employees of the City selecting the same plan(s).

G. Cellular Telephone. The City shall provide Cotterman with a City issued cellular telephone for his use for City business; or alternatively, at Cotterman's request, the City shall provide Cotterman with One Hundred Twenty-Five and No/100 Dollars (\$125.00) per month commencing the first of the month following the Effective Date of this agreement, as an allowance

to defer the cost of the use of a personal cellular telephone which is required as a condition of employment.

H. Automobile. The City shall provide Cotterman with five hundred eighty three dollars (\$583.00) per month to defer the cost of the use of an automobile, which is required as a condition of employment. Cotterman shall maintain personal automobile insurance in an amount not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00). This paragraph shall not prohibit Cotterman from use of a City owned vehicle, subject to City Code and policies.

I. Dues and Subscriptions. The City agrees to pay for Cotterman's professional dues and subscriptions as necessary for his continuation and full participation in national, regional, state and local associations and organizations he is expected to be a member of because of his position as City Manager, and for other necessary and desirable expenses for his continued professional participation, growth, and advancement, and for the good of the City, as the City Council deems appropriate.

J. Attorney Fees. The City agrees to pay for Cotterman's reasonable attorney fees in the event Cotterman is personally named in a claim/lawsuit regarding actions carried out in his official capacity.

4. Professional Development.

A. Professional Associations. The City hereby agrees to pay for Cotterman's travel expenses, including lodging, per diem and registration fees as provided in the City's personnel rules and procedures, for professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions for the City, including but not limited to the ICMA annual conference, the League of Arizona Cities and Towns annual conference, the Arizona City And County Managers Association conferences, and such other national, regional, state, and local governmental groups and committees thereof on which Cotterman serves as a member.

B. Continuing Education. The City also agrees to pay for Cotterman's travel expenses, including lodging, per diem and registration fees as provided in the City's personnel rules and procedures, for short courses, institutes and seminars that it deems necessary for his professional development and for the good of the City.

5. General Expenses. The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are periodically incurred by Cotterman. The City, as permitted by the City's personnel rules and procedures, or as approved by the Mayor, agrees to (a) reimburse or pay said general expenses and (b) authorizes the Finance Director or authorized designee to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Reimbursement of expenses as provided herein is an addition to the compensation provided to Cotterman in Paragraph 3(a) of this Agreement.

6. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations, and Cotterman is authorized to become a member

of such civic clubs or organization the City Council deems necessary and for which the City shall pay all expenses. Cotterman shall report to the City on each membership that he has taken out of the City's expense.

7. Termination and At Will Status. This Agreement may be terminated by the City with or without cause or reason at any time, following ninety (90) days written notice to Cotterman, subject only to the severance provisions set forth in subsections 7.1 and 7.2 below. During such ninety (90) day period prior to the effective date of the termination, the City may suspend Cotterman with pay. Cotterman expressly acknowledges that his appointment is **AT WILL**. Cotterman may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days written notice to the City Council. Cotterman will not be entitled to any severance pay or benefits if he voluntarily resigns from the position. Cotterman will be paid any remaining salary earned as of the separation date, including any accrued, unused vacation and sick leave. Benefits will cease in accordance with city policy, by no earlier than the end of the month in which he separates employment.

7.1 Severance Without Cause. City agrees that Cotterman's employment will not be terminated without cause within the six (6) month period following the canvassing of a City election and will otherwise be subject to the following:

A. Severance will be paid to Cotterman when his employment is terminated by City Council without cause, and Cotterman is willing and able to fulfill the duties of the office under this Agreement.

B. The City agrees to pay Cotterman a lump-sum payment (unless otherwise agreed to by the City and Cotterman) representing six (6) months aggregate salary at the current rate of pay.

C. Severance shall also include compensation for all Cotterman's accrued, unused vacation and sick leave, remaining holidays for the fiscal year, remaining deferred compensation payments for the fiscal year, and remaining car allowance for the fiscal year.

D. For six (6) months following termination, City shall pay the cost to continue the following benefits:

1. Health, dental & vision insurance for Cotterman and all covered dependents;
2. Life insurance;
3. Short term disability; OR

Pay Cotterman a lump-sum payment equivalent to the City's six (6) months contribution for health, dental and vision insurance, life insurance and short term disability.

