



City of Avondale
City Council Meeting
Monday, June 3, 2019

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member
Veronica Malone, Council Member | Curtis Nielson, Council Member
Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager
Gina Montes, Assistant City Manager
Michael Wawro, City Attorney
Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive
Avondale, AZ 85323



City Council Meeting
Agenda
Monday, June 3, 2019

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

WORK SESSION
6:00 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. SPECIAL EVENTS CALENDAR FISCAL YEAR 2019-2020

City Staff will present a recap of the Fiscal Year 2018-2019 Special Events, and request City Council to provide feedback and direction regarding the 2019-2020 special events program. This item is for information, discussion and direction.

3. CIVIC CENTER OFFICE BUILDINGS

City Staff will present to Council, information on an opportunity to develop office buildings on the Civic Center campus. This item is for discussion only.

4. RESOURCE CENTER SCHEMATIC DESIGN

City Staff will present to Council, the revised schematic design for the new Resource Center. This item is for discussion only.

5. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR

PLEDGE OF ALLEGIANCE

MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. PRESENTATION ITEMS

a. AGUA FRIA HIGH SCHOOL'S STOP THE BLEED PROGRAM

Ms. Crystal Mowbray, Sports Medicine Instructor and Advisor for Agua Fria High School, will present the Stop the Bleed Program to City Council.

3. RECOGNITION ITEMS

a. NEW EMPLOYEE INTRODUCTIONS - FINANCE AND BUDGET

Finance and Budget Director, Lindsey Duncan, will introduce new employees of the Finance and Budget Department:

- James Alcantar, Finance and Budget Assistant Director
- Rob Baer, Budget Manager
- Kevin Custer, Procurement Manager

4. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

5. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. PENSION FUNDING POLICY

City Council will consider a request to approve the Pension Funding Policy and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. PROFESSIONAL SERVICE AGREEMENT WITH E-Z TOWING & RECOVERY, LLC FOR TOWING SERVICES

City Council will consider a request to approve a Professional Services Agreement with E-Z Towing & Recovery, LLC for towing services, which include but not limited to, police requested tows, private tows and city tows and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT WITH SOUTHWEST WATERWORKS CONTRACTORS, INC. FOR WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR

City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors, Inc. to provide water and wastewater equipment repair and maintenance services in an annual amount not to exceed \$200,000 and a maximum aggregate amount not to exceed \$600,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. FIRST AMENDMENT TO THE COOPERATIVE PURCHASING AGREEMENT WITH TITAN MACHINERY INC. FOR FLEET EQUIPMENT

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase fleet equipment extending the contract term and increasing the maximum aggregate over the term of the contract from \$206,000 to \$606,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. CONSTRUCTION CONTRACT WITH TALIS CONSTRUCTION CORPORATION FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT MARICOPA STREET AND AVONDALE BOULEVARD

City Council will consider a request to approve a Construction Contract with Talis Construction Corporation to provide construction services for the Maricopa Street and Avondale Boulevard Traffic Signal Project in the amount of \$426,997.00, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

f. CONSTRUCTION MANAGER AT RISK AGREEMENT WITH CORE CONSTRUCTION, INC. FOR THE POLICE PROPERTY AND EVIDENCE ROOM EXPANSION PROJECT

City Council will consider a request to award a Construction Manager at Risk contract to Core Construction, Inc. for construction of the Police Property and Evidence Room expansion project, authorize payment in the amount of \$77,968 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CONSTRUCTION MANAGER AT RISK AGREEMENT WITH HAYDON BUILDING CORP. FOR THE RESOURCE AND SENIOR CENTER

City Council will consider a request to award a Construction Manager at Risk contract to Haydon Building Corp. for the construction of the co-located Resource and Senior Center, authorize payment in the amount of \$101,981 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 3556-619 - AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF TRANSPORTATION FOR THE AGUA FRIA MULTI-USE PATH

City Council will consider a request to adopt Resolution 3556-619 approving Amendment No. Two to the Intergovernmental Agreement with the State of Arizona through the Department of Transportation to designate the state as the City's agent to obtain federal funds for the construction of the Agua Fria Multi-Use Path, and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

6. REGULAR AGENDA

a. PUBLIC HEARING - FISCAL YEAR 2019-2020 BUDGET AND PROPERTY TAX LEVY

City Council will hold a public hearing to receive comment on the property tax levy and final budget for fiscal year 2019-2020 (FY2020) in the amount of \$236,699,250. No Council action is required.

7. ADJOURNMENT

SPECIAL MEETING

Convene immediately following the Regular City Council Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL NOTED BY THE CITY CLERK

2. RESOLUTION 3557-619 - SETTING FORTH THE FINAL BUDGET, FEE SCHEDULE, AND FINANCIAL POLICIES FOR FISCAL YEAR 2019-2020

City Council will consider a request to adopt Resolution 3557-619 approving the annual fee schedule, financial policies and final budget for fiscal year 2019-2020 (FY2020) in the amount of \$236,699,250. The Council will take appropriate action.

3. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.



CITY COUNCIL REPORT

SUBJECT: Special Events Calendar Fiscal Year 2019-2020

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Kirk Haines, Director, (623) 333-2411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Staff will present a recap of the Fiscal Year 2018-2019 Special Events, and request City Council to provide feedback and direction regarding the 2019-2020 special events program. This item is for information, discussion and direction.

BACKGROUND:

Special events create a forum that draws citizens of Avondale together to create a sense of community pride and gathering that celebrates and embraces the rich diversity of our city. One of the primary objectives of city special events is to enhance the quality of life for Avondale residents. Special events establish community goodwill, encourage community outreach and involvement, promote health and wellness, highlights our community, and attract visitors to the City.

On September 11, 2012 the City contracted with Tightline Systems, dba Goosebump Marketing and Events LLC as the event coordinator to assist Parks, Recreation, and Libraries, and the Community Relations Department staffs in the coordination of city-sponsored Special Events. Since that time, the special events program has been growing and expanding each year as we strive to evolve and improve programs to keep them from getting stale or commonplace.

On July 10, 2017, City Council awarded a new contract with Goosebump to continue to utilize their expertise to produce six signature events each year and support three additional special events. The relationship with Goosebump, coupled with additional one-time events planned and implemented by Parks and Recreation staff has generated a well-rounded special events program throughout the year.

DISCUSSION:

The six *signature events* that are managed by Goosebump include Billy Moore Days, Winterfest, CulturePop, Tres Rios Nature Festival, KidFest, and Fiesta Avondale. Goosebump also provides additional support for the Avondale Cup golf tournament to benefit the Avondale Boys & Girls Club - Thornwood Branch, Veterans Day Ceremony and 5K Fun Run, and the Memorial Day Ceremony.

In addition to these larger scale special events, the City also provides a series of smaller events that provide a closer connection with our community. Several of these events are conducted within neighborhood parks, while others focus on our younger population. Examples of these activities include Movie Night(s) in the Park, teenager and after hour events, Halloween event and more.

Staff is in the process of developing and organizing two new events for the upcoming season. The first item is an organized bicycle ride along Avondale streets, and to partner with our healthcare providers in the city to bring recognition to providing healthy alternatives for our residents. We are in the early stages of organizing this event. The second event is hosting a grand opening party for Festival Fields Park. The completion date for this project is estimated between Thanksgiving and Christmas later this year. The goal is to have every resident come out and celebrate this new attraction to Avondale.

A third category of special events involves our city providing support, funding and sponsorship through a special events program to other organizations that host and manage events within the community. Avondale invested approximately \$5,000 in cash and in-kind support this past year through this *affiliated events* program for the following events:

- Estrella Mountain Community College – Black History Month
- Ballet Folklórico Esperanza – Día de Los Muertos

We continue to search for additional opportunities through this affiliated events program, and some discussions have included partnerships with EMCC for Juneteenth and ISM Raceway to provide expanded connections with our residents to activities and events for the entire family.

The following is a tentative lineup of events for Fiscal Year 2019-2020:

City of Avondale and Goosebump Marketing Special Events

- Billy Moore Days - October 17-20, 2019
- Avondale Cup - November 8, 2019
- Veterans Day - November 11, 2019
- WinterFest - December 7, 2019
- Tres Rios Nature Festival - February 29 - March 1, 2020
- CulturePOP - March 21, 2020
- KidFest - April 11, 2020
- Fiesta Avondale - May 2, 2020
- Memorial Day - May 29, 2020

City of Avondale Managed Special Events

- Waterpalooza - July 4
- Afterhours for teens - splash pad
- Indoor movie – City Hall - July
- Afterhours for teens - July, December 2019, January, March, April 2020
- Movie Night - September, November, December, March, April 2020
- Halloween themed event
- Afterhours for youth
- Family Dance event - February
- Movie indoors- City Hall
- Avondale *Half-Metric* Bike Ride
- Festival Fields Grand Opening

City Council will be requested in an upcoming meeting to approve a contract amendment with Tightline Systems, dba Goosebump Marketing and Events to extend their contract for the next three years and expand their capacity for the upcoming years for the term of their contract.

BUDGET IMPACT:

Funds in the amount of \$429,390 were requested in the Fiscal Year 2019 - 2020 Operating Budget, Parks and Recreation Department, Recreation Division, Account No. 101-8125-00-6181 and 101-8125-00-6180 for these special events.

RECOMMENDATION:

This item is for discussion.



CITY COUNCIL REPORT

SUBJECT: Civic Center Office Buildings

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Daniel Davis, Economic Development Director, (623) 333-1411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Staff will present to Council, information on an opportunity to develop office buildings on the Civic Center campus. This item is for discussion only.

BACKGROUND:

The City of Avondale, like manner communities in the west valley, we do not have an inventory of class A office building that would provide opportunities for business attraction. Currently, the city has a little over 1 million square feet of office product, with a 2.7% vacancy rate. Staff has been analyzing this issue, and have sought input from various industry experts to determine what options may be utilized and have an impact to encourage office development.

DISCUSSION:

When the Civic Center campus was developed in 2003, the General Contractor, Sundt Construction purchase approximately 8 acres of property from the city. The property was planned to included three (3) parcels for development and a view corridor. One of the parcels was developed with a 31,000 SF office building that is the corporate headquarters for ISM Raceway, and three other businesses. The other 2 parcels have remained vacant, even with all of the critical infrastructure in place making them quality shovel-ready sites.

When the city sold the property to Sundt, there is a re-purchase provision within the agreement that would allow the city to re-acquire the property if development had not occurred on the parcels within eight years.

The City contracted with LEA architects to develop conceptual designs for the development of office buildings on the two parcels. The plans were developed to provide the city information regarding the potential size of buildings could fit on the parcels, building orientation, pedestrian and vehicle circulation, parking capacity, and fire access. Staff will present council with an overview of the conceptual plans.

BUDGET IMPACT:

There is no budgetary impact regarding this project at the current time.

RECOMMENDATION:

For information and city council discussion



CITY COUNCIL REPORT

SUBJECT: Resource Center Schematic Design

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Staff will present to Council, the revised schematic design for the new Resource Center. This item is for discussion only.

BACKGROUND:

In tandem with the FY2019 budget, City Council approved Capital Improvement Project GG 1410, Resource Center, to design and ultimately construct a new co-located Senior and Resource Center facility on city owned property located at the southwest corner of 10th street and Riley Drive.

On February 05, 2019, the City issued RFP NFS 19-066 requesting that qualified design firms submit statements of qualification (SOQ) outlining their ability to design this project and to meet the City's needs. Five firms submitted SOQ's and, after a thorough evaluation process, Architekton was identified as the top candidate. City Council awarded a contract with Architekton on March 25, 2019.

DISCUSSION:

City Staff and the Senior and Resource Center partners have been meeting with Architekton weekly to discuss the functionality and organization of the new space. Key elements during the visioning sessions for the new facility that have been discussed with Architekton is the need to create an environment that is warm and welcoming, safe and supportive, caring, family oriented, collaborative, effective, efficient and resilient. The five (5) core values identified for the new facilities are: (1) Empathy (2) Integrity, (3)Family, (4) Synergy, and (5)Adaptability.

A design charrette and program meetings have also been held with key staff members and the city partners. Each meeting has identified the need for the new facility to be designed efficiently and effectively, be an icon for the community, and be able serve its members and staff well into the future.

The overall design will include a one story building, 25,000 S.F. of open and functional space for its members. The design will have an inviting entry way with a welcome area/front desk, outdoor shaded areas for walking, gathering, and socializing, active fitness space, dining hall, commercial kitchen, multi-purpose meeting rooms,

classrooms, partner work stations, new offices, a play area, cubicles, and storage. The overall design of the building will capture architectural features to ensure it is a pillar of the community, honor Mayor Marie Lopez Rogers, and be located appropriately on the site to capture the view of the Estrella Mountains. The Zoom bus will also provide direct pick up and drop off service to the new facility.

Staff will present City Council with the attached conceptual schematic designs and collect Council's input on this project, as well as be available to answer any questions. Staff will return with detailed plans at an upcoming Council meeting.

Staff and management have reviewed the overall design and are confident the facility will support future growth. In order to maintain the current timeline for approval, construction, and increasing costs, staff recommends we move forward as expeditiously as possible. If any other modifications are made we would entertain a change order and come back to Council for further approvals.

The tentative schedule for the project is as follows:

Award Construction Contract: June 3, 2019

Complete Design: December, 2019

Begin Construction: January, 2020

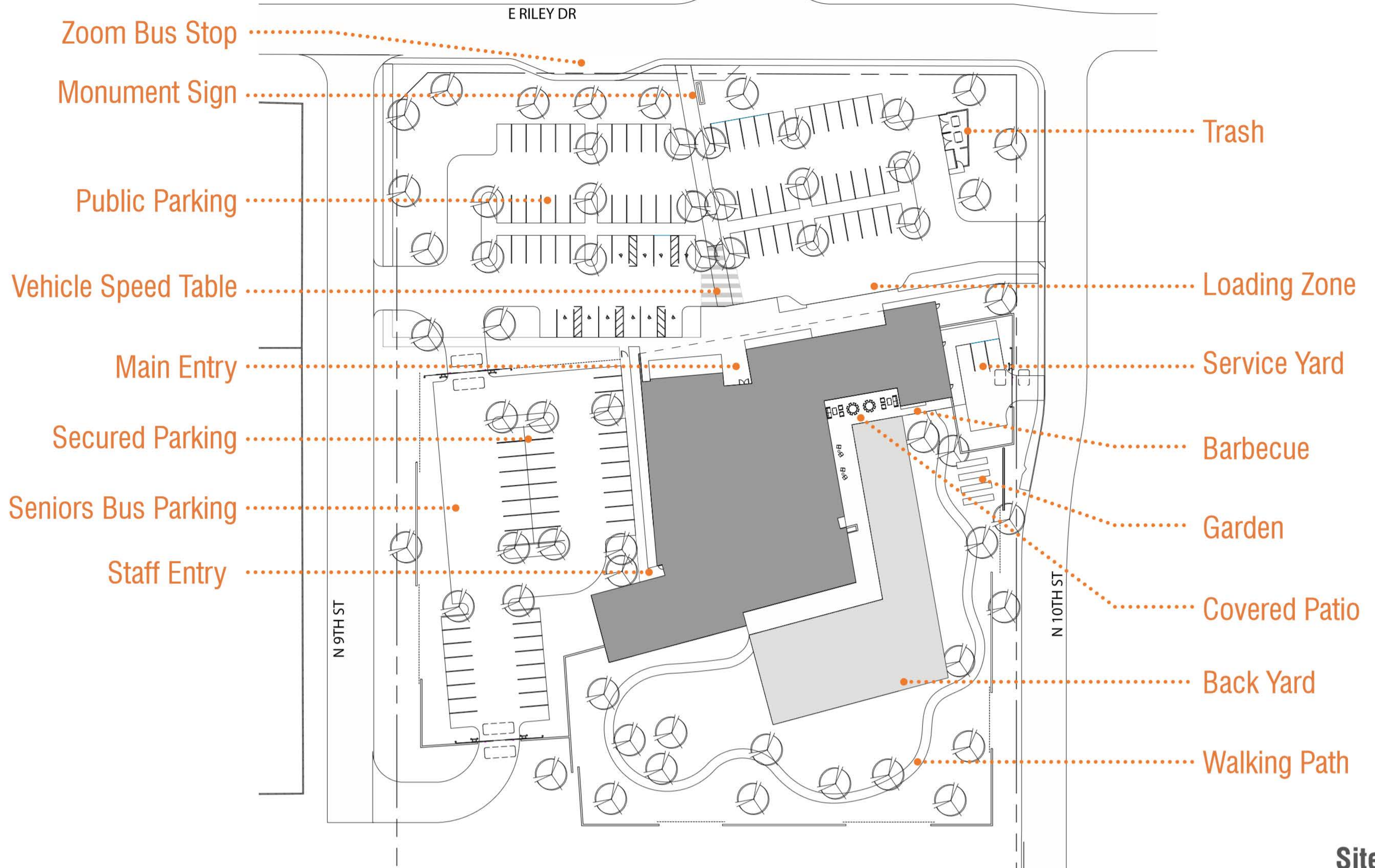
Project Completion: Fall 2020

BUDGET IMPACT:

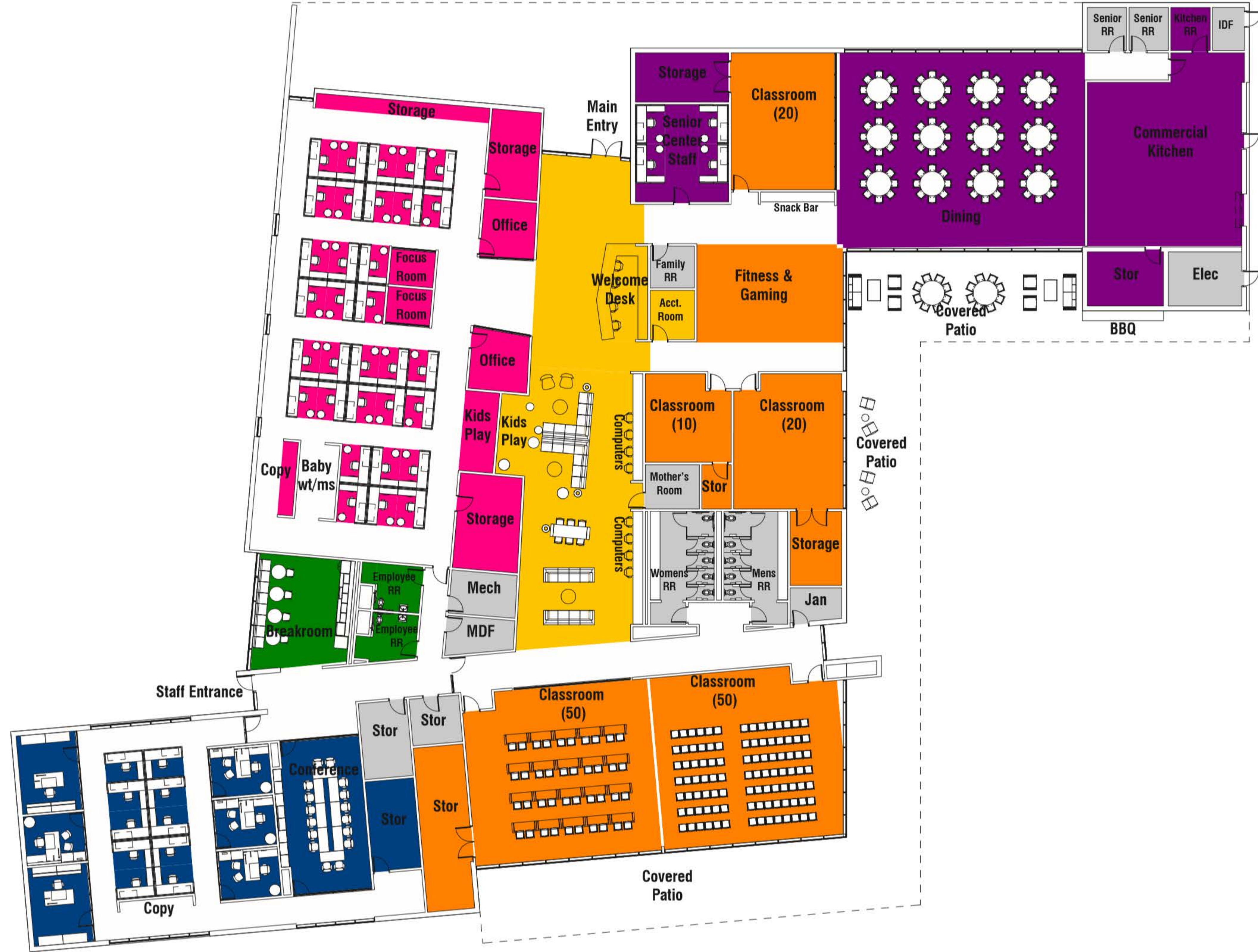
Funding for this project is included in the Tentatively adopted FY2020 budget for \$11,720,707.

RECOMMENDATION:

City staff will request feedback from the City Council on the schematic design.



Site Plan



Floor Plan

City Program Staff

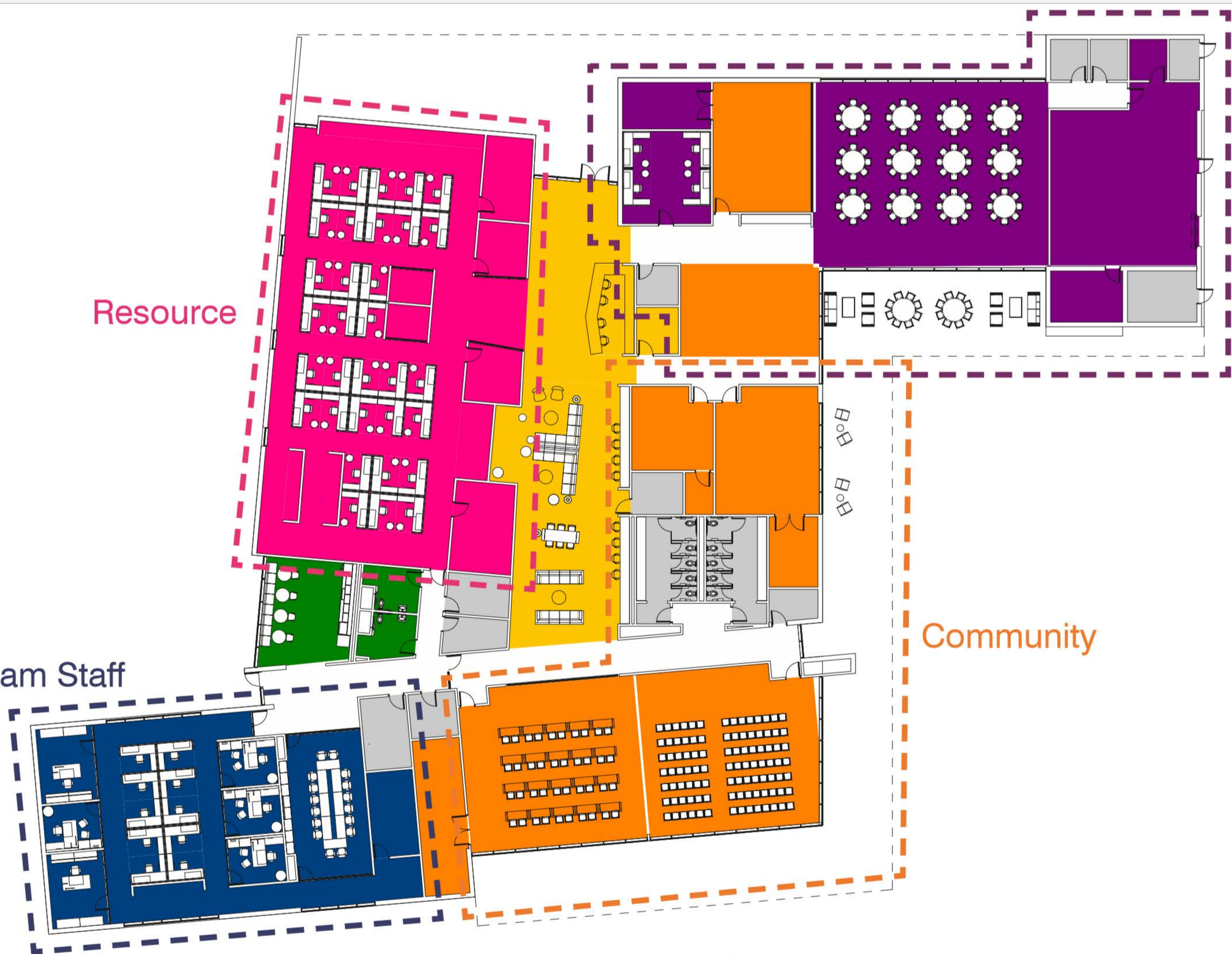
Resource

Senior Center

Community



Program Zones





CITY COUNCIL REPORT

SUBJECT: Pension Funding Policy

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Pension Funding Policy and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

During the 2018 legislative session, HB 2097 was adopted requiring participants in the Arizona Public Safety Personnel Retirement System (PSPRS) to formally adopt a pension funding policy. The governing body must adopt the policy annually, accept the employer's share of the system's assets and liabilities, and post the policy on its website.

DISCUSSION:

To fulfill the new statutory requirement of Laws 2018, Chapter 112 the city must enact a policy to outline and communicate the Council's pension funding objectives as follows:

Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:
 - a) How to maintain stability of the governing body's contributions to the system.
 - b) How and when the governing body's funding requirements of the system will be met.
 - c) Define the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.
2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.
3. Post the pension funding policy on the governing body's public website.

The city's policy is based on the template being used by cities and towns statewide to meet all of the requirements of A.R.S. 38-863.01. The proposed policy commits the city to funding annual contributions from operating revenues and further commits the city to pre-pay contributions to maximize interest earnings to reduce our long term liability. Additional

elements to reduce the long term liability include a commitment to pay all funds budgeted for the employer contribution, including funds tied to vacant positions and for employees in the DROP program for which no city contribution is required.

BUDGET IMPACT:

There is no budgetary impact from this action, but this policy is consistent with budgetary practices.

RECOMMENDATION:

Staff recommends approving the pension funding policy.