E. Payment of any severance as set forth in this section 7.1 shall be contingent upon all of the following:

1. Cotterman executing a severance agreement acceptable to both parties, which shall include Cotterman's (a) full release of the City and all its agents and employees from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of Cotterman's employment or termination of employment with City, (b) agreement not to initiate or cause to be initiated under any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining to his employment with the City and (c) acknowledgement that the City will provide no more than neutral references for Cotterman, but that the City may be required to disclose any and all records related to such termination pursuant to a valid request for public records.

2. Cotterman making himself reasonably available as needed by the City for consulting purposes for a period of time equal to the number of months of severance paid.

F. It shall be deemed severance without cause if, at any time during the Term of this Agreement the City Council (1) reduces Cotterman's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all exempt City employees or (2) refuses to comply with a material term of this Agreement within 30 days after written notice from Cotterman.

7.2 Severance With Cause. If City Council terminates this Agreement with cause, no severance pay will be paid to Cotterman. For purposes of this Agreement, "with cause" shall mean that the City Council, at a duly posted public meeting, has determined that Cotterman has (A) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the City Council at a duly posted public meeting, or (B) convicted of a felony as defined in Arizona Revised Statutes (the City Council may choose to suspend Cotterman with pay during the pendency of any such prosecution), or (C) either in his personal or professional capacity, engaged in conduct that, in the sole discretion of the City Council, severely damaged the reputation of the City or the City Council, or (D) materially failed to perform a significant portion of his duties as the City Manager as set forth in this Agreement, or (E) caused or by gross negligence allowed any practice, activity, decision or organizational circumstance that is either illegal or immoral, or (F) committed malfeasance in office or willful breach or habitual neglect of the duties described in Chapter 3, Article 3-2, section 3-2-1 of the City Code, or (G) has engaged in conduct or action involving moral turpitude, dishonesty and false statements, or (H) has engaged in falsification of City documents or records.

8. Suspension. If the City Council has made a determination that "for cause" termination is appropriate as set forth in subsection 7.2 above, the City Council may, in its sole discretion, as an alternative to, or prior to, termination, suspend Cotterman with or without pay for a period of up to thirty (30) days.

9. Disability. If Cotterman is permanently disabled or is otherwise unable to fulfill his duties hereunder due to sickness, accident, injury, health or mental incapacity for a period of

four consecutive weeks beyond any accrued sick leave, or a minimum of twelve (12) weeks as defined under the Family Medical Leave Act should said accrued sick leave be less than twelve weeks, City Council shall have the option to terminate this Agreement; provided, the City shall pay the full amount of severance pay set forth in subsection 7.1 above. Cotterman shall, during such disability event, continue to accrue vacation leave and sick leave and receive holiday compensation benefits. A termination due to disability shall not be exercised unreasonably.

10. Residency Requirement. Chapter 3, Article 3, Section 3-1-6 of the City Code, requires Cotterman to reside in the City while employed in the position of City Manager.

11. Indemnification. In addition to that required under state and local law, the City shall defend, save harmless, and indemnify Cotterman from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Cotterman's duties as prescribed by the City Code or separate directions of the City Council.

12. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Cotterman under any law or ordinance.

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

If to the City: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Mayor, Eric Orsborn

With Copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: City Attorney, Shiela B. Schmidt

If to Cotterman: Daniel Cotterman
2704 North Acacia Way
Buckeye, AZ 85396

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to their Section. Notices shall be deemed received (a) when delivered to the party, (b) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above

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

14. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Cotterman 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.

15. Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

16. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provision hereof.

17. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time to carry out the matters contemplated by this Agreement.

18. Time of the Essence. Time is of the essence in this Agreement.

19. Assignment. This Agreement may not be assigned, in whole or in part.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

21. Amendment. No amendment or waiver of any provisions in this Agreement will be binding (a) on the City unless and until it has been approved by the City Council, or (b) on Cotterman unless and until it has been executed by Cotterman or his authorized representative.

22. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

23. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by the invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will

negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

24. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained. The City and its City Council shall not unreasonably withhold appropriation authority to fund the salary, benefits and other provisions of this Agreement.

25. Default; Cure. Failure or unreasonable delay by Cotterman or the City to perform or otherwise act in accordance with any material term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within thirty (30) days after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure 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 the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within fifteen (15) days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the “*Cure Period*”); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity.

26. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

27. Counsel Assistance; Fair Interpretation.

A. Counsel for Cotterman. Cotterman has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation despite a recommendation from the City that Cotterman seek advice from legal counsel.

B. Counsel for the City. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

C. Fair Interpretation. This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

EMPLOYEE

Eric Orsborn, Mayor

Daniel Cotterman, City Manager

ATTEST:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, City Attorney