City of Avondale Public Safety Personnel Retirement System Fiscal Year 2020 Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost, which is the estimated cost of pension benefits earned by employees in the current year, and amortization of UAAL, which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is, with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Avondale has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Avondale Police Dept. (139)	\$ 28,125,315	\$ 46,647,737	\$ 18,522,422	60.3%
Avondale Fire Dept. (059)	24,288,994	34,323,976	10,034,982	70.8%
Totals	<u>\$ 52,414,309</u>	<u>\$ 80,971,713</u>	<u>\$ 28,557,404</u>	<u>64.7%</u>

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2037. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Avondale's liability.
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- **Maintain ARC payment from operating revenues** – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for fiscal year 2020 is \$4,413,366 and will be payable from operating funds.
- **Additional payments above the ARC**
 - **Prepay both the employer and employee ARC within the first 90 days of the fiscal year** – Pre-funding the full city contribution and a portion of employee contributions has an immediate impact on long-term funding due to the increased investment returns applied directly to the City's PSPRS trust accounts.
 - Employer contributions will be prepaid in full at the amount included in the City's annual budget – The City's annual budget amount is based upon the actuarially determined rate applied to 100% full employment for all positions including budgeted vacant positions, positions filled by an employee in DROP, and all

other eligible positions whereby contributions are not currently required, but have been budgeted for by the City.

- Employee contributions will be prepaid at 50-75% of the estimated employee ARC based upon cash flow needs at the discretion of the Finance and Budget Director.
- **Annual pension contributions above the ARC** – As part of City's annual budgetary process, evaluate the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the most current actuarial valuation and the City's general fund financial position and consider funding appropriations in excess of the ARC to incrementally achieve the Council's PSPRS funding ratio goal of 100%.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2037, in accordance with the amortization timeline set forth by the PSPRS June 30, 2018 Actuarial Valuation.



CITY COUNCIL REPORT

SUBJECT: Professional Service Agreement with E-Z Towing & Recovery, LLC for Towing Services

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Professional Services Agreement with E-Z Towing & Recovery, LLC for towing services, which include but not limited to, police requested tows, private tows and city tows and authorize the Mayor, or City Manager and the City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

For the past year, the City of Avondale has maintained a towing service contract with E-Z Towing. The contract had been in extension due to no proper submittals from companies in the previous years. The current extension is set to expire on June 4, 2019. In order to continue to provide fair and equitable towing services to the City of Avondale, our citizens and visitors; tow companies interested were invited to provide their services to the City of Avondale. Only one towing company met and submitted all the qualifications to be considered for the towing contract. E-Z Towing was the sole contractor whom submitted and met all qualifications to include the lot inspection.

DISCUSSION:

The City of Avondale issued a Request for Proposals seeking to secure towing services for private tows and city tows which includes, but are not limited to, the removal of wrecked vehicles from collision scenes, vehicles constituting traffic hazards, those vehicles declared abandoned, where the vehicle shall be towed for thirty (30) days per Arizona Revised Statutes and for police evidence vehicles and for other city departments when a city vehicle becomes disabled.

There were numerous areas where interested vendors needed to be in full compliance in order to be considered and then awarded this one-year contract. These areas of compliance support the City's objectives related to providing quality internal and external customer service, as well as providing efficient and professional service. Examples of these areas of compliance include:

1. Equipment- Each tow company shall provide sufficient tow trucks to various sizes to service the City. These trucks must be equipped with necessary equipment to prevent damage to towed vehicles and other necessary equipment to clean up accident scenes. All tow trucks must be equipped with a two-way radio system with 24-hour dispatching.
2. Storage Facilities- Each storage facility shall provide a fenced, lighted storage area with a secure fence at least six feet in height which provides adequate security. Each tow company shall maintain a storage yard located no further than a ten mile driving distance from Avondale City Hall. Additionally, there must be a segregated area of the facility for storage of vehicles designated as "HOLDS" by the Avondale Police Department.
3. Business Hours- The tow company shall staff its vehicle storage facility during normal business hours for the purpose of vehicle release or appraisal. After hours, the tow company shall have a telephone number prominently posted on their storage location for after-hour release of vehicles.
4. Fees- The tow company submitted a fee proposal including all fees related to the towing and storage of vehicles. Towing fees are based on an hourly rate. Any subsequent charges after the first hour shall be imposed after the expiration of each 15-minute period. The hourly rate may be charged beginning at time of dispatch and ending at the time the vehicle is off hook at the storage facility. Storage charges are to be imposed for each 24-hour period beginning at the time when the vehicle is off hook at the storage facility.
5. Response Time- The tow company shall respond and arrive at the requested scene within 20 minutes from receipt of a request for tow within the boundaries of the City, including county islands surrounded by the City boundaries. This covers the majority of all tow requests.
6. Billings and Payment- Each tow company must accept as a method of payment; cash, debit cards and credit cards, and may accept checks. The company shall have a sufficient equipment and personnel in the business office to complete paperwork and process payment and release the vehicle upon customer's or the agent's initial appearance to claim the vehicle.

Additionally, any and all complaints received from citizens and police employees related to the services provided by the company or its staff, will be sent to the City's Procurement Officer for review. If the complaint is substantiated, it will be logged and over the course of time, the City of Avondale has the right to discontinue its contract for multiple substantiated complaints, to include, but not limited to: poor customer service, extended response times, etc.

BUDGET IMPACT:

No additional funding is needed.

Budgeted funds from line item 101-6110-00-6180 are used for police requested tows. The budgeted amount under this line item meets the need of the City of Avondale's Police Department. Towing services required through Public Works-Fleet Services are budgeted and expended from line item 606-5200-00-6180.

RECOMMENDATION:

Staff recommends Council approve the Professional Service Agreement with E-Z Towing & Recovery, LLC for towing services for a one-year initial term which offers four (4), one-year successive renewal options, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**SERVICE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
E-Z TOWING & RECOVERY LLC**

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of June 4, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and E-Z Towing & Recovery, an Arizona limited liability company (the “Contractor”).

RECITALS

A. The City issued a Request for Proposals, PD 19-108 “CITYWIDE TOWING SERVICES” (the “RFP”), a copy of which is on file in the City’s Finance Office and incorporated herein by reference, seeking proposals from vendors for services consisting of (i) motor vehicle towing and roadside assistance (the “Towing Services”) and (ii) storage of motor vehicles (the “Storage Services”). The Towing Services and Storage Services are collectively referred to herein as (the “Services”).

B. The Contractor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) establishing the terms and conditions by which the Contractor may provide on-call general towing services to the City and to non-City customers, as more particularly set forth in Section 2 below on an “as need” basis (the “Services”) and (ii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 6, 2020, (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of

this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided as directed by City staff and authorization has been approved. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement. For project(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the specific Services to the City agreed upon between the parties in a written invoice, quote, purchase order or other form of written acknowledgment describing the Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for City Tows (as described in the Scope of Work) at the rates as set forth for City Tows in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The maximum aggregate amount for this Agreement shall not exceed \$250,000.00. Contractor shall provide Services for Private Tows at the rates set forth in the Fee Proposal, attached hereto as Exhibit C. Charges for Services relating to Private Tows as provided under this Agreement will be paid directly to the Contractor by the individual(s) receiving the Services. **The City will not be**

responsible for non-payment of bills tendered to individual(s), owners or owners' agents for Private Tows.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or

agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

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

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates

and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

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

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

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

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

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

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

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall

cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

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

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

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

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative

discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

14.7 Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall

be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Loretta Browning, Senior Buyer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: E-Z Towing & Recovery LLC
901 E. Riley Dr.
Avondale, AZ 85323
Attn: Daniel Thiem, General Manager

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.

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

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

14.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

E-Z TOWING & RECOVERY LLC,
an Arizona Limited Liability Corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of E-Z TOWING & RECOVERY
LLC, an Arizona Limited Liability Corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the E-Z Towing & Recovery LLC.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
E-Z TOWING & RECOVERY LLC

[Contractor's Proposal]

See following pages.

E-Z

Towing & Recovery LLC

**901 E. Riley Drive
Avondale AZ, 85323
623-932-2525**



**City of Avondale
Solicitation Number PD 19-108**

A. General Information-

2- E-Z Towing & Recovery LLC is an Arizona Limited Liability Company (EIN # 86-0902749) founded in 1985, by a local family, J. Bruce Thiem and Carol A Thiem, who noticed local law enforcement was being neglected by Phoenix based towing providers. All members of E-Z Towing & Recovery LLC's ownership and management team have full authority to act on the behalf of E-Z Towing & Recovery LLC regarding this RFP and contract. 3- E-Z Towing & Recovery LLC has one principle location, located at 901 E. Riley Dr. Avondale AZ, 85323. Our operating authority is as follows: USDOT number 1745446, federal tax ID number is 86-0902749, our Arizona State business license is 07564620 and our City of Avondale business license is 6241. 4- For the past 34 years, we have provided all forms of towing and recovery services for Law Enforcement and the general public, including dealerships and local repair facilities. Our reputation has been built on customer service, and will continue to strive to be the best in the towing industry. E-Z Towing & Recovery LLC is a Law Enforcement Towing Provider first and foremost, with the ability to provide unmatched service and response times. 5- E-Z Towing & Recovery LLC began business in February 1985 as E-Z Towing. 6- E-Z Towing & Recovery LLC has never had a contract terminated by any Law Enforcement agency in its' previous 34 years of business. 7- E-Z Towing & Recovery LLC has had zero claims, which arose as a direct result of providing services under a contract.

B. Experience and Qualifications-

1- E-Z Towing & Recovery LLC was founded to fulfill a desperate need for Law Enforcement Towing and Recovery services in the greater west valley. E-Z Towing & Recovery LLC quickly became known as the premier Law Enforcement provider. As the name grew, the fleet was expanded to become what is now the ONLY FULL SERVICE West Valley based Towing Company. Our fleet ranges from small wrecker style tow trucks, 4X4 Recovery Units, flatbed tow trucks, heavy duty wreckers, 55 ton "lowboy" recovery trailers, to a state of the art 50 ton Rotating Wrecker with a computer base load management system, there is nothing we cannot handle. We are currently contracted with several Law Enforcement agencies including: City Police Departments (currently sole providers for the Cities of Avondale and Goodyear), State Troopers, County Sheriff's, Federal Agencies, and Military Security Forces. The vast majority of our services, whether it is for Law Enforcement or the general public, are considered

“on-call,” because nobody plans a breakdown, accident, or impound. Our A-1 zoned six acre storage yard, located at 901 E. Riley Drive, Avondale, AZ 85323, has been our only dedicated yard for storage services for all contracted police departments since January 2005.

2-

-Buckeye Police Department c/o Sgt. John Larson 623-349-6400

100 N. Apache Road Buckeye AZ 85326

Law Enforcement and City Fleet Towing and Recovery Service

Current Contract- November 05, 2008 – Present (Rotational Contract)

Approx. Number of Annual Tows- 402

Response Time Requirement- 30 Minutes

Coverage Area- City of Buckeye and Metro Phoenix (24 Hours Service)

Services Provided- Light, Medium, Heavy, Off-Road, Towing & Recovery, and Storage.

Equipment Required- 2 “Flatbed variety”, 1 Heavy Duty, 1 Medium Duty.

Storage Facility Requirements- Fenced, lighted storage area with secure fence at least 6 feet in height which provides adequate security. Facility shall be appropriately zoned and adequate space shall be available to accommodate the estimated volume. Contractor shall display an appropriate sign with the proper name of business and address visible from the public street. The storage facility shall have an office suitable for conducting business with customers and records retention shall be onsite. “Normal Business hours” are defined as Monday-Friday 8:00 am – 5:00 pm. Contractor shall have phone number posted at the facility for after-hours release of vehicle at customer’s request.

-The Department of Public Safety-Arizona Highway Patrol

c/o Kamie Hong 602-223-2461

2101 W. Encanto Blvd. Phoenix AZ 85009

Law Enforcement Towing and Recovery Services Statewide

Current Services Agreement- September 2017 – August 31, 2019 (Rotational Contract)

Approx. Number of Annual Tows- 412

Response Time Requirement- 30 Min (Light & Medium) 45 Min (Heavy)

Coverage Area- AZ DPS Metro District (Areas 1-7), District 4 (Areas 2, 4, 5)
(24 Hours Service)

Services Provided- Light, Medium, Heavy, Off-Road, Towing & Recovery, and Storage.

Equipment Required- Sufficient equipment to handle areas/type of towing awarded.

Storage Facility Requirements- Have entire perimeter secured by 6 (six) foot high enclosure (i.e. fence, block wall, building) and secured lockable entry ways (i.e. lockable gates, garage type doors, etc.) to prevent unauthorized access to stored vehicles. Facility shall have access limited to towing firm, Law enforcement personnel, vehicle owners, or others having legitimate business reasons for entering. Storage yard shall be EXCLUSIVE to the storing of towed vehicles ONLY. Shall have ground surface that enables the safe movement of stored vehicles throughout the lot. Must have sufficient lighting to allow for night time release/inspection of vehicles. Storage facility must be accessible at a minimum, between the hours of 8:00 am to 6:00 pm, Monday through Friday (excluding holidays) for releasing vehicles/property, without additional charges being levied.

-Maricopa County Sheriff's Department c/o Det. Richard Ortega 623-876-5874

320 W. Lincoln Street Phoenix AZ 85003

Law Enforcement Towing and Recovery Services Countywide

Current Services Agreement- July 2015 – April 2020 (Rotational Contract)

Approx. Number of Annual Tows- 135

Response Time Requirement- 30 Minutes

Coverage Area- Maricopa County. (24 Hour Services)

Services Provided- Light, Medium, Heavy, Off-Road, Towing & Recovery, and Storage.

Equipment Required- Contractor shall have sufficient quantity of power-operated tow vehicles in good, serviceable condition available to MCSO as needed for the service type (light,medium,heavy) for which they are providing services.

Storage Facility Requirements- Facility shall include the following: Be a fenced area used exclusively for towed vehicles. The fence shall be at least 6 feet in height. Fence may be constructed from chain link, masonry, wood, or an equivalent fencing/security measure deemed sufficient by MCSO. Strands of barbed wire or fencing commonly known as "hog wire" or "chicken wire" are not allowed. Facility shall have lighting to provide sufficient illumination to ensure the security of all stored vehicles in contractor's care. Contractor may provide either 24/7 on-site security personnel or a 24/7 monitored video security system. Contractor shall have phone number prominently posted on the storage facility location for after-hours release. Storage facility shall have the capability to accept payment by vehicle owners, or owner's agent. Contractor shall NOT require vehicle owner, or owner's agent to travel to a separate location for payment. Normal business hours Monday – Friday, 8:00 am – 5:00 pm.

-Avondale Police Department c/o Memo Espinosa 623-333-7325

11465 W. Civic Center Drive Avondale AZ 85323

Law Enforcement and City Fleet Towing and Recovery Services

Current Contract- June 2012 – August 27, 2019 (Rotational & Sole-Provider)

Approx. Number of Annual Tows- 996

Response Time Requirement- 20 Minutes

Coverage Area- City of Avondale and Metro Phoenix (24 Hour Service)

Services Provided- Light, Medium, Heavy, Off-Road, Towing & Recovery, and Storage.

Equipment Required- Sufficient tow trucks to service the City's needs. At least: 2 "flatbed variety" tow trucks, 1 medium-duty tow truck, 1 heavy-duty tow truck.

Storage Facility Requirements- With On-Site Business Office. Contractor shall provide a storage facility with lighted storage area and a secure fence at least 6 feet in height to provide adequate security. Storage location shall have adequate space available to accommodate the estimated volume of tows. Facility must have a sign, displaying the name and address of the business, visible from the public street. Contractor shall provide an office, suitable for conducting business with customers and record retention must be provided on site. Storage facility must be staffed Monday – Friday, 8:00 am – 5:00 pm, and have an answering system to receive calls after normal business hours. Storage facility must have a segregated area with a room(s) for the storage and processing of vehicles designated as a HOLD by the department. The storage facility must be locked when unattended, and contractor shall not store vehicles at any other location than the City approved location.

-Goodyear Police Department c/o Shelly Tarasewicz 623-882-7473

11 N. 145 Ave Goodyear AZ, 85338

Law Enforcement and City Fleet Towing and Recovery Services

Current Contract - May 2017- November 2022 (Sole Provider)

Approx. Number of Annual Tows- 1039

Response Time Requirement- 20 Minutes

Coverage Area- City of Goodyear and Metro Phoenix (24 Hour Service)

Services Provided- Light, Medium, Heavy, Off-Road, Towing & Recovery, and Storage.

Equipment Required- Contractor shall provide sufficient equipment for the operation of the towing service according to the requirements of the contract. Contractor shall have its' name displayed on both sides of tow truck in letters achieving a minimum 3-inch height and displaying the Department of Public Safety Inspection seal.

Storage Facility Requirements- Vehicles shall not be stored at any location other than as recorded and approved by the City. Contractor shall provide a fenced area with a secure fence at least 6 feet in height. The fenced storage area shall be locked when unattended. Contractor shall be responsible for the safekeeping of all vehicles and their contents. The Storage facility should be located either within the City or within a reasonable distance from the City limits not to exceed 10 miles. The facility shall comply with all zoning and land use requirements of the jurisdiction in which it is located. The storage facility shall have an office structure present: staffed by an employee of the contractor during normal business hours (Mon-Fri 8am-5pm), with telephone and restroom facilities available. Contractor shall provide proof of ownership or right to use of the storage facility to the city.

C. Key Positions –

Bruce Thiem-Managing Member- Mr. Thiem, along with his wife and business partner, founded E-Z Towing & Recovery LLC in 1985. Bruce is still very involved in the business, both at our facility and in public. Bruce brings over 34 (thirty four) years of Law Enforcement Towing and Recovery experience to the departments his company services and the employees who work under his direction. Mr. Thiem has grown and adapted his company to exceed the ever-changing demands of Law Enforcement and his community.

Rebecca Diaz-Office Manager- Mrs. Diaz has been employed by E-Z Towing & Recovery LLC for over 18 (eighteen) years. Rebecca is without question one of the best storage facility managers and Law Enforcement impound specialists. She has extensive knowledge of the Arizona Title 28 code, including A.R.S. 28-3511 impounds and A.R.S. 28-3512 release procedures.

Daniel Thiem-General Manager- Mr. Thiem was born and raised in the industry, with over 20 (twenty) years of on the job experience. Daniel is a Light, Medium, and Heavy operator, who works hand in hand with other operators on scene to insure we provide the best customer and Law Enforcement service valley wide. Daniel takes time out of his schedule regularly to meet with Law Enforcement and local community leaders to better understand their needs and the needs of their community.

Bob Shupp-Operations Manager- Mr. Shupp has been employed by E-Z Towing & Recovery LLC for over 20 (twenty) years. Bob began his career with us as a flatbed operator, and quickly grew to become a first-class Medium, and Heavy operator. Bob works with all the operators daily to insure the trucks are kept in exceptional condition and guarantees they have all the necessary equipment to provide unmatched service to all customers and Law Enforcement.

Operators/Office Personnel:

Amanda Knutson - Office Personnel	Ronald Lefler - Driver/Operator
Greg Thiem - Driver/Operator	Albert Laracuenta - Yard Personnel
Alyn Schooley - Driver/Operator	Mark Lindquist - Driver/Operator
Joseph Kelsheimer - Driver/Operator	Barry Thiem – Driver/Operator
Phillip Fitzwater - Driver/Operator	Matt Stimmler - Driver/Operator
Scott Dorsey - Driver/Operator	Phillip Brown - Driver/Operator
Carol Thiem – Member/Human Resources	Richard Rector - Driver/Operator

4- Unlike most other Towing & Recovery Service Providers, our Management and Ownership is involved in all facets of the Business, from the administrative aspects, to the on-scene recovery and clean up required by Law Enforcement. E-Z Towing & Recovery LLC has spent the last 30 plus years of business, growing its' fleet of equipment and staff of operators, to become the complete **“FULL SERVICE”** towing provider for all of your municipal and Law Enforcement Towing and Recovery needs.

5- NO SUBCONTRACTORS—Contractor intends to perform all work detailed in the RFP and resultant contract Scope of Work.

D. Services Approach –

(1) Vendor's Approach – E-Z Towing & Recovery LLC continues to raise the bar for Law Enforcement towing and recovery services. With a highly trained and experienced staff, E-Z Towing & Recovery LLC has yet to find a situation unmanageable. With our state of the art facility, just 3.21 miles from City Hall, we are able to respond with all the necessary equipment at a moment's notice.

Contract Management – E-Z Towing & Recovery LLC has provided services to West Valley Law Enforcement agencies for over 34 (thirty four) years, and has **NEVER** been terminated from any type of contractual agreement. The success and growth over the past 34 years can be directly attributed to the owner's and key personnel's daily involvement, and open line of communication with Law Enforcement personnel and clients. Our staff takes time out of their schedules to assist local municipalities, associations, and their personnel with community outreach programs, to better the local community, which we call home. E-Z Towing & Recovery LLC takes pride in all of its partnerships, and is humbled by the local community when we can assist.

Customer Service – Our customer service philosophy revolves around honesty, integrity and the "golden rule". We pride ourselves in having employees that believe customer service and safety are the most important aspects of our job. Our team strives to make an everlasting positive impression for all of our customers, during what could be a life changing situation. We are at the forefront of the industry when it comes to customer service.

Quality Control – Every Law Enforcement Officer, City Official, Procurement Specialist, and private citizen has direct access to the management team with just a phone call. We believe that the only way to guarantee our agents are representing E-Z Towing & Recovery LLC and its' affiliates professionally, is through open communication with any and all customers or clients. Every unit on our fleet is equipped with GPS tracking equipment, allowing our dispatch team to make expedited decisions for response times and review truck routes for better arrival times.

Scheduling & Staff – E-Z Towing & Recovery LLC hires only the cleanest, most professional operators in Arizona. We are committed to providing operators that anybody would feel confident in having their car towed by us or riding beside us in the cab. Our employees are screened through the Arizona Motor Vehicle Division, E-Verify, and Hire-Right, all have complete background checks performed before they are hired. After 34 years of service to Law Enforcement, we continue to over staff, always being prepared for the worst possible scenario. Over 90% (ninety percent) of our staff lives in the local Avondale, Goodyear, Tolleson, and Litchfield Park geographical area and can be at our facility to respond at a moment's notice. E-Z Towing & Recovery LLC has the personnel and equipment available 24 hours a day, 365 days a year for any situation that may arise.

(2) Fleet List

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>License</u>	<u>Class</u>	<u>Registered Owner</u>
2004	Chevrolet	K3500	CC81718	Light - 4X4	E-Z Towing & Recovery LLC
2005	Peterbilt	379	EZRESQ	Heavy	E-Z Towing & Recovery LLC
2006	Freightliner	Columbia	1TS786	Heavy	E-Z Towing & Recovery LLC
2008	Ford	F-750	EZ4LIFE	Light	E-Z Towing & Recovery LLC
2012	Peterbilt	337	YOUR EZ	Light	E-Z Towing & Recovery LLC
2012	Ford	F-750	DOITEZ	Medium	E-Z Towing & Recovery LLC
2012	Landoll	930	11435C	Heavy	E-Z Towing & Recovery LLC
2012	Freightliner	Cascadia	1TZ581	Heavy	E-Z Towing & Recovery LLC
2013	Dodge	5500	CK26305	Light	E-Z Towing & Recovery LLC
2015	Peterbilt	337	EZPIXUP	Light	E-Z Towing & Recovery LLC
2015	Dodge	5500	CK26304	Light	E-Z Towing & Recovery LLC
2015	Peterbilt	389	1TZ583	Heavy	E-Z Towing & Recovery LLC
2015	Peterbilt	389	CK76179	Heavy	E-Z Towing & Recovery LLC
2015	Freightliner	M2	CL71988	Medium	E-Z Towing & Recovery LLC
2016	Peterbilt	337	FAR 2 EZ	Light	E-Z Towing & Recovery LLC
2016	Trail-Eze	TE100	31272E	Heavy	E-Z Towing & Recovery LLC
2017	Peterbilt	337	CK26309	Medium	E-Z Towing & Recovery LLC
2019	Peterbilt	337	CL12408	Light	E-Z Towing & Recovery LLC
2019	Peterbilt	337	CL63868	Medium	E-Z Towing & Recovery LLC
2019	Peterbilt	389	LC42525	Heavy	E-Z Towing & Recovery LLC
2019	Landoll	440	64917F	Heavy	E-Z Towing & Recovery LLC
2019	Landoll	455	64925F	Heavy	E-Z Towing & Recovery LLC
2019	Peterbilt	337	(In Production)	Light	E-Z Towing & Recovery LLC
2019	Peterbilt	367	CL71989	Heavy	E-Z Towing & Recovery LLC

E-Z Towing & Recovery LLC has additional equipment available for the occasional situation, which requires equipment most towing providers do not have or must use subcontractors for. We have built our fleet of tow trucks and equipment to become the "FULL SERVICE" law enforcement towing provider. Additional equipment includes: 8 (eight), 30 yard roll off debris containers with rapid response trailer, an 8,000 pound capable off-road telescopic forklift, tracked skid-steer and wheeled skid-steer with multiple material recovery attachments, other 4X4 off-road recovery vehicles, a 250 gallon mobile fuel transfer station with HAZ-MAT compliant non-sparking transfer pump and ground wire, gas operated extrication tools, several 50 plus foot dry-van semi-trailers for cargo management, etc.

(a) Classification – Please Reference Fleet List Above

(b) All DPS Inspection/Certification Documents (Please See Attachment)

(c) Registered Owner – Please Reference Fleet List Above

(3) E-Z Towing & Recovery LLC does not currently have any trucks or equipment under purchase contracts; however, that could be changing in the near future.

(4) Dispatch – E-Z Towing & Recovery LLC has equipped every Tow Truck, piece of equipment, and response unit with continuous updating GPS software, allowing our dispatch team to monitor the fleet in "real" time and make split second decisions to guarantee the best response times in the industry. All drivers/operators carry 900 MHz digital trunked radios and backup cell phones, aiding in efficient dispatching and accelerated response times. Our 24 Hour Dispatch number is 623-932-2525; in the event of phone company failure we have "auto-transfer" services/software in place to send calls directly to the backup dispatch system with separate battery backup in case of power failure.

(5) E-Z Towing & Recovery LLC has a **FULL SERVICE** fleet including multiple Heavy Duty units; we **do not** use any subcontractors for any services the City might require.

(6) Master Log

Invoice

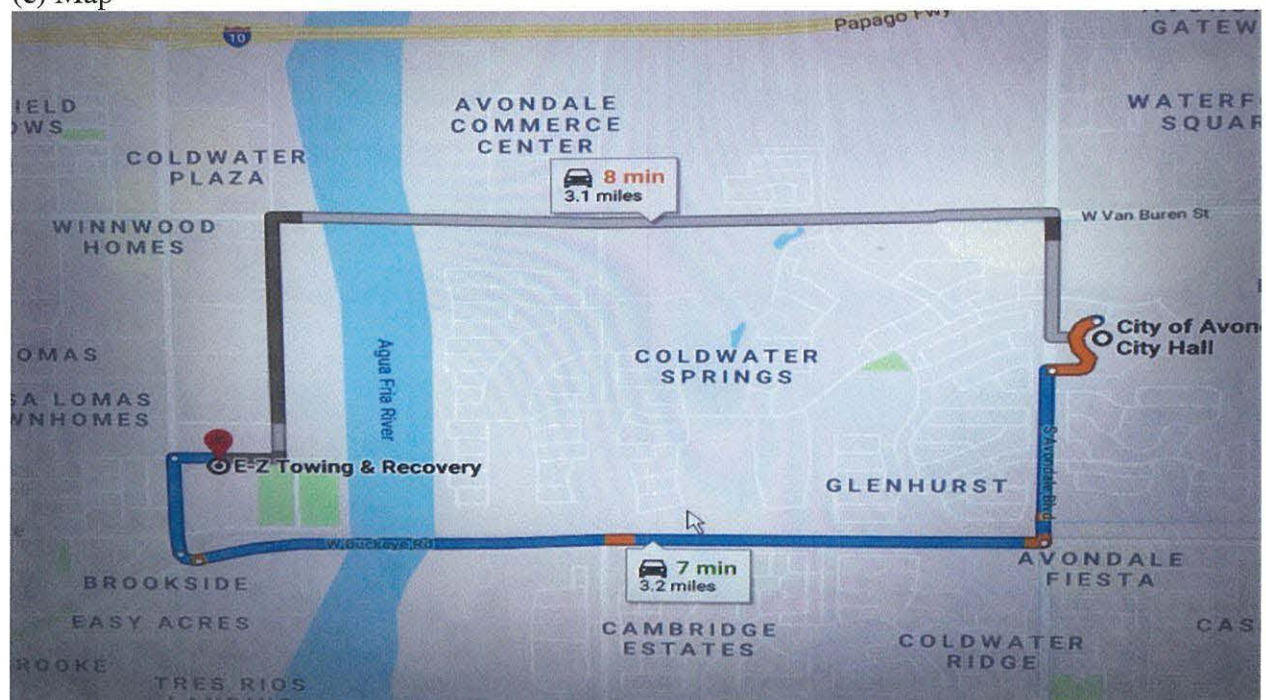
Ticket#	Date	Description	Tag#	SI	VIN	Hold	Days	Reason
AVONDALE POLICE DEPARTMENT								
230587	04/01/2018	03 Toyota Camry Solara SILVER	CE07732	AZ	279CE23P720016486	N	47	30 DAY
230675	04/01/2018	03 Ford Mustang RED	CE18883	AZ	1FAFP40477F152847	N	47	30 DAY
230712	04/01/2018	03 Honda Odyssey GOLD	BLC2118	AZ	5F1HLL180718039499	N	47	ACCIDENT
230714	04/01/2018	03 Pontiac Bonneville BLACK	67M8517	AZ	1G2H0536234103412	N	47	HAZARD PARKING
230717	04/01/2018	03 Volvo S40 GRAY	CEB4502	AZ	VV1M582351109311	N	47	ACCIDENT
230719	04/01/2018	03 Toyota Camry TAN	BY08150	AZ	4T1B83357YU100197	N	47	30 DAY
230719	04/01/2018		A238626			N	47	ABANDONED
230905	04/04/2018	01 Chevrolet Cavalier WHITE	63482	AZ	1G1F8334417270589	N	44	ACCIDENT
231051	04/07/2018	03 GMC Sierra SUVLER	NH5249	AZ	1GTR14W57L11030	N	41	30 DAY
231058	04/08/2018	02 Toyota Camry TAN	CFD3111	AZ	4T1B83362U0H0004	N	40	ACCIDENT
231055	04/09/2018	03 Pontiac Grand Am GOLD	1G2N93730C307374			N	39	ABANDONED
231204	04/10/2018	03 Ford LTD Crown Vlns TAN	F62983	AZ	1FAFP4377XK210162	N	38	ABANDONED
232768	04/11/2018	08 Ford Ranger WHITE	1F1V1K0548678084			N	37	ACCIDENT/30 DAY
231115	04/11/2018	02 Honda Accord SILVER	CYE3484	AZ	1HAC033792C01838	N	37	ACCIDENT
231161	04/11/2018	08 Ford Expedition GRAY	3PM4199	AZ	1FMAR18663A78668	N	36	30 DAY
231128	04/11/2018	03 Mitsubishi Outlander RED	CYD008	AZ	JA81X41021204094	N	35	ACCIDENT
230729	04/16/2018	07 Jeep Grand Cherokee BLACK	CG3497	AZ	1J4F58314675124	N	31	30 DAY
230786	04/16/2018	08 Chevrolet Malibu SILVER	CAE3491	AZ	1G1N0524110012682	N	31	ABANDONED
230800	04/17/2018	04 Chrysler Town & Country RED	CAE3709	AZ	2C3DP44248070114	N	31	ACCIDENT
231132	04/17/2018	09 Cadillac Deville GOLD	DG3048	AZ	1G6D544807004661	N	31	ARREST
230808	04/18/2018	05 Buick Park Avenue WHITE	3PL0122	CA	1G6D544807004661	N	30	30 DAY
231075	04/18/2018	08 Toyota Tacoma WHITE	BK7371	AZ	4T1K123402123710	N	30	30 DAY
231157	04/18/2018	07 Buick Lacrosse TAN	BK7253	AZ	2G4M11K0V064029	N	30	ACCIDENT
231174	04/18/2018	08 Pontiac Grand Prix GRAY	CGM1039	AZ	1G4H51K0V064029	N	30	30 DAY
231140	04/19/2018	08 Toyota Camry BLACK	CEH4711	AZ	1H4B51166081008	N	29	DONATION
231141	04/19/2018	08 Chevrolet Silverado WHITE	BH44629	AZ	1GND133990218064	N	29	DONATION
231175	04/19/2018	04 Volvo S40 SILVER	BH44629	AZ	1GND133990218064	N	29	DONATION

E-Z TOWING AND RECOVERY, LLC No. 232101
 901 East Sky Drive • Avondale, Arizona 85002 Office (623) 932-2400
 Dispatch (623) 932-2525

DATE: 04/19/2018 TIME: 1:40 PM
 NAME: [REDACTED] TAG: [REDACTED]
 ADDRESS: [REDACTED]
 CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
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(7) Storage Facility – E-Z Towing & Recovery LLC has been operating in Avondale since 1985, and is presently at (a) 901 E. Riley Drive, Avondale, Arizona since January 2005. We currently have 6+ acres, (b) zoned A-1, with maintained parking surfaces of decomposed granite, concrete, and asphalt. We have an additional 2+ acres, currently owned, available for immediate expansion. Our 7,000 square foot building contains 2,000 square feet of air conditioned office space with a customer lobby. The remaining 5,000 square feet is available for secured indoor storage, equipped with hydraulic 2-post car lift, climate control, and lighting to aid in investigation when needed. The entire facility is secured by an 8 (eight) foot plus, structural concrete block wall, topped with Ultra-Barrier. The storage yard is surrounded by an infrared photo-beam security system, with multiple photo/motion sensors that are monitored 24 hours a day, 7 days a week. To complement our security system, we have a 16 camera security system with high resolution PTZ cameras, with resolution good enough to read a license plate anywhere in our facility from a computer or mobile device. Our facility was designed and built by us for the towing and recovery industry with a strong focus on law enforcement towing and vehicle security. Customers have the ability to park on our asphalt, ADA compliant parking lot. We have a climate controlled INDOOR waiting lobby for conducting all business related to the towing and storing of all vehicles. We take pride in a face to face customer interaction without partitions or screens. Our lobby DOES NOT have “privacy glass” between the customers and our staff. We hope that this interaction can allow the citizen to feel good about an unpleasant circumstance and shows the type of customer service one can come to expect from E-Z Towing. Our waiting room has multiple chairs for customers waiting; a water dispenser is available. The facility has ADA compliant restrooms. (d) Our Storage facility is owned by All Service Automotive Professionals LLC, another entity of the E-Z Towing & Recovery LLC family. The entire facility and adjacent property for expansion is dedicated to E-Z Towing & Recovery LLC.

(c) Map

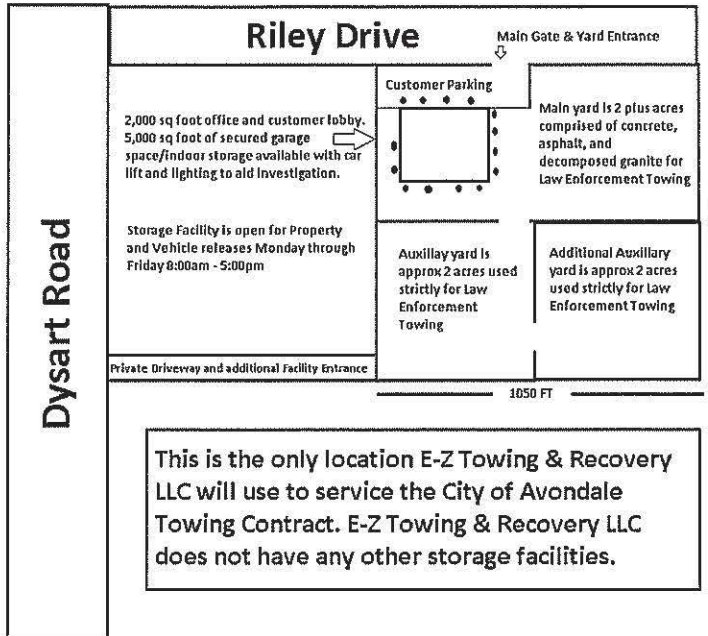


(e) Our Facility was designed and built by E-Z Towing & Recovery LLC strictly for the purpose of Law Enforcement Towing since January 2005.

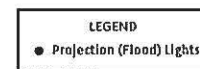
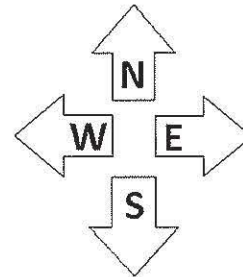
(f) Please reference #7 above.

(g) Our Facility is occupied exclusively by E-Z Towing & Recovery LLC.

(h) Dimensional Drawing



Dimensional Drawing



(i) Photos



Main Entrance from Riley Drive



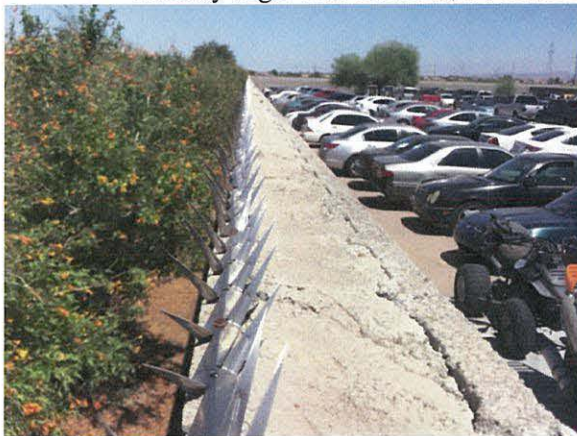
Customer Lobby Entrance



Lobby Entrance and Facility Gate



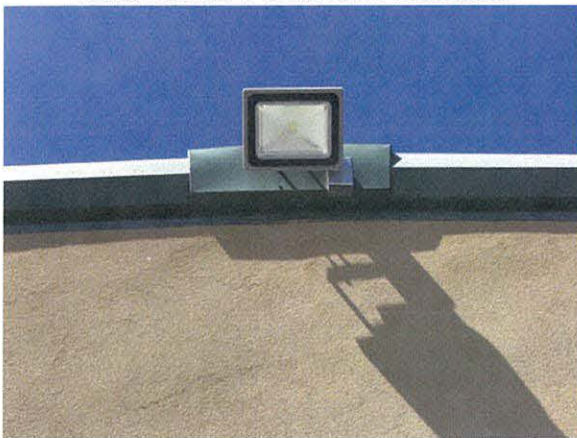
Facility Sign with Address, 24 Hour Phone Number, And Storage Yard Information



Ultra-Barrier Perimeter Protection



Structural Concrete Fencing



Outdoor projection (flood) Lighting



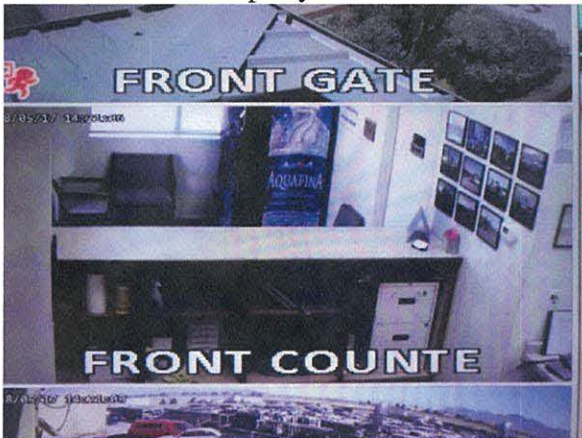
Warehouse/Indoor Storage Lighting



Front Counter for Vehicle
And Property Release



Customer Lobby and Waiting Area



Security Camera View of Lobby



Outdoor High Definition Security
Cameras with PTZ Capabilities

(8) E-Z Towing & Recovery LLC operates entirely from the location at 901 E. Riley Drive, Avondale, Arizona. It is our belief, that if every car is towed to a single location, the customer, Law Enforcement Officer, Insurance Agent, or other interested party, will not have to search for their vehicle and will simplify the towing process for all parties involved.

Additional Photographs



Flatbed "Rollback" Style Tow Trucks at ISM Raceway Avondale, AZ.



With our late model flatbeds, we can tow everything from your basic everyday driver to completely custom show cars.



E-Z Towing & Recovery LLC stands ready with all the equipment necessary to handle any situation.



E-Z Towing & Recovery LLC assisting the Avondale Elementary School District in the annual Tale of Two Cities Parade since the beginning.





Even the people we all depend on need a lift some time.



Using our 50 Ton Rotating Wrecker, we were able to assist the local Fire Department with the assembly of the new "Flash Over" chamber at the Avondale/Goodyear Fire Training Facility.

Attachments:

Table of Contents –

- Vendor Information Form
- Price Sheet
- DPS Inspections
- Master Log
- Invoice
- Map
- Dimensional Drawing
- Certificates
- Licensing
- Insurance

Vendor Information Form

SECTION A

PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

E- Z Towing & Recovery LLC
VENDOR SUBMITTING PROPOSAL

86-0902749
FEDERAL TAX ID NUMBER

Daniel Thiem - General Manager
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

901 E Riley Dr.
ADDRESS

623-932-2525 623-932-4128
TELEPHONE FAX #

Avondale AZ 85323
CITY STATE ZIP

April 17, 2019
DATE

WEB SITE: _____

E-MAIL ADDRESS: operations@eztowingaz.com

ARIZONA CORPORATION COMMISSION FILE NO. L08275909

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)
☐ Minority Business Enterprise (MBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

DPS

Inspections



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.:	ACTION DATE: 03-6-08	DISTRICT NO.: D-15
INSPECTION LOCATION: 901 E. RILEY		INTERSTATE: ☐ Yes ☒ No

TOW TRUCK COMPANY NAME: E-Z TOWING		PHONE NUMBER: 1623 1432-2525
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY		CITY: AVONDALE AL ZIP CODE: 35323
OWNER'S NAME:	DRIVER'S NAME: GREGORY ALBERT THIEM	BIRTHDATE:

INSPECTION: ☐ Roadside ☒ Annual ☐ New ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☒ Light ☐ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO.: T-3082	G.V.W.R.: 12,000
REINSPECTION MONTH: ☐ JAN ☒ MAR ☐ MAY ☐ JUL ☐ SEP ☐ NOV ☐ FEB ☐ APR ☐ JUN ☐ AUG ☐ OCT ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☒ 2009 ☐ 2010			

VIOLATIONS	
NO.	OUT OF SERVICE
1.	☐
2.	☐
3.	☐
4.	☐
5.	☐
6.	☐
7.	☐
8.	☐
9.	☐
10.	☐
11.	☐

The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: GROLL	BADGE NO.: 5253
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☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638

or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-05777 (Rev. 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

TOW TRUCK INSPECTION /
CERTIFICATION REPORT

U.S. DOT NO.:	INSPECTION DATE: 7-12-09	DISTRICT NO.:
INSPECTION LOCATION:	INTERSTATE: ☐ Yes ☒ No	

TOW TRUCK COMPANY NAME:		PHONE NUMBER:
PRINCIPAL BUSINESS ADDRESS:	CITY:	STATE: ZIP CODE:
OWNER'S NAME:	DRIVER'S NAME:	BIRTHDATE:

INSPECTION: ☐ Roadside ☒ Annual ☐ Now ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repto. ☐ Trk. - Trlr. ☐ Light ☒ Heavy ☐ Roll-back	TOW TRUCK I.D. NO.:	G.V.W.R.:
REINSPECTION MONTH: ☐ JAN ☒ MAR ☐ MAY ☐ JUL ☐ SEP ☐ NOV ☐ FEB ☐ APR ☐ JUN ☐ AUG ☐ OCT ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☒ 2009 ☐ 2008 ☐ 2010		

NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. § 28-983	VIOLATION OF R13-3-101 THROUGH R-13-3-604
1.	☐	NO VIOLATION	
2.	☐	2 AXLE RIG - BRK-BE ADJ.	
3.	☐		
4.	☐		
5.	☐		
6.	☐		
7.	☐		
8.	☐		
9.	☐		
10.	☐		
11.	☐		

☒ The owner/agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: E. ANNEDON B. ANNEDON BADGE NO. 151

Driver/Owner Signature: [Signature]

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 **or** ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒

Signature of Tow Truck Company Official: [Signature] Title: [Blank] Date: [Blank]

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 832-03777 (Rev. 10/2004)

9.	☐	
10.	☐	
11.	☐	

☒ The owner/agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: JAMES B BULLARD BADGE NO. 5595

Driver/Owner Signature: [Signature]

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 **or** ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒

Signature of Tow Truck Company Official: [Signature] Title: [Blank] Date: [Blank]

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION



ARIZONA DEPARTMENT OF PUBLIC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.: 1745446	INSPECTION DATE: 2-15-13	DISTRICT NO.: D-5
INSPECTION LOCATION: 25TH AVE MCDOWEL		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING & RECOVERY		PHONE NUMBER: (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY DR.		CITY: AVONDALE	STATE: ZIP CODE: AZ 85323
OWNER'S NAME: BRUCE THIEM	DRIVER'S NAME: JOHN THIEM		BIRTHDATE: [REDACTED]

INSPECTION: ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☒ Trk. - Trlr. ☐ Light ☒ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO. 12911	GVWR: 52,000
REINSPECTION MONTH: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010			

VIOLATIONS

NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. § 28-983	VIOLATION OF R13-3-101 THROUGH R-13-3-604
1.	☐		
2.	☐		
3.	☐		
4.	☐		
5.	☐		
6.	☐		
7.	☐		
8.	☐		
9.	☐		
10.	☐		
11.	☐		

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

X

Driver / Owner Signature

INSPECTING OFFICER: JAMES B BULLARD	BADGE NO 5595
--	------------------

☐ Continued on Page 2**NOTE TO DRIVER:** This report must be furnished to the tow truck company named above.**NOTE TO TOW TRUCK COMPANY:** Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT.

X

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-06777 (Rev 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.:	INSPECTION DATE: 7-15-13	DISTRICT NO.: D-5
INSPECTION LOCATION: 25TH AVE-MCDOWELL RD		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING AND RECOVERY		PHONE NUMBER: (623) 932-2525
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY DR		CITY: AVONDALE STATE: AZ ZIP CODE: 85323
OWNER'S NAME: BRUCE THEIM	DRIVER'S NAME: JOHN THIEM	BIRTHDATE:

INSPECTION: ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☐ Trk. - Trlr. ☒ Light ☐ Heavy ☒ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO.: T-15277	G.V.W.R.: 26,000
REINSPECTION MONTH: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010			

VIOLATIONS	
NO.	OUT OF SERVICE
1.	☐
2.	☐
3.	☐
4.	☐
5.	☐
6.	☐
7.	☐
8.	☐
9.	☐
10.	☐
11.	☐

The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: JAMES BULLARD	BADGE NO. 5595
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NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒	Attn: Commercial Vehicle Enforcement, Tow Truck Unit Arizona Department of Public Safety ☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 <u>or</u> ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001
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The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X _____
Signature of Tow Truck Company Official Title Date

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION
DPS 802-06777 (Rev. 10/2004)

DPS

Inspections



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.:	EXPIRATION DATE: 03-6-08	DISTRICT NO.: D-15
INSPECTION LOCATION: 901 E. RILEY		INTERSTATE: ☐ Yes ☒ No

TOW TRUCK COMPANY NAME: E-Z TOWING		PHONE NUMBER: (623) 452-2525
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY		CITY: AVONDALE AL ZIP CODE: 35323
OWNER'S NAME:	DRIVER'S NAME: GREGORY ALBERT THIEM	BIRTHDATE:

INSPECTION: ☐ Roadside ☒ Annual ☐ New ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☒ Light ☐ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO.: T-3082	G.V.W.R.: 12,000
REINSPECTION MONTH: ☐ JAN ☒ MAR ☐ MAY ☐ JUL ☐ SEP ☐ NOV ☐ FEB ☐ APR ☐ JUN ☐ AUG ☐ OCT ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2007 ☒ 2009 ☐ 2006 ☐ 2008 ☐ 2010			

VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-401 THROUGH R-13-3-604
1.	☐	NO VIOLATIONS FOUND
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	

The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: GROLL	BADGE NO.: 5253
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☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638

or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-05777 (Rev. 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

TOW TRUCK INSPECTION /
CERTIFICATION REPORT

U.S. DOT NO.:	INSPECTION DATE: 7-12-09	DISTRICT NO.:
INSPECTION LOCATION:	INTERSTATE: ☐ Yes ☒ No	

TOW TRUCK COMPANY NAME:		PHONE NUMBER:
PRINCIPAL BUSINESS ADDRESS:		CITY:
OWNER'S NAME:		STATE: ZIP CODE:
DRIVER'S NAME:		BIRTHDATE:

INSPECTION: ☐ Roadside ☒ Annual ☐ Now ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repto. ☐ Trk. - Trlr. ☐ Light ☒ Heavy ☐ Roll-back	☐ Passed ☐ Failed	TOW TRUCK I.D. NO.:	G.V.W.R.:
REINSPECTION MONTH: ☐ JAN ☒ MAR ☐ MAY ☐ JUL ☐ SEP ☐ NOV ☐ FEB ☐ APR ☐ JUN ☐ AUG ☐ OCT ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☒ 2009 ☐ 2008 ☐ 2010			

VIOLATIONS	
NO.	OUT OF SERVICE
1.	☐ NO VIOLATION
2.	☐ 2 AXLE RIG - BRK - ADJ.
3.	☐
4.	☐
5.	☐
6.	☐
7.	☐
8.	☐
9.	☐
10.	☐
11.	☐

☒ The owner/agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: E. R. [Signature] BADGE NO. 161

Driver/Owner Signature: [Signature]

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * P O Box 6638 or ☐ 1802 W. Kristy Lane, #200
Phoenix AZ 85005-6638 Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒ Signature of Tow Truck Company Official

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 832-03777 (Rev. 10/2004)

9.	☐
10.	☐
11.	☐

☒ The owner/agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: JAMES B BULLARD BADGE NO. 5595

Driver/Owner Signature: [Signature]

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * P O Box 6638 or ☐ 1802 W. Kristy Lane, #200
Phoenix AZ 85005-6638 Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒ Signature of Tow Truck Company Official

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION



ARIZONA DEPARTMENT OF PUBLIC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.: 1745446	INSPECTION DATE: 2-15-13	DISTRICT NO.: D-5
INSPECTION LOCATION: 25TH AVE MCDOWEL		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING & RECOVERY		PHONE NUMBER: (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY DR.		CITY: AVONDALE	STATE: ZIP CODE: AZ 85323
OWNER'S NAME: BRUCE THIEM	DRIVER'S NAME: JOHN THIEM		BIRTHDATE: [REDACTED]

INSPECTION: ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☒ Trk. - Trlr. ☐ Light ☒ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO. 12911	GVWR: 52,000
REINSPECTION MONTH: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010			

VIOLATIONS

NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. § 28-983	VIOLATION OF R13-3-101 THROUGH R-13-3-604
1.	☐		
2.	☐		
3.	☐		
4.	☐		
5.	☐		
6.	☐		
7.	☐		
8.	☐		
9.	☐		
10.	☐		
11.	☐		

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

X

Driver / Owner Signature

INSPECTING OFFICER: JAMES B BULLARD	BADGE NO 5595
--	------------------

☐ Continued on Page 2**NOTE TO DRIVER:** This report must be furnished to the tow truck company named above.**NOTE TO TOW TRUCK COMPANY:** Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT.

X

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-06777 (Rev 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.:	INSPECTION DATE: 7-15-13	DISTRICT NO.: D-5
INSPECTION LOCATION: 25TH AVE-MCDOWELL RD		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING AND RECOVERY		PHONE NUMBER: (623) 932-2525
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY DR		CITY: AVONDALE STATE: AZ ZIP CODE: 85323
OWNER'S NAME: BRUCE THEIM	DRIVER'S NAME: JOHN THIEM	BIRTHDATE:

INSPECTION: ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☐ Trk. - Trlr. ☒ Light ☐ Heavy ☒ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO.: T-15277	G.V.W.R.: 26,000
REINSPECTION MONTH: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010			

VIOLATIONS	
NO.	OUT OF SERVICE
1.	☐
2.	☐
3.	☐
4.	☐
5.	☐
6.	☐
7.	☐
8.	☐
9.	☐
10.	☐
11.	☐

The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: JAMES BULLARD	BADGE NO. 5595
--------------------------------------	-------------------

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒	Attn: Commercial Vehicle Enforcement, Tow Truck Unit Arizona Department of Public Safety ☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 <u>or</u> ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001
---	---

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X _____
Signature of Tow Truck Company Official Title Date

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION
DPS 802-06777 (Rev. 10/2004)

VCMR EZ



ARIZONA DEPARTMENT OF PUBLIC SAFETY

TOW TRUCK INSPECTION / CERTIFICATION REPORT

U.S. DOT NO.:	INSPECTION DATE: 1-24-12	DISTRICT NO. D-5
INSPECTION LOCATION: 901 E. RILEY DR.		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING & RECOVERY		PHONE NUMBER: (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS: 901 E. RILEY DR.		CITY: AVONDALE	STATE: ZIP CODE: AZ 85323
OWNER'S NAME: THIEM	DRIVER'S NAME: GREGORY THIEM		BIRTHDATE: [REDACTED]

INSPECTION:		CLASSIFICATION: (Check ALL that apply)				TOW TRUCK ID NO.	G.V.W.R.
☐ Roadside	☐ Annual	☒ Acc. Rec.	☐ Medium	☐ Repo.	☐ Trk. - Trlr.	☒ Passed	T13151
☒ New	☐ Reinspect	☒ Light	☐ Heavy	☒ Roll-back		☐ Failed	26,000
REINSPECTION MONTH:		REINSPECTION YEAR:					
☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC		☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010					

VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. § 28-983 VIOLATION OF R13-3-101 THROUGH R-13-3-604
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: JAMES B BULLARD BADGE NO. 5595

Driver's Signature: [REDACTED]

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 **or** ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒ (1/28)

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X _____
Signature of Tow Truck Company Official Title Date

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION
DPS 302-05777 (Rev. 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY

TOW TRUCK INSPECTION /
CERTIFICATION REPORT

U.S. DOT NO.:

EFFECTIVE DATE:
10-15-15DISTRICT NO.:
D - 15

INSPECTION LOCATION:

INTERSTATE:
☒ Yes ☐ NoTOW TRUCK COMPANY NAME:
E-Z TOWING AND RECOVERY LLCPHONE NUMBER:
(623) 9322525PRINCIPAL BUSINESS ADDRESS:
901 E RILEY DRCITY:
AVONDALESTATE: ZIP CODE:
AZ 85323OWNER'S NAME:
E-Z TOWING AND RECOVERY LLCDRIVER'S NAME:
JOHN THIEM

BIRTHDATE:

INSPECTION:		CLASSIFICATION: (Check ALL that apply)		TOW TRUCK I.D. NO.:		G.V.W.R.:	
☐ Roadside	☐ Annual	☐ Acc. Rec.	☐ Medium	☐ Repo.	T12695	26,000	
☐ New	☐ Reinspect	☐ Light	☐ Heavy	☐ Roll-back			
REINSPECTION MONTH:		REINSPECTION YEAR:					
☐ JAN	☐ FEB	☐ MAR	☐ APR	☐ MAY	☐ JUN	☐ JUL	☐ AUG
☐ SEP	☐ OCT	☐ NOV	☐ DEC	☐ 2005	☐ 2006	☐ 2007	☐ 2008
☐ 2009	☐ 2010						

VIOLATIONS

NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. § 28-983	VIOLATION OF R13-3-101 THROUGH R-13-3-604
1.	☐		
2.	☐		
3.	☐		
4.	☐		
5.	☐		
6.	☐		
7.	☐		
8.	☐		
9.	☐		
10.	☐		
11.	☐		

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

X

INSPECTING OFFICER:
R FLANNERYBADGE NO.
6048

Driver / Owner Signature

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638

or

☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

Title

Date

10/15/15

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-06777 (Rev 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 06-28-17	DISTRICT NO. D - 13
INSPECTION LOCATION EZ TOW		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME Ez Towing		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
		ZIP CODE 85323	
OWNER'S NAME Bruce Thiem	DRIVER'S NAME Robert Shupp		BIRTHDATE [REDACTED]

INSPECTION	CLASSIFICATION (Check all that apply)	STATUS	TOW TRUCK ID NO.	G.V.W.
☐ Roadside ☐ Annual ☒ Acc. Rec. ☐ Medium ☐ Repo ☒ Passed	☒ New ☐ Reinspect ☐ Light ☒ Heavy ☐ Roll-back ☒ Trk.-Trlr. ☒ Failed	T-13075	70,000	

VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-604
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration. X

INSPECTING TROOPER J Reiter	BADGE NO. 7112
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Driver / Owner Signature

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS X THE ANNUAL PERMIT.
--

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * PO Box 6638
Phoenix AZ 85005-6638

OR ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

DISTRIBUTION:

Signature of Tow Truck Company Official

Title

Date

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.: 1745446	INSPECTION DATE: Aug 3, 2016	DISTRICT NO.: D-14
INSPECTION LOCATION: 1225 N 25TH AVE. PHOENIX		INTERSTATE: ☒ Yes ☐ No

TOW TRUCK COMPANY NAME: E-Z TOWING & RECOVERY LLC		PHONE NUMBER: (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS: 901 E RILEY DR		CITY: AVONDALE	STATE: ZIP CODE: AZ 85323
OWNER'S NAME: BRUCE THIEM	DRIVER'S NAME: JOHN D THIEM		BIRTHDATE: [REDACTED]

INSPECTION: ☐ Roadside ☐ Annual ☒ New	CLASSIFICATION: (Check ALL that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo. ☒ Trk. - Trlr. ☐ Light ☒ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO.: T17476	G.V.W.R.: 58,000
REINSPECTION MONTH: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	REINSPECTION YEAR: ☐ 2005 ☐ 2006 ☐ 2007 ☐ 2008 ☐ 2009 ☐ 2010			

VIOLATIONS	
NO.	OUT OF SERVICE
1.	☐
2.	☐
3.	☐
4.	☐
5.	☐
6.	☐
7.	☐
8.	☐
9.	☐
10.	☐
11.	☐

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration.

INSPECTING OFFICER: T. FRANKOWSKI	BADGE NO. 6604	Driver / Owner Signature [REDACTED]
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NOTE TO DRIVER: This report must be furnished to the tow truck company named above.
NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒	Attn: Commercial Vehicle Enforcement, Tow Truck Unit Arizona Department of Public Safety ☐ Mail Drop No. 3016 * P O Box 6638 Phoenix AZ 85005-6638 or ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001
---	---

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒ Signature of Tow Truck Company Official _____ Title _____ Date _____

DISTRIBUTION:
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION
DPS 802-05777 (Rev. 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1,745,446	INSPECTION DATE 12/5/16	DISTRICT NO. D - 14
INSPECTION LOCATION EZ Towing		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME EZ Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley Dr		CITY Avondale	STATE AZ
OWNER'S NAME EZ Towing & Recovery LLC		ZIP CODE 85323	BIRTHDATE
DRIVER'S NAME Daniel Thiem			

INSPECTION ☐ Roadside ☐ Annual ☐ New ☒ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☒ Medium ☐ Light ☐ Heavy	☐ Repo ☐ Trk.-Trlr. ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO. T17236	G.V.W.R. 19500
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-604
1.	☐	Old Sticker-T15207
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration

INSPECTING TROOPER J Reiter	BADGE NO. 7112
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☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒
--

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * PO Box 6638
Phoenix AZ 85005-6638

or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒ Signature of Tow Truck Company Official Title Date

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION



ARIZONA DEPARTMENT OF PUBLIC SAFETY

JC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO.:

INSPECTION DATE:

10-31-2014

DISTRICT NO.:

D - MC

INSPECTION LOCATION:

25 AVE AND MCDOWELL

INTERSTATE:

☐ Yes ☐ No

TOW TRUCK COMPANY NAME:

EZ TOWING & RECOVERY LLC

PHONE NUMBER:

(623) 932-2525

PRINCIPAL BUSINESS ADDRESS:

901 E RILEY DR

CITY:

AVONDALE

STATE: ZIP CODE:

AZ

85323

OWNER'S NAME:

BRUCE THIEM

DRIVER'S NAME:

JOHN THIEM

BIRTHDATE:

INSPECTION:

☐ Roadside☐ Annual☒ New☐ Reinspect

CLASSIFICATION: (Check ALL that apply)

☒ Acc. Rec.☐ Medium☐ Repo.☐ Trk. - Trlr.☒ Light☐ Heavy☒ Roll-back☒ Passed☐ Failed

TOW TRUCK I.D. NO.:

T14399

G.V.W.R.:

26,000

REINSPECTION
MONTH:☐ JAN☐ MAR☐ MAY☐ JUL☐ SEP☐ NOV☐ FEB☐ APR☐ JUN☐ AUG☐ OCT☐ DECREINSPECTION
YEAR:☐ 2005☐ 2007☐ 2009☐ 2006☐ 2008☐ 2010**VIOLATIONS**NO. OUT OF
SERVICE

REPAIR ORDER A.R.S. § 28-983

VIOLATION OF R13-3-101 THROUGH R-13-3-604

1. ☐
2. ☐
3. ☐
4. ☐
5. ☐
6. ☐
7. ☐
8. ☐
9. ☐
10. ☐
11. ☐

☒ The owner / agent is responsible for securing the
renewal inspection 30 days prior to expiration.

INSPECTING OFFICER:

G.R. GREGOR

BADGE NO.

5784

NOTE TO DRIVER:

This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY:

Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638

or

☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒

Initial

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with
Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 802-06777 (Rev 10/2004)

☐ Continued on Page 2



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 12/5/16	DISTRICT NO. D - 14
INSPECTION LOCATION EZ Towing		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME EZ Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley Dr		CITY Avondale	STATE AZ
OWNER'S NAME EZ Towing & Recovery LLC		ZIP CODE 85323	BIRTHDATE [REDACTED]
DRIVER'S NAME Daniel Thiem		CLASS	STATE

[REDACTED SECTION]

INSPECTION ☐ Roadside ☐ New	☐ Annual ☒ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☐ Light	☒ Medium ☐ Heavy	☐ Repo ☐ Roll-back	☐ Trk.-Trlr.	☒ Passed ☐ Failed	TOW TRUCK I.D. NO. T17235	G.V.W.R. 19500
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-903 VIOLATION OF R13-3-604
1.	☐	Old Sticker-T12857
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration

INSPECTING TROOPER J Reiter	BADGE NO. 7112
--------------------------------	-------------------

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.
NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒	Attn: Commercial Vehicle Enforcement, Tow Truck Unit Arizona Department of Public Safety ☐ Mail Drop No. 3016 * PO Box 6638 Phoenix AZ 85005-6638	or ☐ 1802 W. Kristy Lane, #200 Flagstaff AZ 86001
---	---	---

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

Signature of Tow Truck Company Official	Title	Date
---	-------	------

DISTRIBUTION: Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION

[REDACTED SECTION]



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 10-5-17	DISTRICT NO. D - 13
INSPECTION LOCATION EZ TOW		REGISTERED ☒ Yes ☐ No

TOW TRUCK COMPANY NAME Ez Towing		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
OWNER'S NAME Bruce Thiem		ZIP CODE 85323	BIRTHDATE [REDACTED]
DRIVER'S NAME Robert Shupp		CLASS [REDACTED]	

INSPECTION ☐ Gas ☐ Oil Fuel	CLASSIFICATION: (Check all that apply) ☒ Roadside ☐ Annual ☒ Acc. Rec. ☐ Medium ☐ Repo ☒ Trk.-Trtr. ☒ Passed ☐ New ☐ Reinspect ☐ Light ☒ Heavy ☐ Roll-back ☐ Failed	TOW TRUCK I.D. NO. T-13056	G.V.W.R. 60,320
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-804
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration **X**

INSPECTING TROOPER J Reiter	BADGE NO. 7112
---------------------------------------	--------------------------

Driver / Owner Signature

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒ *Initial*

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
☐ Mail Drop No. 3016 * PO Box 6638
Phoenix AZ 85005-6638

OR ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X
Signature of Tow Truck Company Official Title Date

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 10-5-17	DISTRICT NO D - 13
INSPECTION LOCATION EZ TOW		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME Ez Towing		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
		ZIP CODE 85323	
OWNER'S NAME Bruce Thiem	DRIVER'S NAME Robert Shupp		BIRTHDATE [REDACTED]

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☐ Medium ☐ Light ☒ Heavy ☐ Repo ☐ Roll-back	☒ Trk-Trlr. ☒ Passed ☐ Failed	TOW TRUCK I.D. NO. T-13057	G.V.W.R. 60,320
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-604
1.	☐	
2.	☐	
3.	☐	
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5.	☐	
6.	☐	
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8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration

X

INSPECTING TROOPER J Reiter	BADGE NO. 7112
--------------------------------	-------------------

Driver / Owner Signature

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS X THE ANNUAL PERMIT. Initial
--

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * PO Box 6638
Phoenix AZ 85005-6638

or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

X

DISTRIBUTION: Signature of Tow Truck Company Official Title Date
Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION
DPS 802-05777 Revised 02/2016



ARIZONA DEPARTMENT OF PUBLIC SAFETY

**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 04/11/2019	DISTRICT NO D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
OWNER'S NAME E-Z Towing & Recovery LLC		DRIVER'S NAME Gregory Thiem	BIRTHDATE [REDACTED]
DRIVER'S LICENSE NO.		CLASS	STATE

INSPECTION ☒ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION (Check all that apply) ☒ Acc. Rec. ☒ Medium ☐ Repo ☐ Trk.-Trlr. ☐ Light ☐ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK ID NO t20841	GVWR 26,000
--	---	---	---------------------------	----------------

VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection as required by law. X

INSPECTING TROOPER J J Reiter	BADGE NO 7112
----------------------------------	------------------

Driver / Owner Signature

☐ Continued on Page 2**NOTE TO DRIVER:** This report must be furnished to the tow truck company named above.**NOTE TO TOW TRUCK COMPANY:** Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**☒ Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION: Signature of Tow Truck Company Official Title Date
Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 802-08777 Revised 01/2018



ARIZONA DEPARTMENT OF PUBLIC SAFETY

TOW TRUCK INSPECTION /
CERTIFICATION REPORT

U.S. DOT NO.:

INSPECTION DATE:

06-08-2015

DISTRICT NO.:

D - MCD

INSPECTION LOCATION:

25TH AVE AND MCDOWELL

INTERSTATE:

☐ Yes ☐ No

TOW TRUCK COMPANY NAME:

E-Z TOWING & RECOVERY

PHONE NUMBER:

(623) 932-2525

PRINCIPAL BUSINESS ADDRESS:

901 E RILEY DR

CITY:

AVONDALE

STATE:

AZ

ZIP CODE:

85323

OWNER'S NAME:

BRUCE THIEM

DRIVER'S NAME:

JOHN THIEM

BIRTHDATE:

INSPECTION:

☐ Roadside☐ Annual

CLASSIFICATION:

(Check ALL that apply)

☒ Acc. Rec.☐ Medium☐ Repo.☐ Trk. - Trlr.☒ Passed☐ Failed

TOW TRUCK I.D. NO.

T12872

G.V.W.R.:

26,000

☒ New☐ Reinspect☒ Light☐ Heavy☒ Roll-back

REINSPECTION

☐ JAN☐ MAR☐ MAY☐ JUL☐ SEP☐ NOV

REINSPECTION

☐ 2005☐ 2007☐ 2009

MONTH:

☐ FEB☐ APR☐ JUN☐ AUG☐ OCT☐ DEC

YEAR:

☐ 2006☐ 2008☐ 2010

VIOLATIONS

NO. OUT OF SERVICE

REPAIR ORDER A.R.S. §28-983

VIOLATION OF R13-3-101 THROUGH R-13-3-604

1.

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2.

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☐

The owner / agent is responsible for securing the
renewal inspection 30 days prior to expiration.

☒

Driver / Owner Signature

INSPECTING OFFICER:

G.R. GREGOR

BADGE NO.

5784

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT
CORRECTED WITHIN
FIVE (5) DAYS VOIDS
THE ANNUAL PERMIT. ☒

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety☐ Mail Drop No. 3016 * P O Box 6638
Phoenix AZ 85005-6638

or

☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE" * Copy #3 - REPAIR CERTIFICATION

DPS 602-05777 (Rev. 10/2004)



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 04/11/2019	DISTRICT NO D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
ZIP CODE 85323		OWNER'S NAME E-Z Towing & Recovery LLC	DRIVER'S NAME Jason Besco
		BIRTHDATE [REDACTED]	

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☐ Medium ☐ Light ☐ Heavy	☐ Repo ☐ Roll-back ☒ Trk.-Trlr.	☒ Passed ☐ Failed	TOW TRUCK ID NO T10992	G.V.W.R 120,640
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VIOLATIONS

NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983	VIOLATION OF TOW TRUCK RULES
1.	☐	Pass	
2.	☐		
3.	☐		
4.	☐		
5.	☐		
6.	☐		
7.	☐		
8.	☐		
9.	☐		
10.	☐		
11.	☐		
12.	☐		

The owner / agent is responsible for securing the renewal inspection as required by law.

X

Driver / Owner Signature

INSPECTING TROOPER J J Reiter	BADGE NO 7112
----------------------------------	------------------

☐ **Continued on Page 2**

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**

X

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION: Signature of Tow Truck Company Official Title Date
Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 802-06777 Revised 01/2018



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 1-18-17	DISTRICT NO. D-13
INSPECTION LOCATION ez TOW		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME Ez Towing		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
		ZIP CODE 85323	
OWNER'S NAME Bruce Thiem		DRIVER'S NAME Robert Shupp	BIRTHDATE [REDACTED]

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☒ Medium ☐ Repo ☐ Trk.-Trlr. ☐ Passed ☐ Light ☐ Heavy ☐ Roll-back ☒ Failed	TOW TRUCK I.D. NO. T-17265	GVWR 33,000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF R13-3-604
1.	☒	0 GVWR <i>Sc 7112</i>
2.	☐	<i>1-25-17</i>
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection 30 days prior to expiration

INSPECTING TROOPER J Reiter	BADGE NO. 7112
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☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-402 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT. ☒
--

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety

☐ Mail Drop No. 3016 * PO Box 6638
Phoenix AZ 85005-6638

or ☐ 1802 W. Kristy Lane, #200
Flagstaff AZ 86001

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §28-1108.

☒ Signature of Tow Truck Company Official _____ Title _____ Date _____

DISTRIBUTION:

Copy #1 - DPS * Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") * Copy #3 - REPAIR CERTIFICATION
DPS 803-3577 Revised 02/2016



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 06/11/2018	DISTRICT NO. D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley	CITY Avondale	STATE AZ	ZIP CODE 85323
OWNER'S NAME E-Z Towing & Recovery LLC	DRIVER'S NAME John Thiem	BIRTHDATE [REDACTED]	

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION (Check all that apply) ☒ Acc. Rec. ☐ Medium ☐ Heavy ☒ Light ☐ Repo ☐ Trk.-Trlr. ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK ID. NO. t20546	GVWR 26000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	Pass
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection as required by law. X [REDACTED]

INSPECTING TROOPER J J Reiter	BADGE NO. 7112
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☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.** X
Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 12/20/2018	DISTRICT NO. D - 14
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
ZIP CODE 85323		OWNER'S NAME E-Z Towing & Recovery LLC	
DRIVER'S NAME T Rapp		BIRTHDATE	

INSPECTION ☒ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☒ Medium ☐ Repo ☐ Trk.-Trlr. ☐ Light ☐ Heavy ☒ Roll-back	☒ Passed ☐ Failed	TOW TRUCK ID NO. T 20721	G.V.W.R. 33,000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §2B-983 VIOLATION OF TOW TRUCK RULES
1.	☐	Pass
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner/agent is responsible for securing the renewal inspection as required by law.

X

INSPECTING TROOPER J J Reiter	BADGE NO. 7112
----------------------------------	-------------------

Driver / Owner Signature

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**

X

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION: Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 802-06777 Revised 01/2013



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 12/20/2018	DISTRICT NO. D - 14
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley	CITY Avondale	STATE AZ	ZIP CODE 85323
OWNER'S NAME E-Z Towing & Recovery LLC	DRIVER'S NAME T Rapp	BIRTHDATE [REDACTED]	

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check <u>all</u> that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo ☐ Trk.-Trlr. ☐ Light ☒ Heavy ☐ Roll-back	☒ Passed ☐ Failed	TOW TRUCK I.D. NO. T20723	G.V.W.R. 68,000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	Pass
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection as required by law.

X

Driver / Owner Signature

INSPECTING TROOPER J J Reiter	BADGE NO. 7112
----------------------------------	-------------------

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

ANY VIOLATION NOT CORRECTED WITHIN FIVE (5) DAYS VOIDS THE ANNUAL PERMIT.	X Initial
--	--------------

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION: Signature of Tow Truck Company Official Title Date
Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 002-00777 Revised 01/2016



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 12/20/2018	DISTRICT NO. D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley	CITY Avondale	STATE AZ	ZIP CODE 85323
OWNER'S NAME E-Z Towing & Recovery LLC	DRIVER'S NAME T Rapp	BIRTH DATE	

INSPECTION ☐ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION (Check all that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo ☒ Trk.-Trlr. ☐ Light ☒ Heavy ☐ Roll-back ☐ Failed	TOW TRUCK ID. NO. T20722	G.V.W.R. 80,000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection as required by law.

X

Driver / Owner Signature

INSPECTING TROOPER J J Reiter	BADGE NO. 7112
----------------------------------	-------------------

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**

X

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION:
DPS 802-08177

Signature of Tow Truck Company Official

Title

Date

Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
Revised 01/2018



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 04/11/2019	DISTRICT NO. D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
OWNER'S NAME E-Z Towing & Recovery LLC		DRIVER'S NAME Gregory Thiem	BIRTHDATE [REDACTED]

INSPECTION ☒ Roadside ☐ Annual ☒ New ☐ Reinspect	CLASSIFICATION: (Check all that apply) ☒ Acc. Rec. ☐ Medium ☐ Repo ☐ Light ☒ Heavy ☐ Roll-back	☐ Passed ☐ Failed	TOW TRUCK ID NO. t20839	G.V.W.R. 100,000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

The owner / agent is responsible for securing the renewal inspection as required by law.

X

Driver / Owner Signature

INSPECTING TROOPER J J Reiter	BADGE NO 7112
----------------------------------	------------------

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

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WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**

X

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

Signature of Tow Truck Company Official

Title

Date

DISTRIBUTION: Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 802-08777 Revised 01/2018



ARIZONA DEPARTMENT OF PUBLIC SAFETY
**TOW TRUCK INSPECTION /
CERTIFICATION REPORT**

U.S. DOT NO. 1745446	INSPECTION DATE 04/11/2019	DISTRICT NO. D - 5
INSPECTION LOCATION EZ TOWING		INTERSTATE ☒ Yes ☐ No

TOW TRUCK COMPANY NAME E-Z Towing & Recovery		PHONE NUMBER (623) 932-2525	
PRINCIPAL BUSINESS ADDRESS 901 E Riley		CITY Avondale	STATE AZ
OWNER'S NAME E-Z Towing & Recovery LLC		DRIVER'S NAME Gregory Thiem	BIRTHDATE [REDACTED]

INSPECTION ☐ Roadside ☐ Annual ☒ Acc. Rec. ☐ Medium ☐ Repo ☒ Passed ☒ New ☐ Reinspect ☐ Light ☒ Heavy ☐ Roll-back ☐ Failed	CLASSIFICATION: (Check all that apply)	TOW TRUCK ID. NO. t20838	G.V.W.R. 68000
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VIOLATIONS		
NO.	OUT OF SERVICE	REPAIR ORDER A.R.S. §28-983 VIOLATION OF TOW TRUCK RULES
1.	☐	
2.	☐	
3.	☐	
4.	☐	
5.	☐	
6.	☐	
7.	☐	
8.	☐	
9.	☐	
10.	☐	
11.	☐	
12.	☐	

☒ The owner / agent is responsible for securing the renewal inspection as required by law.

X

Driver / Owner Signature

INSPECTING TROOPER J J Reiter	SADGE NO 7112
----------------------------------	------------------

☐ Continued on Page 2

NOTE TO DRIVER: This report must be furnished to the tow truck company named above.

NOTE TO TOW TRUCK COMPANY: Sign the certification below within five (5) days to be in compliance with R13-3-902 and return to:

**ANY VIOLATION NOT CORRECTED
WITHIN FIVE (5) DAYS VOIDS THE
ANNUAL PERMIT.**

X

Initial

Attn: Commercial Vehicle Enforcement, Tow Truck Unit
Arizona Department of Public Safety
Mail Drop No. 1240 ★ PO Box 6638
Phoenix AZ 85005-6638 (602) 223-2522

The undersigned certifies that all violations noted on this report have been corrected and action has been taken to assure compliance with Arizona Tow Truck Rules and Regulations as adopted by Arizona Revised Statute §41-1803.51.

X

DISTRIBUTION: Signature of Tow Truck Company Official Title Date
Copy #1 - DPS ★ Copy #2 - RETENTION IN VEHICLE (Failure to do so is "OUT OF SERVICE") ★ Copy #3 - PLACE OF BUSINESS
DPS 802-06777 Revised 01/2018

Master Log

Invoice

Map

Dimensional Drawing

<u>PLATE #</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>TAG #</u>	<u>ST</u>	<u>YIN</u>	<u>NO</u>	<u>DAYS</u>	<u>REASON</u>
AVONDALE POLICE DEPARTMENT								
230587	04/01/2018	02 Toyota Camry Solara SILVER	CED3732	AZ		N	47	30 DAY
230675	04/01/2018	02 Ford Mustang RED	CEM8883	AZ		N	47	30 DAY
230712	04/01/2018	03 Honda Odyssey GOLD	BLC2118	AZ		N	47	ACCIDENT
230714	04/01/2018	03 Pontiac Bonneville BLACK	BYM9337	AZ		N	47	HAZARD PARKING
230717	04/01/2018	05 Volvo S40 GRAY	CBB4502	AZ		N	47	ACCIDENT
230718	04/01/2018	00 Toyota Camry TAN	BYD9150	AZ		N	47	30 DAY
230719	04/01/2018					N	47	ABANDONED
230905	04/04/2018	01 Chevrolet Cavalier WHITE	654R2	AZ		N	44	ACCIDENT
231051	04/07/2018	00 GMC Sierra SILVER	BSH5249	AZ		N	41	30 DAY
230868	04/08/2018	02 Toyota Camry TAN	CFD3321	AZ		N	40	ACCIDENT
231005	04/09/2018	03 Pontiac Grand Am GOLD				N	39	ABANDONED
231204	04/10/2018	85 Ford LTD Crown Victo TAN	FB29N3	AZ		N	38	ABANDONED
230788	04/11/2018	08 Ford Ranger WHITE				N	37	ACCIDENT/30 DAY
231115	04/11/2018	02 Honda Accord SILVER	CCE3494	AZ		N	37	ACCIDENT
231161	04/12/2018	99 Ford Expedition GREEN	BNX8199	AZ		N	36	30 DAY
231123	04/13/2018	03 Mitsubishi Outlander RED	CAY0308	AZ		N	35	ACCIDENT
230793	04/16/2018	97 Jeep Grand Cherokee BLACK	CCL9497	AZ		N	32	30 DAY
230796	04/16/2018	99 Chevrolet Malibu SILVER	CAE3691	AZ		N	32	ABANDONED
230800	04/17/2018	04 Chrysler Town & Country RED	CAB2598	AZ		N	31	ACCIDENT
231132	04/17/2018	99 Cadillac Deville GOLD	BGA3648	AZ		N	31	ARREST
230888	04/18/2018	95 Buick Park Avenue WHITE	3RLU332	CA		N	30	30 DAY
231075	04/18/2018	98 Toyota Tacoma WHITE	BGK7271	AZ		N	30	30 DAY
231137	04/18/2018	97 Buick LeSabre TAN	BXT2533	AZ		N	30	ACCIDENT
231174	04/18/2018	98 Pontiac Grand Prix GREEN	CDM7039	AZ		N	30	30 DAY
231140	04/19/2018	08 Toyota Corolla BLACK	CCH4712	AZ		N	29	DONATION
231141	04/19/2018	94 Chevrolet Blazer WHITE	BNM4629	AZ		N	29	DONATION

E-2 TOWING AND RECOVERY, LLC

901 East Riley Drive • Avondale, Arizona 85323

No. 232101

Office (623) 925-2490
Dispatch (623) 932-2525

TIME _____ DATE _____ DAY _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAKE _____ MODEL _____ STYLE _____

LIC. _____ STATE _____ COLOR _____ KEYS _____ YEAR _____

LOCATION _____

DELIVER TO _____

REASON _____ DR# _____

PERSON AUTHORIZING _____ AGENCY _____

VIN# ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

UNIT #	DRIVER	TRUCK1	TRUCK2 RETOW
ODOMETER	HOOK-UP	\$	\$
STOP _____ MI / HRS	_____ MILES @	\$	\$
START _____ MI / HRS	TOWING SUBTOTAL	\$	\$
TOTAL _____ MI / HRS	DIFFICULT ACCESS	\$	\$
	ADVANCE CHARGES	\$	\$
COMPANY NAME	WINCHING	\$	\$
REPAIR ORDER #	EMISSION SURCHARGE	\$	\$
PURCHASE ORDER#	SUB TOTAL	\$	\$
	AFTER HRS. GATE FEE	\$	\$
_____ DAYS @	STORAGE	\$	\$
	ABANDONED FEE	\$	\$
REMARKS	GRAND TOTAL	\$	\$

X _____ To View/Remove Property @ _____

I certify that I am the legal owner or agent of the legal owner of the above vehicle and have all legal rights to take possession of the vehicle and contents, furthermore, I have received the vehicle and entire contents in the same condition as when received and hereby release E-Z Towing & Recovery, LLC and their agents from any and all liability resulting from the recovery, towing, storage and release of the vehicle(s). Westow.

NAME _____ DL# _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ PHONE _____

10

Papago Pkwy

GATEWAY

WATERFRONT
SQUARE

AVONDALE
COMMERCE
CENTER

COLDWATER
PLAZA

 **8 min**
3.1 miles

WINNWOOD
HOMES

W Van Buren St

Agua Fria River

COLDWATER
SPRINGS

City of Avondale
City Hall

 **E-Z Towing & Recovery**

GLENHURST

S Avondale Blvd

W Buckeye Rd

 **7 min**
3.2 miles

AVONDALE
FIESTA

BROOKSIDE

EASY ACRES

CAMBRIDGE
ESTATES

COLDWATER
RIDGE

CAS

TRES RIOS
LANDING

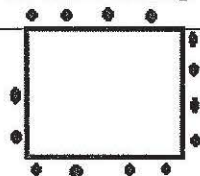
Dysart Road

Riley Drive

Main Gate & Yard Entrance

2,000 sq foot office and customer lobby.
5,000 sq foot of secured garage
space/indoor storage available with car
lift and lighting to aid investigation.

Customer Parking



Main yard is 2 plus acres
comprised of concrete,
asphalt, and
decomposed granite for
Law Enforcement Towing

Storage Facility is open for Property
and Vehicle releases Monday through
Friday 8:00am - 5:00pm

Auxillary yard is
approx 2 acres used
strictly for Law
Enforcement
Towing

Additional Auxillary
yard is approx 2 acres
used strictly for Law
Enforcement Towing

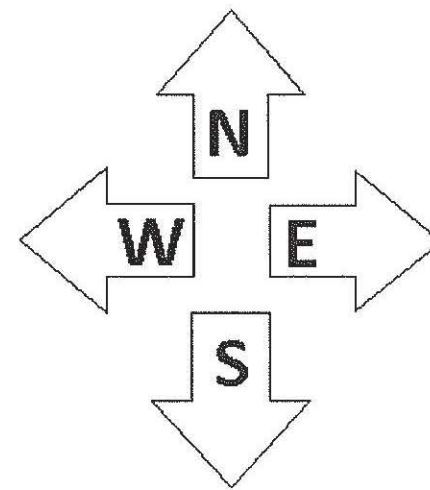
Private Driveway and additional Facility Entrance

1050 FT

436 FT

This is the only location E-Z Towing & Recovery LLC will use to service the City of Avondale Towing Contract. E-Z Towing & Recovery LLC does not have any other storage facilities.

Dimensional Drawing



LEGEND

● Projection (Flood) Lights

Certificates

Licensing

Insurance

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

E-Z TOWING & RECOVERY, L.L.C.

a domestic limited liability company organized under the laws of the State of Arizona, did organize on the 29th day of December 1997.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company is not administratively dissolved for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed Articles of Termination as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 31st Day of January, 2012, A. D.



Executive Director

By: _____ 716308



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

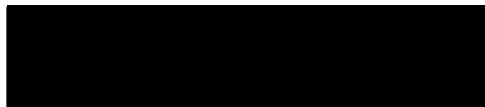
SERVICE DATE
May 02, 2008

PERMIT
MC-639084-P
E-Z TOWING & RECOVERY LLC
AVONDALE, AZ

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.



Kathy Weiner, Chief
Information Systems Division

NOTE: Willful and persistent noncompliance with applicable safety-fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO



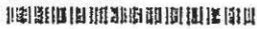
ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE
January 1, 1998

TRANSACTION PRIVILEGE TAX LICENSE
-NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

1200028706644



07564620

ALL communications and
reports MUST REFER to
this LICENSE NO.

Issued To E-Z TOWING & RECOVERY LLC
901 E RILEY DR
AVONDALE AZ 85323-2010

BUSINESS CLASS

006	Transporting
017	Retail

Location: E-Z TOWING & RECOVERY LLC
901 E RILEY DR
AVONDALE AZ 85323-2010

PROGRAM CITIES

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.

According to R15-5-2201, license must be displayed in a conspicuous place.

Avondale
11465 W. Civic Center Drive, #270
Avondale, AZ 85323-6808

LICENSE NO: 6241

THIS NONTRANSFERABLE BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE TAX CODE AND IS VALID ONLY WHILE OPERATING UNDER THE HEREIN SPECIFIED NAME AND LOCATION UNTIL EXPIRATION DATE. BUSINESS ACTIVITY MUST BE CONDUCTED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: E-Z TOWING & RECOVERY LLC EXPIRES: 12/31/19

BUSINESS LOCATION: 901 E Riley Dr, Avondale, AZ 85323-2010

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

E-Z TOWING & RECOVERY LLC
901 E RILEY DR
AVONDALE AZ 85323-2010

ISSUED BY:
LINDSEY DUNCAN
City of Avondale
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westow Tow & Transport Ins Brokerage 11430 Manzanita Trail Dewey, Arizona 86327	CONTACT NAME: HUGH ROBERTSON		
	PHONE (A/C, No, Ext): (888) 695-7702 E-MAIL: westowins@gmail.com ADDRESS: westowins@gmail.com	FAX (A/C, No): (888) 695-7702	
INSURED EZ TOWING AND RECOVERY LLC 901 E RILEY DRIVE AVONDALE, AZ 85323	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AMGUARD INSURANCE COMPANY		423908
	INSURER B: ALIGN GENERAL INSURANCE COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			K2GP004750	1-15-19	1-15-20	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			K2GP004750	1-15-19	1-15-20	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			560000931-00	1-15-19	1-15-20	EACH OCCURRENCE \$2,000,000 AGGREGATE \$4,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers GKDP AND ON HOOK/ CARGO	☒		K2GP004750	1-15-19	1-15-20	Direct Primary 1,000,000
A	BUILDING	☒		K2GP004750	1-15-19	1-15-20	200/500,000 900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

ADDITIONAL INSURED:

CITY OF AVONDALE, ARIZONA
and Avondale Police Dept
11465 W. Civic Circle Drive
Avondale, AZ 85323
623-333-0200

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHOR

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
E-Z TOWING & RECOVERY LLC

[Scope of Work]

See following pages.

SCOPE OF WORK

Citywide Towing Services PD 19-108

1. Introduction.

- 1.1 Contractor will tow, store and impound (as necessary) vehicles upon the request of a City of Avondale Police Department (“Department”) officer or representative (“Department Representative”). This Agreement will not apply when a tow is initiated by someone other than a Department Representative. There are two categories of towing— “City Tows” and “Private Tows.” The categories are based on who is liable for payment to the Contractor.
 - A. City Tows consist of the following:
 1. Towing and storage of City-owned vehicles at a location specified by a Department Representative.
 2. Towing and storage of a vehicle for evidentiary or investigative purposes pursuant to a request in writing by a Department Representative.
 - B. Private Tows consist of the following:
 1. Towing and storage of wrecked vehicles involved in a motor vehicle accident, including accident scene cleanup, pursuant to Section 8 below.
 2. Towing and storage of improperly parked vehicles, abandoned vehicles, vehicles that obstruct or impede the flow of traffic or obstruct emergency lanes, walkways, handicapped parking spaces or otherwise constitute a traffic hazard.
 3. Towing and storage of commercial trucks, vans or other heavy vehicles.
 4. Towing and storage of vehicles when mandated by ARIZ. REV. STAT. § 28-3511 or other applicable law.
 5. Towing and storage of any vehicle for any other City purpose as the Department Representative may determine, in his/her sole discretion.
- 1.2 Services will be performed on an as-required basis. The City does not guarantee a minimum number of Towing Services or a minimum recovery rate during the term of this Agreement.
- 1.3 Any reference in this Agreement to the geographical boundaries of the City, any use of the phrase “within City” or similar terms shall refer to the geographical area lying within the corporate boundaries of the City such as those boundaries may be changed from time to time during the term of this Agreement. Notwithstanding the foregoing, the response time requirements of this Agreement shall not apply to that portion of the City lying south of the Estrella Mountains.

- 1.4 Vehicles shall be towed to Contractor's Storage Facility or the approved Avondale Police Evidence Storage yard, unless advised differently by the Department Representative or the owner/driver of the vehicle. However, any vehicle designated as a "HOLD" vehicle (defined in Section 7 below) will be towed only to the destination directed by the Department Representative.
- 1.5 This Agreement is in effect for each vehicle towed until:
 - A. Owner, owner's agent or owner's insurance company takes possession of the vehicle.
 - B. Contractor is instructed by the owner, owner's agent or owner's insurance company to tow the vehicle to another location.
 - C. Contractor takes title to the vehicle by reason of abandonment.
2. Equipment. Contractor must have the following equipment:
 - 2.1 Sufficient tow trucks to service the City's needs. All tow trucks must have the Contractor's name painted in three-inch minimum letters on each side and display the DPS inspection seal. Minimum requirements include:
 - A. One medium-duty tow truck as determined by a current inspection and certification by DPS.
 - B. Light-duty tow trucks which have been so inspected and certified by DPS.
 - C. One heavy-duty tow truck, either owned by Contractor or provided by agreement with another entity within 60 minutes of the request.
 - D. Two "flatbed variety" tow trucks.
 - 2.2 Sufficient equipment for operation the Towing Services to adequately handle the volume and variety of anticipated calls, including, but not limited to dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. Tow trucks must also be equipped with brooms, shovels, sand and other necessary equipment for site cleanup.
 - 2.3 A two-way radio system with 24-hour dispatching for all tow trucks.
 - 2.4 Contractor is responsible for all vehicle repair and maintenance necessary to keep the tow trucks and other vehicles used in safe and efficient operating condition. All such vehicles shall be equipped, maintained and operated in accordance with the laws of the State of Arizona and DPS rules and regulations.
3. Storage Facility with On-Site Business Office.
 - 3.1 Contractor must provide at least one Storage Facility with a lighted storage area and a secure fence at least six feet in height to provide adequate security. The Storage Facility shall have adequate space available to accommodate the estimated volume stated in Section 2.1(B) of the RFP.
 - 3.2 A sign, displaying the name of the business and the address, must be visible from the public street.

- 3.3 A business office, suitable for conducting business with customers and record retention, must be provided on site.
- 3.4 The Storage Facility must be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Normal Business Hours"). Contractor must have an answering system to receive phone calls after Normal Business Hours.
- 3.5 Contractor must provide for release of vehicles 24 hours/day, seven days/week. A telephone number must be prominently posted at the Storage Facility for customers to call in order to retrieve vehicles after Normal Business Hours.
- 3.6 The Storage Facility must have a segregated area with a room(s) for the storage and processing of vehicles designated as a HOLD by the Department. The room(s) shall be able to accommodate a crew cab, long wheel base pickup truck. The room(s) shall protect all HOLD vehicles from the elements and shall have lighting so that the room(s) can be darkened for processing by the Department's Crime Laboratory personnel. Only Department personnel or authorized designee will be permitted access to HOLD vehicles.
- 3.7 The Storage Facility must be locked when unattended. Contractor is responsible for the safekeeping of vehicles towed and for items left in the vehicles.
- 3.8 Vehicles towed under this Agreement shall not be stored at any location other than the Storage Facility proposed and approved in writing by the City.
- 4.0 Response Time.
 - 4.1 Response time shall be calculated from the time the Department completes its notification to Contractor of a request for Services to the time the Contractor arrives at the scene for the Towing Services.
 - 4.2 Contractor shall provide the Department with a single, 24-hour telephone number for requests for Towing Services.
 - 4.3 The City may request separate tow trucks in specific situations.
 - 4.4 Upon receiving a request for Towing Services, Contractor shall be responsible for dispatching its own truck(s).
 - 4.5 Contractor shall respond and arrive at the service site within the following time limits for Towing Services:
 - A. Within the geographical boundaries of the City, including county island areas surrounded by the City boundaries, 20 minutes from receipt of a request.

- B. Within those portions of the City lying south of the Estrella Mountains and those areas south of the Estrella Mountains that may be incorporated after the execution of this Agreement, 60 minutes from receipt of a request.
 - C. Outside of the City, but within the Phoenix metropolitan area, 60 minutes from receipt of a request.
 - D. Outside of the above areas, but within the State, within a reasonable length of time, not to exceed 24 hours from receipt of request.
- 4.6 The Department dispatcher will endeavor to provide Contractor with as much information as reasonably available at the time of the call (e.g. make, model, year and license number). However, in some cases, such as a burned or submerged vehicle, the information may not be available. The response time will begin from the time of original notification by the Department provided the Contractor is properly notified by the Department of vehicle sizes and/or conditions.
- 4.7 Contractor must notify the Department dispatcher immediately if the response time cannot be met.
- 4.8 The Department may conduct response time evaluations to determine compliance. Upon request by the Department, Contractor shall prepare a written explanation for any incident in which the response time requirement was not met. The Contractor's explanation shall include the circumstances of the incident and any corrective action required in order to comply with this Scope of Work during the remaining term of the Agreement. The Department may also, in its discretion, periodically conduct surveys to determine level of customer satisfaction with the Services rendered pursuant to this Agreement. Contractor may be allowed an opportunity to respond to any unfavorable responses from customers.
5. Abandoned Vehicles.
- 5.1 Abandoned vehicles are to be towed immediately if the vehicle is a traffic hazard.
- 5.2 If an abandoned vehicle is not a hazard, it will be marked by a Department Representative and the owner will be allowed 48 hours from the time of tagging to move the vehicle. If the Department has not received a response from the owner after 48 hours, the Department will notify Contractor to tow the vehicle to Contractor's Storage Facility or other designated impound area.
- 5.3 Contractor shall not begin the abandoned title process on a vehicle with a 30 day hold pursuant to ARIZ.REV.STAT. § 28-3511, until on or after 31 days from the date on which Contractor took possession. Contractor must obtain a vehicle release from the Department prior to obtaining ownership of any abandoned vehicle towed.
- 5.4 Contractor shall remit to the Department Vehicle Impound Coordinator, a monthly report of all vehicles for which Contractor has filed for an abandoned title. The

report shall list, at minimum, the Avondale Police DR Number (when removed by Department request), the date of the tow, type of vehicle, license number, color, vehicle identification number (“VIN”) and the date the application for abandonment was sent to the Arizona Department of Transportation Motor Vehicle Division.

6. Non-Abandoned Vehicles.

- 6.1 The Department will make all decisions regarding Towing Services under this Agreement and clearing the scene of an accident, which may include the use of wreckers or equipment not owned by Contactor if conditions preclude waiting for Contractor’s Services. Contractor may not tow any vehicle from the scene of the accident without the express request of the Department Representative, vehicle owner, or vehicle owner’s authorized agent.
- 6.2 The tow truck driver shall not depart from the scene until the driver receives approval from the Department Representative at the scene.
- 6.3 Contractor shall not release any vehicle towed and stored pursuant to ARIZ. REV. STAT. § 28-3511, et seq., until a signed authorization for release is received from the Department. Contractor will be charged a \$150.00 fee for each vehicle released without prior written authorization.
- 6.4 A vehicle shall not be removed from the Storage Facility where it is initially towed unless (A) it is claimed by the owner or (B) the owner or owner’s authorized agent directs that it be moved to another location. Permission to release will not be required for any vehicle that is routinely towed from an accident scene.

7. Evidentiary (“HOLD”) Vehicles.

- 7.1 The City may impound in the Contractor’s Storage Facility any vehicle required for evidence in traffic violations or other legal actions.
- 7.2 Upon request of a Department Representative, the Contractor shall not release any vehicle that is held for evidentiary information. The Department Representative will indicate this evidentiary hold by requesting that a “HOLD” be placed on the vehicle.
- 7.3 Only a Department Representative or authorized designee may enter or disturb the vehicle during the “HOLD” time.
- 7.4 Contractor shall report in writing to the Avondale Police Department, ATTN: Vehicle Impound Coordinator, every 30 days of any vehicles that the Department has towed as evidence and/or has placed in “HOLD” status.

- 7.5 The Department may remove “HOLD” vehicles from Contractor’s Storage Facility at any time. However, Contractor may not move or release a “HOLD” vehicle to anyone else without prior written authorization from the Department.
8. Site Cleanup.
- 8.1 Site cleanup is mandatory on all tows under this Agreement.
- 8.2 The Contractor’s tow truck driver must clean the scene of all debris, glass, oil, vehicle parts or other road hazards present at a collision scene.
- 8.3 Site cleanup shall be performed prior to towing the vehicle(s) from the scene.
- 8.4 Site cleanup does not constitute an “extraordinary situation” as set forth in Subsection 13.3 below.
9. Cancellation of Towing Services.
- 9.1 A request for Towing Services may be canceled at any time by the Department Representative, the vehicle owner, or the authorized agent of the vehicle owner for any reason and without charge if the Contractor has not yet hooked up and secured the vehicle in final roadworthy condition for towing.
- 9.2 If the cancellation request is made after the vehicle is secured in final roadworthy condition for towing, Contractor may charge the customer an attachment (hook-up) fee even if the vehicle is not towed.
10. Records.
- 10.1 Contractor shall keep a master log of all vehicles towed as well as a record (electronic or manual) of each vehicle towed under this Agreement containing the following information:
- A. Vehicle make, model, color and year.
 - B. License plate number and state issued.
 - C. VIN.
 - D. Location where the vehicle was picked up.
 - E. Date and time the vehicle was picked-up.
 - F. Storage Facility where the vehicle was taken.
 - G. Identity of Contractor’s driver providing the Towing Service.
 - H. Notice of charges.
 - I. Detail of all Services and related charges assessed on the vehicle, including any owner/agent requested repairs.
 - J. Individual’s name the vehicle was released to.
- 10.2 Contractor’s customer record file shall be maintained alphabetically by last name or VIN. Each record shall be easily separated from all other records. The customer record file is to include the master log, signed invoice and Price Sheet.

10.3 Contractor shall submit all necessary reports to the Arizona Department of Transportation and the Department in accordance with ARIZ.REV.STAT. §§ 28-4836, 28-4838 and 28-4840.

11. Personnel.

11.1 Contractor must have sufficient qualified personnel who will abide by the laws of the State of Arizona and DPS rules and regulations.

11.2 Contractor's drivers must be employees (not independent contractors). Contractor's certificate of insurance must individually list each driver as covered by the Contractor's general liability and vehicle insurance policies.

11.3 Each driver must possess the driver's license class and endorsements necessary to perform the Services under this agreement.

11.4 All drivers shall operate the tow trucks in a safe and prudent manner and shall refrain from the use of alcoholic beverages as outlined in Arizona Revised Statutes Titles 4 and 28.

11.5 While performing Services under this Agreement, Contractor's personnel shall refrain from acts of misconduct including, but not limited to, the following:

- A. Rude or discourteous behavior.
- B. Any act of sexual harassment or sexual impropriety.
- C. Unsafe driving practices.
- D. Indication of alcohol and/or drug use or appearing at the scene with an alcohol odor emitting from the employee's breath. In such case, the employee shall submit to a preliminary alcohol screening test upon demand of the Department Representative.
- E. Lack of service, selective service, or refusal to provide service which the employee(s) is capable of performing.

11.6 All drivers must carry professional business cards in their possession.

12. General Requirements.

12.1 Contractor must maintain all current State and City licenses for the operation of its business and shall provide proof of inspection and appropriate certification through DPS upon request.

12.2 Contractor shall not solicit business for any vehicle repair shop(s) while performing Services pursuant to this Agreement.

13. Fees; Billing. Contractor shall have sufficient equipment and personnel in the business office to promptly complete all paperwork, process the payment and release the vehicle upon the customer's or the agent's initial appearance to claim the vehicle.

13.1 Abandoned and Non-abandoned Vehicles.

- A. All charges for Towing Services shall be based on the stated hourly rate, which shall include, but not be limited to, the following:
 - 1. Travel time to and from scene/service site (in State of Arizona).
 - 2. Hook-up.
 - 3. Dollies.
 - 4. Winching.
 - 5. Stand-by time.
 - 6. Change tire(s)/flat tire repair.
 - 7. Assistance with vehicle lockouts.
 - 8. Gas and fluid delivery.
 - 9. Drop drive line.
 - 10. Flatbed use.
 - 11. Towing to a location at owner's request.
 - 12. Site clean-up.
- B. The hourly rate begins at time of dispatch and ends at the time the vehicle is off hook at the Storage Facility. Any charges after the first hour shall be imposed after the expiration of each 15 minute period or portion thereof.
- C. In the event Contractor dispatches equipment that is not appropriate after receiving proper instructions from the Department and additional equipment is subsequently dispatched, Contractor may not charge for the equipment initially dispatched. The rate will begin when the proper equipment that performs the tow is dispatched.
- D. Any tow requested by the City or vehicle owner to a location other than the Storage Facility, shall be towed at the hourly rate set forth in the Price Sheet.
- E. Contractor may not charge for the preparation of any report required under Arizona Revised Statutes Title 28.

13.2 Fees for Storage Services.

- A. Storage fees may only be imposed for each 24-hour period or portion thereof for which a towed vehicle remains in Contractor's Storage Facility. The 24-hour period begins at the time the vehicle is off hook at the Storage Facility. The storage fee shall include:
 - 1. Storage period.
 - 2. Customer, customer's agent or insurance company access to the vehicle.
 - 3. Movement of the vehicle within the yard.

- B. If the Storage Facility is opened for vehicle removal by a customer outside of Normal Business Hours, the price shall be the flat rate fee on the Price Sheet.
- C. The Contractor may perform a minor repair to make a vehicle drivable, only with the prior, written authorization of the customer stating the agreed-upon fee.
- D. There shall be no additional fees imposed for Storage Services while the vehicle is at the Storage Facility.

13.3 Extraordinary Situations.

- A. Extraordinary situations shall be defined as vehicles in a pool or body of water, mountainside vehicles, or vehicles in desert areas requiring a four-wheel drive tow truck or special equipment and shall be determined by the police officer at the scene. Contractor may not initiate a request for an extraordinary situations tow.
- B. The fee for extraordinary situations shall be pro-rated in 15 minute increments and shall only encompass the time spent on recovery of the vehicle to a towable position.

13.4 Notice of Prices and Invoices.

- A. Contractor shall provide each customer with a single invoice listing separately all Services and their individual cost in accordance with the Price Sheet.
- B. The prices on the invoice may not exceed the stated amounts on the Price Sheet or include any additional costs not listed on the Price Sheet, other than a customer-authorized repair, which shall be a separate line item with the agreed upon fee.
- C. The invoice shall also include the following information:
 - 1. Date and time vehicle is released.
 - 2. Name of towing firm to which vehicle is released from the Storage Facility.
 - 3. Name of the towing firm's insurance company.
- D. The invoice must be signed by the customer and a copy of the signed Price Sheet must be kept with the invoice in the customer record file.

13.5 Heavy-Duty Vehicles.

- A. Contractor may charge a commercially reasonable price for towing or storing vehicles in excess of 18,000 GVW.
- B. Due to the infrequent occurrence, no listing of rate is necessary.

13.6 Compensation to Contractor will be made in accordance with Sections 3 and 4 of the Professional Services Agreement.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
E-Z TOWING & RECOVERY LLC

[Fee Proposal]

See following page.

Price Sheet

PRICE SHEET
Citywide Towing Services
PD 19-108

DESCRIPTION OF SERVICES:		RATES		
City Tows		Less Than 10,000 GVW	More than 10,000 GVW Less than 15,000 GVW	Flat
1.	Hourly rate, prorated every 15 minutes after first complete hour:	\$40.00	\$40.00	
2.	Storage charge for each 24-hour period or portion thereof:	\$5.00	\$5.00	
3.	Extraordinary situations hourly rate, prorated every 15 minutes:	\$40.00	\$40.00	
4.	Evidentiary "HOLD" vehicles rate per day.	\$5.00	\$5.00	
5.	Opening lot after Normal Business Hours			\$5.00
Private Tows		Less Than 10,000 GVW	More than 10,000 GVW Less than 15,000 GVW	Flat
6.	Hourly rate, prorated every 15 minutes after first complete hour:	\$80.00	\$100.00	
7.	Storage charge for each 24-hour period or portion thereof:	\$30.00	\$30.00	
8.	Maximum storage charge (maximum charge for storage after 30 days):	\$900.00	\$900.00	
9.	Extraordinary Situations hourly rate, prorated every 15 minutes:	\$100.00	\$125.00	
10.	Attachment Services (Hook Up Fee)	\$80.00	\$100.00	
11.	Opening lot, after normal business			\$50.00

Company Name: E-Z Towing & Recovery LLC

Authorized Signature: _____

Date: April 17, 2019



CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with Southwest Waterworks Contractors, Inc. for Water and Wastewater Equipment Maintenance and Repair

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors, Inc. to provide water and wastewater equipment repair and maintenance services in an annual amount not to exceed \$200,000 and a maximum aggregate amount not to exceed \$600,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the City of Chandler entered into Contract No. WA7-936-3785, dated August 11, 2017 for Southwest Waterworks Contractors, Inc. to provide provide water and wastewater equipment repair and maintenance services. The Chandler contract permits its cooperative use by other governmental agencies including the City of Avondale.

DISCUSSION:

In order to properly maintain its water and wastewater systems, the City must have access to highly specialized rehabilitation, maintenance and repair services for wells, pumps, valves, motors and process equipment from qualified vendors. Due to the essential nature of these services, the City has the need for a contractor with a documented history of providing these specialized services satisfactorily and responsively. Southwest Waterworks has over 20 years' experience in the design, installation, repair and sales of equipment for water and wastewater systems in Arizona for both private companies and municipalities including the cities of City of Goodyear, Mesa, Peoria, Surprise, Buckeye and Chandler. The contract guarantees no annual amount. Services will be purchased on an as needed basis. The contract maximum aggregate amount is based upon an anticipated schedule for routine maintenance needs and potential emergency response.

BUDGET IMPACT:

Purchases associated with this agreement are typically charged to the following line items and are subject to annual budget authority:

501-9100-00-6750 R&M Water Distribution System,
501-9122-00-6740 R&M Wells, Water Production
503-9200-00-6720 R&M Machinery & Equipment, Wastewater Collection,
503-9230-00-6770 R&M Other, Water Reclamation Facility.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Southwest Waterworks Contractors, Inc. to provide water and wastewater equipment repair and maintenance services in an annual amount not to exceed \$200,000 and a maximum aggregate amount not to exceed \$600,000 over the term of the contract and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of June 3, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Southwest Waterworks Contractors, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Chandler (“Chandler”) entered into Contract No. WA7-936-3785, dated August 11, 2017, (the “Chandler Contract”), for the Contractor to provide water and wastewater equipment repair and maintenance. A copy of the Chandler Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the Chandler Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Chandler Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with water and wastewater equipment repair and maintenance, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 31, 2019 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Chandler Contract.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may renew automatically for an additional two-year term (the “Automatic Renewal Term”) in accordance with the Chandler Contract, subject to availability and appropriation of funds for

renewal in each subsequent year, (ii) the term of the Chandler Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional two-year term and (iv) the City approves the additional two-year term in writing (including any price adjustments approved as part of the Chandler Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement following any then-current term other than the Initial Term shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term, Automatic Renewal Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to the Automatic Renewal Term or a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Automatic Renewal Term or the Renewal Term, as applicable, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Chandler Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the Chandler Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Chandler Contract will be subject to rejection. Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Chandler Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Chandler Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery

of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$200,000.00 for Materials and Services at the unit rates set forth in the Chandler Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$600,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Chandler Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Chandler Contract will be subject to rejection and may be returned.

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

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such

actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the Chandler Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Chandler Contract, the City shall be afforded all of the rights and privileges afforded to Chandler and shall be the “City” (as defined in the Chandler Contract) for the purposes of the portions of the Chandler Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Chandler to the extent provided under the Chandler Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance

15. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Contractor: Southwest Waterworks Contractors, Inc.
2205 W. Grant Street
Phoenix, Arizona 85009
Attn: Jeff Wold
jeffwold@swwc.biz

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

SOUTHWEST WATERWORKS CONTRACTORS, INC.
an Arizona corporation

By:_____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____, the _____ of Southwest Waterworks Contractors, Inc., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS, INC.

[Chandler Contract]

See following pages.

18-2687

**CITY OF CHANDLER SERVICES AGREEMENT
WATER AND WASTEWATER EQUIPMENT MAINTENANCE AND REPAIR
AGREEMENT NO.: WA7-936-3785**

THIS AGREEMENT is made and entered into this 11th day of Aug, 2017, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Southwest Waterworks Contractors, Inc., hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

- 1.1. Agreement Administrator.** Contractor shall act under the authority and approval of the Cost Center Manager or designee (Agreement Administrator), to provide the services required by this Agreement.
 - 1.2. Key Staff.** This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.
 - 1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor 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 Contractor.
 - 1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.
- 2. SCOPE OF WORK:** Contractor shall water and wastewater equipment repair and maintenance all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
 - 2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.
 - 2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.
 - 2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
 - 2.4.1** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

- 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.5 Warranties.

One-Year Warranty. Contractor must provide a one-year warranty on all work performed pursuant to this Agreement.

Warranty (Equipment). All equipment supplied under this Agreement shall be fully guaranteed by Contractor for a minimum period of the warranty specified by the manufacturer and shall begin the date of acceptance by City. Any defects of design, workmanship, or materials that would result in non-compliance with the Agreement specifications shall be fully corrected by Contractor (including parts and labor) without cost to City. The written warranty shall be included with the delivered products to the using Department.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

- 3.1. **Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. **Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
4. **PRICE:** City shall pay Contractor the per-unit cost as set forth in Exhibit B, attached hereto and made a part hereof by reference in an amount not to exceed Two Million Eight Hundred Seventy Five Thousand Dollars (\$2,875,000) per year when combined with companion agreements.

- 4.1. **Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.3. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.4. **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.
- 4.5. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:**
- 5.1. The term of the Agreement is 2 years, commencing on September 1, 2017 and terminating on August 31, 2019, unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to one additional term of 2 years.
6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. **Cooperative Use of Agreement.** In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2 Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.3 Non-Exclusive Agreement:** This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.
- 6.4 Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 7. CITY'S CONTRACTUAL REMEDIES:**
- 7.1 Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
- 7.2 Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 7.4 Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.
- 7.5 Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.
- 7.6 Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.
- 8. TERMINATION:**
- 8.1.1 Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.1.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.

8.5. Suspension or Debarment. City may, by written notice to the Contractor, immediately terminate this Agreement if City determines 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. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. FORCE MAJEURE: Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of

war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. DISPUTE RESOLUTION:

- 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

- 11. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract/Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract/Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

12. INSURANCE:

12.1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as

may be determined necessary.

- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

12.2. Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
 - 1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.
3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
 - a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
 - b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
 - c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
 - d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
 - e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

12.3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage

provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

C. Insurance Cancellation During Term of Contract/Agreement.

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

**In the case of the CITY
Agreement**

Administrator:	<u>Procurement Officer</u>
Contact:	<u>Mike Mandt</u>
Mailing Address:	<u>PO Box 4008 MS 901</u>
Physical Address:	<u>175 S Arizona Avenue</u>
City, State, Zip	<u>Chandler, AZ 85226</u>
Phone:	<u>480-782-2406</u>
E-mail:	<u>michael.mandt@chandleraz.gov</u>

In the case of the CONTRACTOR

	<u>Southwest Waterworks</u>
Firm Name:	<u>Contractors, Inc.</u>
Contact:	<u>Jeff Wold</u>
Address:	<u>2205 W Grant St</u>
City, State, Zip	<u>Phoenix, AZ 85009</u>
Phone:	<u>602-442-1110</u>
E-Mail:	<u>jeffwold@swwc.biz</u>

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.6. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall

supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

- 15.7. Authority:** 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 has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 11th
day of Aug, 2017.

FOR THE CITY OF CHANDLER

[Redacted Signature] MAYOR

Approved as to Form:

[Redacted Signature] City Attorney

ATTEST:

[Redacted Signature] City Clerk

FOR THE CONTRACTOR

By: [Redacted Signature] Signature

ATTEST: If Corporation

[Redacted Signature] Secretary



**EXHIBIT A
SCOPE OF WORK
WA7-936-3785**

Water and Wastewater Equipment Repair and Maintenance

1. SCOPE

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into Six categories as indicated below. **(Note categories included in this agreement are noted in Exhibit B))**

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the city Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.5. Other City Facilities
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.
- 2.6. OEM Parts and Service
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit B. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK
CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.
12. DISPOSAL OF WASTE
CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.
13. WRITTEN COMPLETION REPORTS
CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

EXHIBIT B
WA7-936-3785
PRICE PROPOSAL PAGE

Contractor Work Categories (use a check mark in the left hand column to identify the category your firm is offering to provide service)					Southwest Waterworks
	1) Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.		This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.		
	2) Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.		This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.		
	3) Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.		This work will take place at various well locations throughout the City. This category will include work on both Lineshaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.		
	4) Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.		This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.		
	5) Other City Facilities		This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.		
	6) OEM parts and service provider		This work can take place in any of the City facilities. This category is for all work to be performed by the authorized representative of the Manufacturer listed in Section 4 below		
Section 1: Labor					
	Labor Costs per Hour			Unit Cost	Unit of Measure
1.1			Electrician - Field		\$/Hour \$85.00
1.2			Electrician - Shop		\$/Hour \$75.00
1.3			Laborer - Field		\$/Hour \$40.00
1.4			Laborer - Shop		\$/Hour \$40.00
1.5			Machinist - Field		\$/Hour \$75.00
1.6			Machinist - Shop		\$/Hour \$75.00
1.7			Mechanic - Field		\$/Hour \$75.00
1.8			Mechanic - Shop		\$/Hour \$75.00
1.9			Welder - Field		\$/Hour \$55.00
1.1			Welder - Shop		\$/Hour \$45.00
1.11			Operator - Field		\$/Hour \$50.00

1.12		Supervisor - Field			\$/Hour	\$75.00
1.13		Technician - Field			\$/Hour	\$65.00
1.14		Multiplier for Overtime, Weekend and Holiday Work			Multiplier	1.5
1.15		Well Video Color w/sidescan (Includes Equipment & labor - Written report and 2 copies of DVD)			\$/well	\$750.00
Section 2: Equipment						
Type 1 Equipment				Unit Cost	Unit of Measure	
2.1		(1 hour Mob, 1 Hour Demob Allowed On This Machinery)				
2.2		Air Compressor (450 CFM & Smaller)			\$/Hour	\$50.00
2.3		Air Compressor (451 CFM & Larger)			\$/Hour	
2.4		Dump Truck			\$/Hour	
2.5		Pickup Truck			\$/Hour	\$10.00
2.6		Crane Truck			\$/Hour	\$45.00
2.7		Pump Service Truck			\$/Hour	\$40.00
2.8		Water Truck w/ 1 Man			\$/Hour	
2.9		Tractor Trailer & Driver			\$/Hour	\$85.00
2.1		Portable Steam Cleaner			\$/Hour	
2.11		Portable Welding Machine			\$/Hour	\$20.00
		Concrete Pump			\$/Hour	
Type 2 Equipment				Unit Cost	Unit of Measure	
2.2-1		(2 hour Mob, 2 Hour Demob Allowed On This Machinery)				
2.2-2		Pump Rig, 5 ton - 12 ton			\$/Hour	\$40.00
2.2-3		Pump Rig, 13 -29 ton			\$/Hour	\$60.00
2.2-4		Pump Rig, 30 - 49 ton & Larger with Walking Beam			\$/Hour	
2.2-5		Pump Rig, 30 - 49 ton & Larger			\$/Hour	\$75.00
2.2-6		Pump Rig, 50 ton & larger with Walking Beam			\$/Hour	
2.2-7		Pump Rig, 50 ton & larger			\$/Hour	
2.2-8		Backhoe			\$/Hour	
		Skip Loader			\$/Hour	
Type 3 Equipment				Unit Cost	Unit of Measure	
2.3-1		(Mob / Demob for each item Includes both setup and tear down)				
		Cable Tool Drill Rig (20W or 22W)			\$/Hour	\$145.00

2.3-2			Cable Tool Drill Rig (20W or 22W) Mob / Demob	LS	\$2,500.00
2.3-3			Cable Tool Drill Rig (28L or 60L)	\$/Hour	\$145.00
2.3-4			Cable Tool Drill Rig (28L or 60L) Mob / Demob	LS	\$2,500.00
2.3-5			Cable Tool Drill Rig (36L or 48L)	\$/Hour	\$160.00
2.3-6			Cable Tool Drill Rig (36L or 48L) Mob / Demob	LS	\$2,500.00
2.3-7			Test Pump Assembly (0-100 gpm)	\$/Hour	\$50.00
2.3-8			Test Pump Assembly (0-100 gpm) Mob / Demob	LS	\$3,360.00
2.3-9			Test Pump Assembly (101-500 gpm)	\$/Hour	\$50.00
2.3-10			Test Pump Assembly (101-500 gpm) Mob / Demob	LS	\$3,760.00
2.3-11			Test Pump Assembly (1501-2500 gpm)	\$/Hour	\$50.00
2.3-12			Test Pump Assembly (1501-2500 gpm) Mob / Demob	LS	\$18,000.00
2.3-13			Test Pump Assembly (501-1500 gpm)	\$/Hour	\$50.00
2.3-14			Test Pump Assembly (501-1500 gpm) Mob / Demob	LS	\$16,000.00
2.3-15			Test Pump Engine & Fuel (300 HP & Below)	\$/Hour	\$100.00
2.3-16			Test Pump Engine & Fuel (300 HP & Below) Mob / Demob	LS	\$1,000.00
2.3-17			Test Pump Engine & Fuel (301 HP through 500 HP)	\$/Hour	\$120.00
2.3-18			Test Pump Engine & Fuel (301 HP through 500 HP) Mob / Demob	LS	\$1,000.00
2.3-19			Test Pump Engine & Fuel (501 HP through 750 HP)	\$/Hour	
2.3-20			Test Pump Engine & Fuel (501 HP through 750 HP) Mob / Demob	LS	
2.3-21			Test Pump Operator & Fuel (751 HP through 1,000 HP)	\$/Hour	
2.3-22			Test Pump Operator & Fuel (751 HP through 1,000 HP) Mob / Demob	LS	
Type 5 Special Contractor Owned Equipment / Tool Rental			Item Description: (Contractor to add description and unit price of any specialized Contractor Owned equipment not listed above)	Unit Cost	Unit of Measure
2.4-1					\$/Hour
2.4-2					\$/Hour
2.4-3					\$/Hour
2.4-4					\$/Hour
2.4-5					\$/Hour
2.4-6					\$/Hour
2.4-7					\$/Hour
2.4-8					\$/Hour
2.4-9					\$/Hour

Clarifiers				Catalog Date and title	% Discount From List Price
EIMCO Clarifier OEM Parts					
Chemical Metering Pumps				Catalog Date and title	% Discount From List Price
Milton Roy					
Wallace and Teiman (US Filter)					
Prominent					
Alidos					
Seepex					
Moyno					
Brendal Hose Pumps					
Pulsefeeders					
Scrubbers, Exhaust Fans, Vapex Units				Catalog Date and title	% Discount From List Price
US Filter					
Vapex					
Dewatering Equipment - Belt Filter Presses, Sludge Thickeners, Packaged Polymer Systems				Catalog Date and title	% Discount From List Price
Ashbrooke Simon-Hartley					
Valves & Actuators				Catalog Date and title	% Discount From List Price
Cla-Val					
DeZurick Valves					
Watts					
Keystone					
Techno					
Vaimen					
Baski					
Indelac actuators					
Koei actuators					
EIM					

Mixers						
Philidelphia Mixers						
Water Filters						
Tekleen						
Electrical Controls						
Allen Bradley						
Eaton Cutler Hammer						
Tax						8.6%

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST WATERWORKS CONTRACTORS, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).



CITY COUNCIL REPORT

SUBJECT: First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. for Fleet Equipment

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase fleet equipment extending the contract term and increasing the maximum aggregate over the term of the contract from \$206,000 to \$606,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, the State of Arizona entered into Contract No. ADSPO18-202497, dated May 8, 2018 with Titan Machinery Inc. for the purchase of landscape and utility vehicles, trailers and equipment. The State of Arizona contract permits its cooperative use by other governmental agencies including the City of Avondale.

Based upon the State of Arizona contract, Avondale entered into a Cooperative Purchasing Agreement No. 14947C, dated October 15, 2018 with Titan Machinery Inc for the purchase of vehicles, trailers and equipment.

DISCUSSION:

In order to properly maintain City vehicles and equipment, Fleet Services must purchase landscape and utility vehicles, trailers and equipment from qualified vendors. Titan Machinery has satisfactorily supplied the City with heavy-duty truck, construction and agricultural /industrial fleet and equipment parts, service, and accessories in the past, both under this and other previous contracts. Currently the City has a fleet of 17 pieces of large construction equipment employed for various service delivery purposes. As with the rest of the City fleet, these vehicles are on a replacement schedule. Titan is an authorized Case dealer which represents the bulk of the heavy equipment in the City's fleet. Titan offers a trade in program for used equipment at a greater cost recovery than we have previously obtained through their sale at auction. This contract will allow the City to take advantage of this cost recovery as part of our replacement schedule, as well as have a mechanism in place for the purchase of additional pieces of equipment or trailers that may be needed and approved through the contract term.

The original agreement has a seven month term and a maximum aggregate of \$206,000. This First Amendment will extend the term of the agreement to match the term of the underlying State of Arizona contract, which is now renewable through May of 2023. The amendment also increases the compensation to provide for a maximum annual expenditure of \$100,000 in each of the additional four renewal years, resulting in a new maximum aggregate of \$606,000 over the contract term.

BUDGET IMPACT:

Purchases associated with this agreement are typically charged to line item 601-5200-00-8120, Vehicle Replacement and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Cooperative Purchasing Agreement with Titan Machinery Inc. to purchase fleet equipment extending the contract term and increasing the maximum aggregate over the term of the contract from \$206,000 to \$606,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TITAN MACHINERY, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of June 3, 2019, between the City of Avondale, an Arizona municipal corporation (the “City”), and Titan Machinery, Inc., a Delaware corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (“State”) entered into Contract No. ADSPO18-202497, dated May 8, 2018 with the Vendor for the purchase of landscape and utility vehicles, trailers and equipment.

B. The City and the Vendor entered into Cooperative Purchasing Agreement No. 14947C, dated October 15, 2018 (the “Agreement”), based upon the State Contract, for the Vendor to provide the City with landscape and utility vehicles, trailers and equipment (the “Materials”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. The City has determined that additional materials by the Vendor are necessary (the “Additional Materials”).

D. The City and the Vendor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Vendor for the Additional Materials.

AGREEMENT

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

1. **Term of the Agreement.**

1.1 The term of the Agreement is hereby extended and shall remain in full force and effect until May 8, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

1.2 **Renewal Terms.** After the expiration of the current term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is

deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Compensation. The City shall increase the compensation to Vendor annually by \$100,000.00 for the Additional Materials at the rates set forth in the State Contract and the Updated Discount Pricing List attached hereto as Exhibit 1 and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$206,000.00 to \$606,000.00.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Vendor”

TITAN MACHINERY, INC.
a Delaware corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared _____
_____, the _____ of TITAN MACHINERY, INC. a
Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to
be the person who he/she claims to be, and acknowledged that he/she signed the above document
on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TITAN MACHINERY, INC.

[Updated Discount Pricing List]

See following pages.

PRODUCT / MODEL	PRICE LIST	2019 Discount Off List
SKID STEER LOADER		
SR130	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	27%
SR160	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	27%
SR175	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	28%
SV185	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	28%
SR210	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	28%
SR240	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	29%
0	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	29%
SV280	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	29%
SV340	PL-200 SL SAP REVISION 28 EFFECTIVE JANUARY 1, 2019	29%
COMPACT TRACK LOADER		
TR270	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	29%
TR310	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	29%
TV370	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	29%
TR340	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	30%
TV380	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	30%
TV450	PL-200 SL SAP REVISION 30 EFFECTIVE JANUARY 1, 2019	30%
COMPACT EXCAVATOR		
CX17C Canopy	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	22%
CX26C Cab	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	25%
CX30C Cab	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	25%
CX33C Canopy	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	23%
CX37C Cab	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	24%
CS57C Cab	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	26%
CX60C Cab	PL-200 MX SAP REVISION 5 EFFECTIVE JANUARY 1, 2019	26%
TRACTOR LOADER		
570N EP	PL-200 TLL SAP REVISION 19 EFF JANUARY 1, 2019	26%
Attachments		

Case Attachments	ATTACHMENT CATALOG EFF JANUARY 23, 2019	30%
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CITY COUNCIL REPORT

SUBJECT: Construction Contract with Talis Construction Corporation for the installation of a Traffic Signal at Maricopa Street and Avondale Boulevard

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development & Engineering Services Director (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve a Construction Contract with Talis Construction Corporation to provide construction services for the Maricopa Street and Avondale Boulevard Traffic Signal Project in the amount of \$426,997.00, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 27, 2017, Council approved a contract with J2 Engineering to begin the design phase of the Maricopa Street and Avondale Boulevard Traffic Signal Project, identified in the Capital Improvement Plan as project number ST1381. The purpose of the Project is to provide greater access to and from Maricopa Street and improve safety at the intersection by installing a traffic signal system and upgrading sidewalk ramps to meet ADA guidelines. The traffic signal system will also be connected to our fiber optic communications network for remote access from the City's traffic operations center.

DISCUSSION:

On April 22, 2019 the City issued an Invitation for Bid (IFB) EN 19-166 seeking a qualified contractor to construct the Project on behalf of the City. A non-mandatory prospective bidder's meeting was held on April 30, 2019 with no attendees outside of City staff. Ultimately, one (1) bid was received from Talis Construction Corporation (Talis) in response to the City's invitation. The bid was opened publicly on May 13, 2019. The bid package was thoroughly reviewed and Talis was deemed responsive to the City's invitation.

Staff contacted references and believes Talis to be competent and qualified to construct the Project. Talis has successfully completed similar work for other local/county government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this Contractor. The bid tabulation sheet is attached.

The bid tab does not include the Contractor's acquisition of the traffic signal poles, mast arms and luminaires. As those are long-lead items, Staff ordered the items directly from the manufacturer to ensure they arrived in time for the contractor to complete the installation and testing prior to the anticipated project completion date.

of September 30, 2019.

SCOPE OF WORK

The main scope of work for this project includes:

- Installation of traffic signal system
- Sidewalk and ADA ramp upgrades
- Fiber optic communications connection to citywide network
- LED lighting

PROJECT SCHEDULE

The anticipated construction schedule is as follows:

<u>Project Milestones</u>	<u>Target Dates</u>
Issue Notice of Award	6/4/2019
Pre-Construction Conference	6/11/2019
Notice-To-Proceed	6/18/2019
Begin Construction	6/18/2019
Project Completion	9/30/2019

STRATEGIC PLAN ALIGNMENT

Initiative

Foster Sustainable Community Development

Goal

Maintain and expand quality infrastructure and improve connectivity to City Amenities.

BUDGET IMPACT:

Funding in the amount of \$470,000 is budgeted in FY 2019 CIP line item 304-1381-00-8420 for project design and the start of construction. The unexpended fund balance will be carried forward in this line item into FY 2020, along with an additional \$230,000 that is expected to be approved as part of the budget, to bring this project to completion and for a total project budget of \$640,000.

RECOMMENDATION:

Staff recommends that City Council approve the construction contract with Talis Construction Corporation to provide construction services for the Maricopa Street and Avondale Boulevard Traffic Signal Project in the amount of \$426,997.00, and authorize the Mayor, or City Manager and City Clerk, to execute the necessary documents.

INVITATION FOR BIDS

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	EN19-166
CIP Project Number:	ST 1381
Solicitation Title:	Traffic Signal- Maricopa Street & Avondale Boulevard
Release Date:	April 22, 2019
NON-MANDATORY	April 30, 2019
Prospective Bidders' Conference:	9:00 a.m. (local-time, Phoenix, Arizona) Avondale City Hall First Floor- Mojave Conference Room 11465 West Civic Center Drive Avondale, Arizona 85323
Final Date for Inquiries:	May 06, 2019 at 6:00 p.m.
Bid Deadline and Opening:	May 13, 2019 5:00 p.m. (local-time, Phoenix, Arizona)
Procurement Administrator:	Tiffany Copp tcopp@avondaleaz.gov

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the services specified herein will be received by the City Clerk at the City Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered, except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

*** The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

**CITY OF AVONDALE
DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT
EN19-166**

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

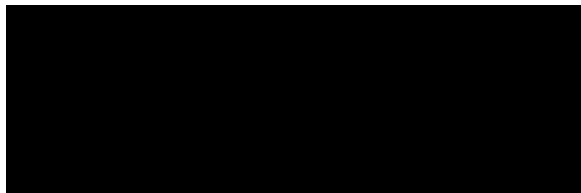
Arizona Transaction (Sales) Privilege Tax License Number: <u>07-45306</u> Federal Employer Identification Number: <u>86-0786364</u> TALIS Construction Corporation Contractor Name 1167 W. Javelina Avenue Address <table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 33%; border-bottom: 1px solid black;">Mesa</td><td style="width: 33%; border-bottom: 1px solid black;">AZ</td><td style="width: 33%; border-bottom: 1px solid black;">85210</td></tr><tr><td style="text-align: center;">City</td><td style="text-align: center;">State</td><td style="text-align: center;">Zip Code</td></tr></table>	Mesa	AZ	85210	City	State	Zip Code	For Clarification of this Bid contact: Name: <u>Chuck Watson</u> Telephone: <u>480-557-6100</u> Facsimile: <u>480-557-6200</u> Email: <u>cwatson@talis.us</u> Authorized Signature for Contractor Chuck Watson Printed Name V.P. of Pre Construction Title
Mesa	AZ	85210					
City	State	Zip Code					
ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)							
Effective Date: _____ Contract No. _____ Official File: _____							
CITY OF AVONDALE, an Arizona municipal corporation							
Charles A. Montoya, City Manager							
ATTEST:	APPROVED AS TO FORM:						
Marcella Carrillo, City Clerk	Andrew J. McGuire, City Attorney						

**CITY OF AVONDALE
ACKNOWLEDGMENT OF PLANS AND SPECIFICATIONS RECEIVED**

INVITATION FOR BIDS

**TRAFFIC SIGNAL- MARICOPA STREET AND AVONDALE BOULEVARD
EN19-166**

Vendor certifies that it has reviewed and verified the following plans and specifications were included as part of IFB EN19-166, released on April 22, 2019, and that the information contained therein has been incorporated in formulating the Vendor's Offer:



Signed

_____, May 13, _____ 2019
Date

Chuck Watson, V.P. of Pre Construction

Print Name and Title

TALIS Construction Corporation

Company Name

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.
- 1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.
- 1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.
- 1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.
- 1.5 “City” means the City of Avondale, an Arizona municipal corporation.
- 1.6 “City Representative” means the City employee who has specifically been designated to act as a contact person to the City’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.
- 1.7 “Confidential Information” means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.8 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) the executed Acknowledgment of Plans and Specifications, (iii) this IFB, including all completed exhibits, (iv) the Notice of Award, (v) the Notice to Proceed or Purchase Order(s), (vi) any approved Addendum, Change Order or Amendment, (vii) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (viii) the Certificate of Completion and (ix) any Plans, Specifications, Reference Documents or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the City in writing on the Price Sheet.
- 1.9 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.
- 1.10 “Contract Time” means the time period during which the Contractor must complete all of the Work related to the Project.
- 1.11 “Day(s)” means calendar day(s) unless otherwise specified.
- 1.12 “Engineer” means the City Engineer or authorized designee.
- 1.13 “Final Completion” shall be defined as set forth in Section 3.18 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.16 below.
- 1.14 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City’s Procurement Code.

1.15 “MAG Specifications” means, collectively, the “Uniform Standard Specifications for Public Works Construction,” current edition as of the date of Contract award and the “Uniform Standard Details for Public Works Construction,” current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments (“MAG”) and any amendments or supplements adopted by the City.

1.16 “MAG Supplement” means the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, dated April, 2008.

1.17 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

1.18 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.19 “Plans” means drawings relating to the Project, prepared by or on behalf of the City, bearing the seal of the professional who is responsible for their preparation.

1.20 “Price” means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.21 “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.22 “Procurement Agent” means the City Manager or authorized designee.

1.23 “Procurement Code” means the City’s Procurement Code, as amended from time to time.

1.24 “Project” means the purpose and Work described as set forth in Section 2.1, in the “Purpose/Scope of Work” of the IFB.

1.25 “Punch List” means that list of items provided by City to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.26 “Reference Documents” means information provided by the City relating to the Project that must be evaluated by the Contractor and incorporated into its Bid.

1.27 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

1.28 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.29 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.30 “Substantial Completion” shall be defined as set forth in Section 3.17 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.16 below.

1.31 “Substitutions” means Contractor’s proposed changes in products, materials, equipment and methods of construction from those required by the Contract Documents.

1.32 “Substitutions for Cause” means changes proposed by Contractor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.33 “Substitutions for Convenience” means changes proposed by Contractor or City that are not required in order to meet other Project requirements, but which may offer advantage to Contractor or City.

1.34 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this Invitation for Bids.

1.35 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of the installation of a traffic signal, ADA ramp and sidewalk modifications, installation of fiber optic communications and other related miscellaneous work as further described in the Price Sheet attached hereto as Exhibit C. The City is issuing this IFB to secure a qualified Engineering Contracting (Commercial) Class A Licensed Contractor to perform the Work and provide Materials as more particularly described in the Specifications attached hereto as Exhibit A and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related Plans, Specifications, related construction drawings and Reference Documents. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.57 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

3. Bidder cannot demonstrate financial stability.

4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders must provide the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).

2. Acknowledgement of Plans and Specifications signed in ink (Page ii).

(The full set of Plans and Specifications **does not** need to be returned with the IFB.)

3. Price Sheet (Exhibit C).

4. Licenses; DBE/WBE Status (Exhibit D).

5. References (Exhibit E).

6. Bid Bond (Exhibit F).

7. Key Personnel/Subcontractor Listing (Exhibit G).

8. Acknowledgment page, signed in ink, for each Addendum issued (Exhibit J).

(Revised Plans and Specifications attached to the Addendum do not need to be returned with the Acknowledgment.)

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Tiffany Copp c/o City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or

withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the Procurement Administrator whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Questions shall be submitted via email by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available on the City's website at:

www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the City's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate

this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Please be advised that ARIZ. REV. STAT. § 42-5075(P) applies to the Project contemplated within this Contract. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and City regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code,

except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit D and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit E and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.17 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the City in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit F, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will (A) issue a Notice of Award for those Offers accepted by the City and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.18 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** Days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Reference Standards and Reference Documents. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail. The Contractor shall also perform the Work in accordance with the Reference Documents, a list of which is attached hereto as part of Exhibit A.

3.2 Contract Time. The Contract Time for this Project shall be 113 days from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.3 Pre-Construction Conference. Within 30 Days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit G and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the City Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

3.5 Notice to Proceed. Within 45 Days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor.

No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

- A. Commencement. The start of construction.
- B. City Services Shut Down. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.
- C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.
- D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The City will furnish all required water meters; provided however, that the meter provided is only for construction purposes. Any domestic water meter necessary for the Project shall be included in the Bid.
- E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) City and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration (“OSHA”) standards.

3.7 Affirmative Action Report. It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.

3.8 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The City will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.9 Inspection and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed this Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with this Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor’s responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and City laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.10 Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with OSHA, American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said safety plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents.

3.11 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of this Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for City personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Avondale Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Avondale officer to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed

to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 72 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

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

3.13 Insurance.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by

law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

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

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

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

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Contractor will provide to the City within 10 business days after receipt of the executed Agreement, and prior to commencing any Work or Services under this Contract, suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of this Contract.

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

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

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract 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. Builder's Risk Insurance. Unless expressly waived by the City Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Contractor, the Contractor's Subcontractors and subsubcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

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

3.14 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the City. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit H, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.15 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the City. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit Ha, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission

of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.16 Changes in the Work. The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the City's written approval authorizing said change and said changes shall be performed under the applicable conditions of this Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the City decreases the Work resulting in a decrease in Contractor's quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.17 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The City shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the City of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the City and Contractor. The Certificate of Substantial Completion signed by the City and Contractor shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the City and establish the time for completion and correction of all Punch List items. If the City and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.18 Final Completion. The City shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the City by the Contractor. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor

on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.

3.19 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the City or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the City an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the City. The application shall be deemed approved and certified for payment seven Days after it is submitted unless before that time the City prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under this Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the City and Contractor.

2. Within 30 Days after approval of each monthly application for payment, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the City, (b) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.19(B) below.

3. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the City and the Contractor as to extent and time for Final Completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the City shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.19 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress

payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the City that (1) title to the Materials and equipment will pass to the City upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the City may reasonably request in order to protect its interests. With the prior, written approval of the City, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the City shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the City that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the Materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the 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.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the City waives all claims except for:

- a. Outstanding liens.
- b. Improper workmanship or defective Materials.
- c. Work not in conformance with this Contract or Work not completed.
- d. Terms of any special warranties required by this Contract.

e. Delivery to City of all warranties, operation and maintenance manuals, “AS-BUILT” record drawings and other documents as required by this Contract.

f. Right to audit Contractor records for a period of three years.

g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the City a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the date that the City accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by City staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in any portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor’s construction activities on the Property. Nothing contained herein shall prevent the City or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.20 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

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

PART B - PERFORMANCE OF THE WORK

3.21 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.22 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the City pursuant to the provisions of the MAG Supplement Section 102.4.1.

3.23 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the “Schedule”). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the City to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.24 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.25 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.26 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.
4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.
5. Delays occurring due to the acts or omissions of the City and those within the control of the City.
6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.
7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to

include 5 Days for weather delays (the “Expected Delay Days”), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the City within 24 hours in writing of a weather-related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be subtracted from the Expected Delay Days. Weather delays shall not be deemed “Excusable” unless all of the Expected Delay Days have been exhausted.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer’s determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer’s determination may be issued at such time as the Engineer deems reasonable, but not later than 10 Days after receipt by the Engineer of the Contractor’s written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor’s request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the 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 Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.27 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the City upon request therefore for each Day of delay beyond the original or revised scheduled time of completion of Contractor’s Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each Day of delay.

A. Prior to Termination. If this Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.

B. After Termination. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time as the City may reasonably obtain delivery or performance of similar Services.

3.28 Suspension by the City for Convenience.

A. City Determination. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.29 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the City's termination by convenience.

3.30 Termination by the City for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 Days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Contract, without prejudice to any right or remedy otherwise available to the City, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.31 Contract Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and

budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.32 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the City, in which event Contractor shall be entitled to compensation for such overtime Work. If the City requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the City a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the City on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.33 No Damage for Delay or Additional Work by the City. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in the event of delay or Additional Work by the City shall be an extension of time hereunder to complete the Work.

3.34 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.35 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.36 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.37 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work and shall be adequate to complete this Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in

general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.38 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.

3.39 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the City in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.40 Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.

3.41 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement.

3.42 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.

3.43 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

May 1 – October 31	November 1 – April 30
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all City, State and Federal holidays.

3.44 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades), as modified by the MAG Supplement.

3.45 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the City. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the City elects to replace survey benchmarks using its own forces.

3.46 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.47 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Disposal of material within the Avondale City Limits or Planning Area must be approved by the Engineer. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.48 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the City Water Billing Department. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the City's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.49 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.50 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.51 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.52 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by City Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the City Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the City Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the City, if not deducted by the City from monies due Contractor, shall be paid by Contractor within five business days of written demand by the City.

3.53 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the City; provided, however, that the City shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the City shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the City deems unsafe until corrective measures satisfactory to the City have been taken. Should Contractor neglect to adopt such corrective measures, the City may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the City.

3.54 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the City Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.54; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and City officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street

closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary “Dear Neighbor” letter (8-1/2”x11”), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This “Dear Neighbor” letter shall include, at a minimum, the following information:

1. Contractor’s name, business telephone number and the 24-hour “Hot Line” telephone number for this Project.
2. Name of Contractor’s Project Manager.
3. Name of Contractor’s Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of City’s Project Manager.
8. Name of the Engineer.

The Engineer shall provide the Contractor with a distribution list for this “Dear Neighbor” letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Engineer and (2) provide the Engineer with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the “Dear Neighbor” letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Engineer, Contractor may be required to distribute additional public notifications. At the end of construction, a final “Dear Neighbor” letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor’s and the City’s appreciation for their patience during construction of the Project.

B. Project Signs. Unless otherwise directed by the Engineer, the Contractor shall furnish and install at least 2 Project signs, not less than five business days before beginning construction, at locations determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contractor shall submit the proposed layout of the Project signs to the Engineer for approval prior to fabrication of the signs. The Contractor shall maintain the signs as necessary and update the information as directed by the Engineer. At the Final Completion of the Project, the Contractor shall remove and dispose of the signs. The Project signs shall be fabricated as follows: (1) the vinyl sheeting for the background, legend, and border shall be applied by heat bonding, except that the decal and legend for the project title, cost, and Contractor’s name shall be pressure sensitive application; (2) the four foot by eight foot (4’ x 8’) signs shall be mounted four feet above the ground level and anchored three feet into the ground with concrete backfill around the posts; and (3) sign colors shall be black letters on white background, over a ghost image of the City of Avondale logo. The information on the Project signs shall be in the format and fonts proportions as depicted on the sample sign below. The image template may be obtained from the City of Avondale Engineering Department as a computer image file.

PROJECT NAME YOUR TAX DOLLARS AT WORK	
Project No. Project Cost: Contractor: Engineer: City Engineering Department 24-Hour Project Hotline Begin Construction:	Telephone: Telephone: Telephone: (623) 333-4200 Telephone: End Construction:
PROGRESS AS PROMISED	

C. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the “Hotline”). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

D. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Engineer.

E. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

F. Payment for Public Notification. The City will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the Project signs; the “Dear Neighbor” letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any Day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

PART C - MISCELLANEOUS

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

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

3.57 Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

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

3.60 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work and the Specifications, Plans/construction drawings and Reference Documents as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

3.61 Entire Agreement; Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

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

3.63 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

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

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

3.66 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract 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 Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Tiffany Copp, Procurement Administrator

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: City Attorney

If to Contractor: _____

 Attn: _____

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 Section. 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.

3.67 Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill this Contract.

3.68 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.66, of the existence of the force majeure and shall be deemed

to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.68.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.66 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

3.70 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.71 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.71 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.71 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

3.72 Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

3.73 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.74 Warranties. Contractor warrants to the City that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the City and that all Work shall be of first-class quality, free from faults and defects and in conformance with this Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor’s Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the City immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the City. Contractor further agrees to execute any special guarantees as provided by this Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the City and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of this Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the City’s written demand, the City shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.75 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the City. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.76 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach of this Contract as a whole.

3.77 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.78 Liens. All Materials, Service or construction shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

3.79 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.80 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

3.81 Preparation of Specifications by Persons other than City Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City’s needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.82 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

PART D - ALTERNATIVE DISPUTE RESOLUTION

3.83 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.86(G) below, the alternative dispute resolution (“ADR”) process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon this Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.84 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor’s approval, which approval shall not be unreasonably withheld. In the event that the City and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated, and the parties shall proceed with the binding arbitration process set forth in Section 3.86 below. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator’s firms shall have presently, or in the past, represented any party to the arbitration.

3.85 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. The Neutral Evaluator shall require that each party submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding, written decision as soon as possible, but not later than five Days after the hearing.

3.86 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.86(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.84 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days of receipt of the Neutral Evaluator’s decision. If the Contractor requests arbitration or if Contractor rejects the City’s selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.86(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.86(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.86(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 3.84. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator," a person or entity jointly selected by the City and the Contractor. If the City and the Contractor cannot agree on a Default Neutral Arbitrator, the City and the Contractor shall each submit two names to an appropriate judge who shall select one person to serve as the Default Neutral Arbitrator."

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.86(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Contract amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Contract amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to this Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the City. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with this Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the City and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status

quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the City or in favor of the City against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of this Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

EXHIBIT A
TO
INVITATION FOR BIDS NO. EN 19-166

[Specifications, Plans/Construction Drawings/Reference Documents]

See following pages.



TECHNICAL SPECIFICATIONS

AVONDALE BOULEVARD AND MARICOPA STREET TRAFFIC SIGNAL (PROJECT ST1381) SOLICITATION #

Prepared by:

**J2 Engineering and Environmental Design
4649 E Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040**

April 19, 2019



TECHNICAL SPECIFICATIONS

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PART 100 - GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.01000 – Location and Project Boundaries:

The project is located along Avondale Boulevard, from Maricopa Road to Coldwater Springs Boulevard, in the City of Avondale, Arizona (City).

104.02000 – Scope of Work Overview:

The work consists of the installation of a traffic signal, ADA ramp and sidewalk modifications, installation of fiber optic communications, and other related miscellaneous work. Additional information is provided in ART. II, Section 2.1 of the IFB. Specific Scope of Work items are itemized as Bid Items in the PRICE SHEET, Exhibit “B”, of the IFB.

SECTION 105 – CONTROL OF WORK

105.01000 – Additional Reference Standards:

The following reference standards are added to Article III, Section 3.1 of the IFB’s General Terms and Conditions and are incorporated by reference.

The “ADOT Specifications” is more particularly defined as the Arizona Department of Transportation (ADOT), Standard Specifications for Road and Bridge Construction, 2008 Edition.

U.S. Department of Transportation, Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Latest revisions of ASTM, AWWA, ANSI or Federal specifications, standards and details, as applicable.

Latest revisions of MCDOT supplement to the MAG Uniform Specifications and Details for Public Works Construction, 2011, as applicable.

In the event of a conflict between the Construction Drawings and the Contract language, the Contract language shall prevail.

In the event of a conflict between (i) the ASTM, AWWA, ANSI or Federal specifications, standards and details and (ii) the MAG Uniform Standard Specifications and Details for Public Works Construction and the City Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction, the MAG Uniform Standard Specifications and Details for Public Works Construction and City Supplement to MAG Uniform Standard Specifications and Details for Public Works construction shall prevail.

In the event of a conflict between the AWWA, ANSI or Federal specifications, standards and details and the Contract, the Contract shall prevail.

In the event of a conflict between the City of Phoenix Traffic Barricade Manual and the U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), the City of Phoenix Traffic Barricade Manual shall prevail.

Bid Item 105.30010– As-built Documentation:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for providing complete and competent as-built record document plans to the City. As-built plans shall reflect all in-place field dimensions, horizontal locations and vertical elevations for all constructed or installed improvements. All changes, additions and deletions shall be depicted graphically and represented numerically. All dimensions and elevations on the plan sheets must be verified.

The Contractor shall be required to keep a clean and current set of as-built plans during the Project's construction duration. The as-built plans must be kept up to date for each phase of construction throughout the Project's construction duration, especially for all underground utilities and improvements. These as-built plans shall be subject to review each month by the City's Engineering Inspector to verify compliance with this specification and will be part of the approval process for each of the Contractor's monthly progress payments.

Unless otherwise provided for, the Contractor shall be responsible for preparing and providing to the City all final as-built record documents for the Project using the most recent City approved plan sheets. An Arizona registered civil engineer or Arizona registered land surveyor shall seal the final as-built record documents. The final as-built record documents shall conform to the requirements of MAG Specifications Sections 105.8 and 105.15; and as specified in the City MAG Supplement. Final as-built plan sheets shall be prepared on 4 MIL, double matte, MYLAR material. A CD/DVD back-up copy of the as-builts in [.tiff] digital file format shall also be required.

Measurement for the As-built Record Document Plans will be Lump Sum and will be prorated (overall project percent completion) each month over the Project's duration.

Payment shall be made at the Lump Sum price bid and shall be considered full compensation for this work item.

105.60010 – Cooperation with Utilities:

The following utility companies may have facilities in the area of this Project. It shall be the Contractor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the below mentioned utility companies a minimum of five (5) working days prior to commencing any work on the project. Use caution and always follow all local Blue Stake laws.

Salt River Project (SRP)

Distribution Services

Land Rights Power

Water Engineering Services

Water Engineering Services

Water Land Rights Irrigation

Jolie Donahue (602) 236-3782

Henry A. Soliz (602) 236-0890

Susana Ortega (602) 236-5799

Carissa Scharrer (602) 236-8533

Henry A. Soliz (602) 236-0890

The Contractor shall comply with the following construction requirements received from SRP specific to this project.

New conduit crossings of existing SRP irrigation pipes shall be in accordance with SRP Standard Drawing WES-02604-001.

Cox Communications**Cory Day (602) 769-3979**

The Contractor shall comply with the following construction requirements received from Cox Communications specific to this project.

When crossing Cox Communications facilities the Contractor shall pothole to determine depth and maintain a minimum of 12 inches vertical and horizontal separation from the proposed facility. Support and protect all Cox Communications facilities during construction. Notify Cox Communications Engineering Department of all utility coordination meetings, pre-construction meetings, and construction schedule including the anticipated construction start date.

CenturyLink**Brett Beaty (480) 239-3257**

The Contractor shall comply with the following construction requirements received from CenturyLink specific to this project.

In accordance with state law, Blue Staking for location of CenturyLink™ facilities must be completed prior to any construction. When crossing CenturyLink™ facilities you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities. Pursuant to state law, support and protection is required for all CenturyLink™ facilities during construction.

Should the Contractor locate or expose an unknown CenturyLink™ facility, please contact CenturyLink™ as soon as possible.

Kinder Morgan**Cory Talmage-Gray (719) 520-4266****Southwest Gas****Valerie Gallardo-Weller (602) 484-5342**

The Contractor shall comply with the following construction requirements received from Southwest Gas specific to this project.

The Contractor shall carefully evaluate each existing Southwest gas line crossing, including potholing to determine exact elevations.

Once mechanical trenching is in progress, do no dig within two feet of a gas pipe. This trenching shall be done by hand in order to prevent any damage to the gas pipe. In the event the Contractor should “hook” or otherwise strain a gas pipe while excavating, a call should be placed to (602) 271-4277.

Even though there may not be any apparent damage, the strain may have damaged the wrap or a portion of the buried pipe or fittings at other locations causing a leak in the surrounding area. Also, if a steel facility is exposed and the pipe coating is found to be in need of repair, please contact the Southwest Gas office so a crew can be dispatched to rewrap the pipe. This is a service provided by Southwest Gas at no cost to the Contractor so Southwest Gas can monitor their steel facilities and minimize the possibility of corrosion.

When the excavations are complete, all exposed gas pipes should be protected. If the trench is more than three feet wide, the pipe must be supported in a manner where the supporting material does not damage the

pipe of its protective wrapping.

When backfilling, Southwest Gas requires both six inches of bedding and six inches of shading with sand or material free of rocks and able to pass through a 3/8-inch screen.

This will provide a firm support under the facility and prevent damage to the pipe or pipe coating from the backfilling operation. Do not drop backfill directly over the gas pipe. During the compaction process, use extra care when directly over the gas pipe in order to avoid any damage.

Please be aware that there may be abandoned steel gas lines within your project limits that are potentially coated or wrapped in unidentified materials. Southwest Gas treats its steel gas pipe with unidentified coating/wrapping materials as potentially containing asbestos. Extreme care must be taken when working near and exposing these lines, additionally, whenever such pipe is in direct conflict and requires removal, it must only be done so by a Southwest Gas NESHAP certified contractor. Please contact Southwest Gas in advance to coordinate any removal.

Prior to beginning construction and for actual up to date utility locations, call Arizona 811 at 1-800-782-5348 or 811, pursuant to the “Blue Stake Law” (ARIZONA REVISED STATUTES (State Law), Chapter 2, Sections 40-360.21 through 40-360.32).

Bid Item 105.80010 – Construction Staking, Survey and Layout:

The Work under this item shall consist of furnishing all Materials, equipment, and labor necessary for providing construction survey, staking and layout for the Project. This item shall comply with MAG Specification 105.8 and as modified by the City’s MAG Supplement.

Method of Measurement:

Measurement for survey, staking and layout will be lump sum and will be prorated (overall Project percent completion) each month over the Project’s duration.

Basis of Payment:

Payment shall be made at the lump sum price bid and shall be considered full compensation for this Work item.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Bid Item 107.02000 - AZPDES (NPDES) SWPPP

The work under this item shall include all material, labor, equipment and other incidental costs related to furnishing, installing, and maintaining the Storm Water Pollution Prevention Plans (SWPPP) during the project construction. Maintenance shall include but is not limited to cleaning, repair and disposal of debris and compromised devices following storm events or other water runoff on the project. All administrative costs including plan and document preparation shall also be included.

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit (CGP) requirements under the EPA General Permit for Arizona. All subcontractors shall comply with all AZPDES CGP requirements under the supervision of the General Contractor and shall submit a completed, signed subcontractor certification form, thereby designating themselves as co-permittees. The Contractor will be expected to develop the SWPPP following the most recent City of Avondale Approved SWPPP Template found on City of Avondale website. Completed SWPPPs must be submitted to the City's NPDES coordinator for review before a construction permit will be issued by the City. All sections of the most recent City of Avondale Approved SWPPP Template must be complete in order for the City's NPDES coordinator to initiate a review of the submitted SWPPP. Any structural or non-structural best management practices included in the SWPPP that are not included in the City of Avondale Approved BMP List (found on the City of Avondale website) will be subject to the standards deviation process, and are not guaranteed approval.

Subsequent to approval by the City's NPDES coordinator, the Contractor will be expected to update/revise the approved SWPPP as necessary throughout the construction of the Project in order to ensure compliance with EPA, AZPDES, and CGP permit requirements. Revisions to the SWPPP requiring use of the SWPPP bid item, or any other additional items, shall be subject to approval by the City prior to implementation. The SWPPP document shall be kept at the project site at all times. The final SWPPP document shall be retained by the Contractor for three years following project completion and final acceptance by the City.

The contractor will be responsible to make submittals to the appropriate agencies. In addition to review by the City and Maricopa County Department of Transportation (MCDOT), portions of this project may be in the urbanized, non-incorporated area governed by Maricopa County Environmental Services Department. This department requires a submittal, fees, and process in addition to the standard NPDES requirements. In addition, portions of this project are within a quarter mile of the Gila River, which is an impaired waterway, and may require a special review or process from ADEQ.

The Contractor shall submit a completed, signed Notice of Intent (NOI) form (including the signed subcontractor certification forms) to the Arizona Department of Environmental Quality (ADEQ), Water Permits Section/Storm Water NOI (5415B-3), 1110 W. Washington Street, Phoenix, Arizona 85007; or fax to (602) 771-4674, or online at ADEQ's Smart NOI Web site at: <http://az.gov/app/smartnoi/>. The NOI shall be posted at the construction site at all times.

Failure by the Contractor (or any applicable subcontractors) to submit the NOI forms and certifications to ADEQ, and/or the SWPPP to the City's NPDES coordinator for review, by the start of construction activities will lead to delays in meeting EPA requirements, which will result in delay of the start of construction. The Contractor will not be entitled to any additional compensation for costs resulting from such delay of the construction start date and/or any construction activities. No construction activities shall begin until all applicable storm water pollution control devices are in place. Any additional work or costs caused by the

Contractor's (or subcontractor's) failure to properly implement the SWPPP shall not be considered for compensation. The Contractor shall keep a copy of the latest STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES as printed in the Federal Register at the job site at all times. The Contractor shall keep a copy of the STORM WATER BASELINE CONSTRUCTION GENERAL PERMIT COVERAGE NOTICE received from the EPA (after submittal of the NOI) at the job site at all times.

All SWPPP reports required under this contract shall be available to the public in accordance with the requirements of Section 308(b) of the Clean Water Act. The Contractor shall make plans available to the public upon request through the EPA. No conditions of the Arizona General Permit or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes or regulations. Asphalt plant and concrete plants (including mobile plants) require separate AZPDES industrial permits.

Upon completion and acceptance of the work performed by a subcontractor co-permittee, either the Contractor or other subcontractors shall absolve such subcontractor of any involvement in, or responsibility for, any subsequent AZPDES violations on the project. After project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed Notice of Termination (NOT) form to the ADEQ Water Permits Section/Storm Water NOT (5415B-3), 1110 W. Washington Street, Phoenix, Arizona 85007 or fax to (602) 771-4674, or online at ADEQ's Smart NOI Web site at: <http://az.gov/app/smartnoi/>.

As a minimum, the Contractor shall perform inspections in accordance with the scope and schedule specified in the most recent CGP Inspection and Corrective Action Report Form found on the ADEQ website. The Contractor is also encouraged to inspect all best management practices following all rainfalls, as it is the Contractor's responsibility to ensure the proper operation of each best management practice at all times. The Contractor shall maintain a record of each inspection. No other separate measurements or payments will be made relative to SWPPP items.

The Lump Sum price bid for this SWPPP work item shall include all material, labor, equipment and other incidental costs related to furnishing, installing, and maintaining the SWPPP during the project construction. Maintenance shall include but is not limited to cleaning, repair and disposal of debris and compromised devices following storm events or other water runoff on the project. All administrative costs including plan and document preparation shall also be included.

Measurement for AZPDES (NPDES) SWPPP will be Lump Sum and will be prorated (overall project percent completion) each month over the project's duration.

Payment shall be made at the Lump Sum bid price and shall be considered full compensation for this work item.

Bid Item 107.15000 – Community Relations (Allowance):

The work under this item shall consist of furnishing all necessary materials, equipment, labor, services and incidentals for providing public information and notification in accordance with **Article III, General Terms and Conditions, Part B Performance of the Work, Section 3.53**, "Public Information and Notification" of the Contract Documents. The cost for providing a 24-hour project hot-line number service shall be reimbursed through this work item. The cost for furnishing, installing and maintaining two project information signs, in accordance with the contract documents, shall be reimbursed through this work item. The Contractor shall also be responsible for removing the project information signs once the Project has reached final completion. **Payment** will be based on City-approved time and material invoices for an amount not to exceed five thousand dollars (\$5,000.00) and shall be considered full compensation for this work item.

107.20010 – Permits:

The City of Avondale Engineering Right-of-Way Permit fee will be waived for this project. All other required permits shall be the Contractor's responsibility to obtain and pay for which may include but not be limited to: MCDOT ROW permit, Maricopa County Environmental Dust Control permit, and City fire hydrant meter fees. There will be no separate measurement or payment for permits, the cost being considered as included in the Contractor's bid price for other pay items.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS

108.50010 – Limitation of Operations and Sequencing of Construction:

The Contractor shall be aware of and coordinate this Project's Work with any other ongoing construction and/or traffic control in the immediate vicinity of the Project area.

Night and weekend work is not allowed unless specifically pre-approved by the City. The Contractor shall assume no night or weekend work for bidding purposes.

A minimum of two thru lanes, one each direction, shall remain open at all times. Provisions shall be made to allow for left turns including dedicated turn bays at all signalized intersections and other major collector cross-street intersections, unless otherwise specifically pre-approved by the City.

Any activities that will affect peak time traffic shall be pre-approved for times, days, and method by the City prior to implementation. Generally, no activities that affect peak time traffic on major collector and arterial streets will be allowed between 7:00 a.m. - 9:00 a.m. and from 4:00 p.m. - 6:00 p.m. Deviations may only occur when specifically approved by the City Engineer.

All work within the rights-of-way of the following streets must be stopped, equipment removed and all barricades removed during the following dates November 5 – 11, 2018 for PIR race week. Work may resume on November 12, 2018.

All milling, crack sealing and pavement replacement shall be completed before any preservative seals or slurry/micro seals can be applied.

SECTION 109 - MEASUREMENT AND PAYMENT

109.00010 – General

Bid Item Numbers listed herein correspond to the Item Numbers listed in the Price Sheet of the IFB's Exhibit "C".

Measurement for each bid item shall be done in the units installed or percent complete as indicated in the Price Sheet of the IFB's Exhibit "C". Measurement shall be for all work that is satisfactorily completed in place, with no allowance for waste, and that which is verified by field measurements as applicable.

In general, payments to the Contractor shall be in accordance with Article 3, General Terms and Conditions, Section 3.13, "Payments to Contractor" of the Contract Documents. Specific bid item payment guidelines shall be in accordance with the MAG Specifications as applicable unless as revised or more particularly described in these Technical Specifications. Payment will be made at the Unit Price or Lump

Sum price that was bid and as shown in the Price Sheet of the IFB's Exhibit "B" and shall constitute payment in full for furnishing all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete Project in a workmanlike and satisfactory manner as shown by the Plan Drawings and in the Contract Documents described herein.

Bid Item 109.09000 – Mobilization/Demobilization:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary to provide the Contractor a one-time, round trip mobilization/demobilization of the Contractor's personnel equipment, supplies and incidentals, establishment of offices, buildings and other facilities, required for the performance of the work on the Project, including preparatory work and operations prior to the commencement of the work on the Project site. **Measurement and Payment** for mobilization and demobilization shall be done in two equal parts of the Contractor's Bid Item Lump Sum price. The first half payment shall be included in the Contractor's initial invoice and the second half payment shall be made after the Project has reached Substantial Completion as declared by the City and shall be considered full compensation for this work item.

Bid Item 109.50010 - Miscellaneous Reimbursable (Allowance):

The work under this item shall consist of furnishing all necessary materials, equipment, and labor for work not covered by the Contract plans or documents due to an unforeseen field condition or other circumstance that has been identified during the construction phase as necessary to complete the Project. No work shall be performed under this item unless it is authorized, in writing, by the City or authorized representative. The scope of work, conditions, completion schedule and pricing for any extra work must be mutually agreed on and approved by the City before the work can commence.

Method of Measurement:

Measurement shall be based on City-approved time and material invoices or on a pre-approved, mutually agreed on price.

Basis of Payment:

Payment shall be for an amount not to exceed Fifty Thousand dollars (\$50,000.00) based on the approved time and material invoices or the pre-determined, pre-approved price for each separate extra work item and shall be considered full compensation for the work item.

SECTION 300 – STREETS AND RELATED WORK

Bid Item 321.01330 – Asphalt Pavement Per Structural Section No. 1 (3" AC/6" ABC)

The work under this item shall consist of furnishing all materials, equipment, and labor for the placement and compaction of a 3"AC and 6" ABC in accordance with the City of Avondale Supplement to the MAG Specification Section 321 and MAG Section 321. The mix shall be provided in accordance with MAG Section 710.

Method of Measurement:

Measurement for Asphalt Pavement Per Structural Section No. 1 (3" AC/6" ABC) will be per each **SQUARE YARD** installed in place.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 340.01110 – 6" Vertical Curb and Gutter, MAG Standard Detail 220-1, Type "A":

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the construction of new Portland Cement concrete curb and gutter at the locations, grades and elevations shown on the project plan documents. All curb and gutter work shall be constructed in accordance with MAG Specification Section 340, the designated MAG Detail No., and the City of Avondale Supplement to the MAG Specifications as applicable. The Contractor shall verify line and grade prior to placing any concrete.

Method of Measurement:

Measurement for Curb and Gutter will be per each **LINEAR FOOT** installed in place.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 340.01210 – Concrete Sidewalk, MAG Standard Detail 230 (4" thick): The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the construction of concrete sidewalk at the locations, grades and elevations shown on the project plan documents. The sidewalk width shall be five-foot minimum, match existing or as otherwise shown on the plans. All concrete sidewalk work shall be constructed in accordance with MAG Specification Section 340 and MAG Detail No. 230.

Method of Measurement:

Measurement for concrete sidewalk will be per each **SQUARE FOOT** installed in place.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 340.01305-ADA Ramp Per MAG Standard Detail 240

Bid Item 340.01600 – Concrete Valley Gutter and Apron: The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the construction of concrete valley gutter and apron at the locations, grades, elevations and dimensions shown on the project plan documents. All Concrete Valley Gutter and Apron work shall be constructed in accordance with MAG Standard Specification Section 340 and MAG

Standard Detail No. 240. The Contractor shall verify line and grade prior to placing any concrete.

Method of Measurement:

Measurement for concrete valley gutter and apron will be per each **SQUARE FOOT** installed in place.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 350.01315 – Removal of Existing Asphalt Concrete Pavement (For general patch areas incl remnant sections < 48” and transverse trench excavation):

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for removing existing asphalt concrete pavement as shown on the project plan documents. Pavement removal shall be in accordance with MAG Standard Specification Sections 336 and 350. The Contractor is responsible for protecting all adjacent pavement and concrete. The pavement removal operation shall not damage any underground utilities that are to remain in place. The Contractor shall include all removal related costs in this bid item work including saw cut, milling, loading, hauling, off-site disposal and clean-up.

Method of Measurement:

Measurement for Existing Asphalt Concrete Pavement Removal shall be per each **SQUARE YARD** removed. Measurement for removal of existing AC pavement for transverse trench excavation shall be per each **SQUARE YARD** of area removed based on the field measured trench length and the MAG Pay Width per MAG Specifications Section 336.4 using Table 601-1; except that all pay widths shall be computed per Section 336.4 (B); unless otherwise specified by a specific trench cross-section Plan Detail.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 350.01800 – Remove Existing Concrete Curb and Gutter: The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the removal of existing concrete curb and gutter as shown on the project plan documents including roll, vertical and ribbon type curbing. Concrete curb and gutter removal shall be in accordance with MAG Standard Specification Section 350. The Contractor shall include all removal related costs in this bid item work including saw cut, loading, hauling and off-site disposal. Locations, limits and quantities shall be per plan and/or as designated by the City’s Engineering Representative.

Method of Measurement:

Measurement for removal of existing concrete curb and gutter will be per each **LINEAR FOOT** removed.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 350.01900 – Remove Existing Concrete Sidewalk, Ramp, Driveway and Slab: The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the removal of existing concrete sidewalk, ramp, driveway and slab as shown on the project plan documents. All flat concrete removals shall be in accordance with MAG Standard Specifications Section 350. The Contractor shall include all removal related costs in this bid item work including saw cut, loading, hauling and off-site disposal. Locations,

limits and quantities shall be per plan and/or as designated by the City's Engineering Representative.

Method of Measurement:

Measurement for removal of existing concrete sidewalk, ramp, driveway and slab will be per each **SQUARE FOOT** removed.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 350.04004 – Remove & Salvage Street Light Pole: The work under this item shall consist of furnishing all materials, equipment, and labor necessary for removing and salvaging existing street lights, where shown on the Project Plans. As part of this work, the Contractor shall coordinate with SRP to de-energize the streetlight prior to the removal. The Contractor shall carefully remove the existing Street Light poles and equipment, as identified in the plans, in a manner so as to prevent any damage to the removed equipment, existing conductors, or the existing foundations and pull boxes. The re-installation of any existing equipment will be according to the requirements of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, 2000. Salvaged equipment that is not re-installed on the new pole shall be delivered to the City of Avondale. Contact Traffic Operations Supervisor, Bennie Robinson at (623) 333-4231 at least two (2) business days in advance of delivery for location.

Method of Measurement:

Measurement for Remove & Salvage Street Light Pole will be per **EACH**. No separate measurement or payment will be made for additional materials or hardware required to complete this work, the cost considered included in the contract price.

Basis of Payment:

Payment will be paid at the unit price bid per each street light pole removed, and such payment shall be compensated in full for the completed work in-place and delivery of the salvaged items to the City of Avondale

Bid Item 351.04000 Removal of Sign, Post and Base (Salvage Sign and Post – not base or foundation), MCDOT Dtl. 2060:

Bid Item 351.46000 Relocate Existing Sign:

Existing signage shall be removed or relocated as noted on the plans, in accordance with MCDOT standard details, City of Avondale requirements, and the plans. Prior to actual removal or relocation the contractor shall have new signage installed or temporary signage in-place keeping the roadway signage current with existing or improved conditions. Prior to removal the contractor shall contact the City for inspection and approval of proposed signage. This item shall also include removal of sign posts, bases, backfill, and repair of all paved surfaces. Removal of existing signage will include salvage of removed signs and posts. The Contractor will store the signs at their construction site until delivering to the City's Municipal Operations Service Center (MOSC).

City of Avondale MOSC Contact: Bennie Robinson, Traffic Operations Supervisor, 623-333-4231

Method of Measurement:

Signage removal shall be measured per **EACH** sign removed, including all posts and foundations, which shall

include the work, complete, including furnishing all labor and equipment required.

Relocate existing sign shall be measured per **EACH** sign relocated, including post, which shall include the work, complete, including furnishing all labor and equipment required.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

Bid Item 351.46100 – Remove Existing Electrical Junction Box:

Bid Item 351.46150 – Relocate Existing Traffic Signal Junction Box:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary to remove or relocate existing traffic signal junction box as shown on the Project plans. This item shall also include backfill of any resulting cavities. Removal of existing electrical junction boxes will include salvage of removed junction boxes.

Method of Measurement:

Junction box removal shall be measured per **EACH** box removed, which shall include the work, complete, including furnishing all labor and equipment required.

Junction box relocation shall be measured per **EACH** box relocated, which shall include the work, complete, including furnishing all labor and equipment required.

Basis of Payment:

Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 400 – RIGHT OF WAY & TRAFFIC CONTROL

Bid Item 401.01000– Traffic Control:

The Work performed under this Bid Item shall consist of providing all required traffic control barricades, devices, signage, temporary paint pavement markings (striping), flagmen set-ups, pilot cars and other related maintenance as necessary, in accordance with MAG Standard Specification Section 401 and as amended by the City's "Traffic Regulations" Section of the General Terms and Conditions of the Contract Documents and the City's MAG Supplement as applicable. Traffic control set-up and maintenance shall be the responsibility of the contractor. Traffic Control shall be further defined by site specific pre-approved traffic control plans (TCPs) and such costs consisting of preparing and submitting ATSSA certified traffic control plans for approval shall be included. Plans must be submitted to the City of Avondale for review and approval a minimum of three Avondale Business Days (M – TH) prior to the start of the related work. The plans must be complete, detailed and meet the City's submittal guidelines. Work requiring traffic restrictions shall not start until the traffic control plans have been approved by the City.

Road closures for convenience of the Contractor shall not be allowed. During construction activities, a minimum of two thru lanes, one each direction, shall remain open at all times. Provisions shall be made to allow for left turns including dedicated turn bays at all signalized intersections and other major collector cross-street intersections, unless otherwise specifically pre-approved by the City. Any activities that will affect peak time traffic shall be pre-approved for times, days, and method by the City prior to implementation. Generally, no activities or traffic restrictions that affect peak time traffic on major collector and arterial streets will be allowed between 6:00 a.m. - 9:00 a.m. and from 4:00 p.m. - 7:00 p.m., M-F. Deviations may only occur when specifically pre-approved by the City. The Contractor shall maintain 24hr access for all Emergency vehicles through the project; no exceptions.

It shall be the responsibility of the Contractor to provide, erect, maintain, remove and/or relocate all temporary and existing traffic control devices and signal indications necessary to properly mark and control the construction area(s) for the safe and efficient movement of all roadway users including pedestrians. The Contractor shall inspect and maintain all installed temporary traffic control devices at least once during a twenty-four (24) hour period. More frequent intervals of inspection and maintenance shall be made during periods of high winds or other detrimental conditions including a continuing problem maintaining the signs and devices. All temporary traffic control devices shall be ballasted with sandbags.

If traffic cones are approved to be used in lieu of barricades for day-time pavement related work only, 28" tall, high visibility orange cones may be permitted until the streets are opened up to traffic. Traffic cones shall not be allowed for any over-night traffic control. The spacing of the cones and/or signs to be used shall be per the City of Phoenix Traffic Barricade Manual. The number of cones on hand must be sufficient for an entire day's work, including any patchwork done that same day. When construction activities require the use of flagmen, it shall be the contractor's responsibility to provide ATSSA certified and trained personnel to serve as flagmen. Payment for uniformed off-duty police officers, if required, shall be paid under a separate bid item as an allowance.

Streets with new pavement or new pavement surface treatments shall not be open for public use until all permanent lane striping is complete, or until temporary striping and/or temporary traffic control (barricades) have been provided in accordance with an approved plan.

The Contractor shall maintain local access to all side streets, access roads, driveways and alleys, at all times and

shall notify all affected residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore full access as soon as possible. Short term residential driveway closures for actual material placement (laydown) or application of surfacing materials shall be limited to 30 minutes max. If access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Access to driveways shall be provided during all non-working hours. Any local street restrictions imposed shall be such that local area traffic circulation and emergency vehicle access is maintained. The Contractor shall ensure that all existing sidewalks on this project that remain open are fully accessible and safe for pedestrian access. The Contractor shall coordinate for affected residents by relocating trash containers and coordinate early or alternate pick-ups with the Solid Waste Division of the City Public Works Department. The contractor shall place temporary no parking signs on scheduled collector and residential roadways to be micro sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways.

Method of Measurement:

Traffic Control will be prorated (overall project percent completion) each month over the project's duration. The Contractor is responsible for all costs incurred in replacing lost or damaged traffic control devices and traffic control warning signs.

Basis of Payment:

Traffic Control shall be made at the lump sum price bid and shall be considered full compensation for this work item.

Bid Item 430.01002 –Landscape Restoration:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the restoration of existing landscape and irrigation related to the relocation or replacement of water meter boxes, concrete replacement, work related to the installation or relocation of street lights including underground electric conduit, pull boxes, and any related fence work as specified on the project plan documents. All landscape restoration work shall be in accordance with MAG Standard Specification Sections 430 and 440.

Method of Measurement:

Measurement will be based on completed restoration work as a percent complete related to the water meter box work, concrete replacement work, street light, pull box, and underground electric work and fence related work items. Completed landscape restoration work shall be field verified by the City Engineering Inspector.

Basis of Payment:

Payment shall be made at the lump sum price bid and shall be considered full compensation for this work item.

Bid Item 460.02000 – Remove Thermoplastic Stripe:

Bid Item 460.02110 – Remove Thermoplastic Arrow (Left & Right Turn):

Striping in conflict with new striping shall be obliterated in accordance with Avondale guidelines and the plans. Prior to removal contact the City for inspection. This item shall also include re-striping of existing pavement markings which are not in conflict with the new markings and thus remain in place but which may have been faded or worn out during the construction work. The type and extent of such striping shall be field determined by the Engineer or his representative. Such striping shall not be measured as a separate pay item and shall be

considered as incidental to this item.

Method of Measurement:

Remove Thermoplastic Stripe shall be measured and paid as **LINEAR FOOT** four-inch equivalent.

Remove Thermoplastic Arrow (Left & Right Turn) shall be measured as **EACH** removal.

Basis of Payment:

Payment for Remove Thermoplastic Stripe and Remove Thermoplastic Arrow (Left & Right Turn) shall be full compensation for the work, complete, including furnishing all labor and equipment required and restoring the pavement surface to a condition acceptable to the City of Avondale.

Bid Item 461.01511 – Left Turn Arrow Symbol; Preformed:

This item consists of providing all materials, equipment, and labor for the preparation and application of all permanent traffic paint and preformed pavement markings on new and/or existing pavement surfaces. Application of traffic paint and preformed pavement markings shall conform to the project plan documents, replace previous or restore existing pavement markings or as otherwise directed by the City Engineer or authorized representative. Application of traffic paint and preformed pavement markings shall be in accordance with the City of Avondale General Signing and Striping Notes, Part 1000 of the City of Avondale Supplement to the MAG Specifications and Details, and Section 461 of the latest MCDOT Supplement to the MAG Specifications and Details. Longitudinal lane striping, stop bars, cross-walks, and other lane delineation markings shall be paint. Arrow symbols and other various legends shall be preformed tape, Type I, in accordance with Arizona Department Of Transportation (ADOT) Standard Specifications For Road And Bridge Construction, Section 705; “Preformed Plastic Pavement Markings”.

The Contractor shall be required to survey and layout all the pavement markings including lane striping start/stops, spacing, symbol/legend locations, cross-walks and stop bars per the project plan documents or as otherwise directed. All temporary markings, layout markings and any associated temporary signage shall be provided by the Contractor at no additional cost to the City. After layout, the Contractor shall request a City field inspection to verify and approve the pavement markings layout. The City requires a minimum of two (2) Avondale business days (Monday - Thursday; daytime only) to schedule striping field inspections. Upon approval, the Contractor shall precede with application of the permanent traffic paint pavement markings. For asphalt pavement overlays and other asphalt pavement surface treatments on existing streets, the Contractor shall be responsible for measuring, documenting, setting off-set references and/or whatever necessary to re-establish location and alignment of any existing striping and pavement markings.

Traffic control set-up and maintenance shall be the responsibility of the Contractor. Unless otherwise directed, streets with new pavement or new pavement re-surface treatments shall not be open for public traffic use until all permanent pavement marking is complete, or until temporary striping and/or temporary traffic control (barricades) have been provided in accordance with an approved plan.

Method of Measurement:

Left Turn Arrow Symbol; Preformed shall be measured in accordance with the MCDOT MAG Supplement Spec Section 461.4 with lane striping by the **LINEAR FOOT** and symbols and legends by **EACH** unit applied.

Basis of Payment:

Left Turn Arrow Symbol; Preformed shall be made per the unit price(s) bid in accordance with the MCDOT MAG Supplement Specification Section 461.5 and shall be considered full compensation for this work item.

Bid Items 462.01100 – 100 mm (4”) Thermoplastic Traffic Stripe:

These Bid Items consist of furnishing all materials, equipment, and labor for the application of temporary paint and permanent thermoplastic striping, on new and/or existing pavement surfaces, and to replace or restore previous road striping or as otherwise directed by the City. All pavement marking installations shall conform to the Contract Documents, including the City of Avondale General Signing and Striping Notes, the latest ADOT Signing and Marking Details as applicable, Part 1000 of the MAG Supplemental Specifications, the MCDOT Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, these Technical Specifications, and as shown on the Project Plans.

The Contractor shall be required to survey, layout and provide temporary marking and provide any associated temporary signage at no additional cost to the City. After layout, the contractor shall request City field inspection to verify and approve the layouts. The City requires two (2) Avondale business days (M-Th; daytime only) to schedule striping field inspections. Upon approval, the Contractor shall install temporary paint based striping. After a 30 day period, the Contractor shall return and install permanent thermoplastic striping. The Contractor shall proceed to complete installation if the permanent thermoplastic line striping only after the City has approved the layout. For asphalt pavement overlays and other asphalt pavement surface treatments on existing streets, the Contractor shall be responsible for measuring, documenting, setting off-set references and/or whatever necessary to re-establish location and alignment of any existing striping and pavement markings. The Contractor shall replace any striping that has been obliterated or removed during construction. Traffic control set-up and maintenance shall be the responsibility of the contractor. Streets with new pavement or new pavement surface treatments shall not be open for public use until all permanent lane striping is complete, or until temporary striping and/or temporary traffic control (barricades) have been provided in accordance with an approved plan.

Method of Measurement:

100 mm (4”) Thermoplastic Traffic Stripe shall be measured per **LINEAR FOOT** and will be completed in accordance with the Arizona Department of Transportation Standard Specifications Section 708. Costs for striping lay-out, any additional surface prep including cleaning/sweeping as necessary and removal of raised pavement markers, if required, shall be included in the unit bid price for this item. If required, any striping obliteration shall be paid for under Bid Item.

Basis of Payment:

100 mm (4”) Thermoplastic Traffic Stripe, measured as described above, will be paid for at the unit bid price which shall be full compensation for the work, complete, including furnishing all labor and equipment required to a condition acceptable to the City of Avondale.

Bid Item 465.01002 – Flat Sheet Aluminum Sign Panel, High Intensity Sheeting:

Signing installation shall conform to applicable City of Avondale and MCDOT Signing standards, the Project plans, and these Technical Specifications.

Method of Measurement:

Flat Sheet Aluminum Sign Panel, High Intensity Sheeting shall be measured per **SQUARE FOOT**.

Basis of Payment:

Flat Sheet Aluminum Sign Panel, High Intensity Sheeting, measured as described above, will be paid for at the unit bid price which shall be full compensation for the work, complete, including furnishing all labor and equipment required to a condition acceptable to the City of Avondale.. There shall be no direct measurement or payment for the flags or flashers on the TRAFFIC CONTROL CHANGE signs.

Bid Item 464.02000, and 464.01001– Perforated Sign Post and Perforated Sign Posted Foundation, MCDOT Det. 2058: Signing installation shall conform to the City of Avondale General Signal and Striping Notes, ADOT Signing and Marking Details, the plans, and these special provisions. All materials for signing shall be in accordance with Section XI of the City of Avondale Supplement to MAG Uniform Standard Specifications and Details for Public Works Construction.

Method of Measurement:

Perforated Sign Post shall be measured per linear foot, complete in place provided and constructed per MCDOT Detail 2058 signing details.

Perforated Sign Posted Foundation, MCDOT Det. 2058 shall be measured per **EACH** foundation complete in place, constructed per the MCDOT Detail 2058 signing detail.

Basis of Payment:

Payment of these items described above shall be measured paid for the work complete in place as described above.

Bid Items 471.61280, 471.61285, 471.61380, and 471.61482, – Sch.80 PVC Electrical Conduit, (2”, 2.5”, 3”, 2-4”) w/ # 8 Bond Copper Wire & Nylon rope:

Conduit shall be measured per linear foot of trenching or bore, not actual conduit pipe length. Conduit crossing the roadway shall be installed by directional boring, unless otherwise specified on the plans. All directional boring shall be measured as bored footage with two conduit runs, but not the total length of individual runs added together. All conduits shall be schedule 80 PVC. All new conduit runs shall have a #8 bond wire and pull rope. The wire, rope, materials, tools, labor and equipment associated with this item shall be considered incidental to the unit cost for providing and installing conduit. Trenching, back filling, replacing pavement, curb and gutter, sidewalk etc and any additional traffic control including steel plates are considered incidental to this item and not paid separately. All transverse trenches and trenches through the intersection shall be backfilled with one (1) sack CLSM per MAG specifications section 728 and pavement replacement shall be type B with the “T” top in accordance with MAG standard detail 200. Pavement replacement for all longitudinal trenches outside the intersection shall be type A with the “T” top in accordance with MAG standard detail 200. (Refer to MAG standard specifications, section 336). Directional boring of conduit should only be conducted under all existing roadways and driveways. All directional drilling shall comply with MAG Specification 608. The Contractor shall pot hole conduit runs at locations where potential conflicts exist. The cost with this item shall be incidental to the work and shall not have a separate pay item. Hand digging is considered a form of potholing and is included in the cost associated with this item. Furnish and install conduit, except when otherwise indicated in these Technical

Specifications or on the Project Plans.

Basis of Payment:

Payment of this item described above shall be measured per linear foot and paid for the work complete in place as described above.

Bid Item 472.61100, 472.61350, and 472.61450 - Pole Foundations (Type A, Q or R): Bid Item 472.62005 & 472.63005 – Service Pedestal Foundation and Control Cabinet Foundation: The work under this item shall consist of furnishing all labor, equipment and materials required to construct the traffic signal pole foundations as called for in the Project Plans, including foundations for traffic signals, cabinet and electrical service pedestal for the traffic signals and intersection lighting system. Type A pole foundation shall be constructed in accordance with ADOT Standard Drawing T.S. 4-1. The Type Q and Type R foundations shall be constructed in accordance with COA Standard Detail No. A1074 and/or Section 472 of the MCDOT Supplement to MAG Specifications, except when otherwise indicated in these Technical Specifications or the Project Plans. The Contractor is responsible for furnishing all anchor bolts and rebar as shown in applicable standard details. All foundation reinforcement cages shall be furnished and installed by the Contractor. No separate measurement or payment will be made for additional materials or hardware required to complete this work, the cost considered included in the contract price.

Method of Measurement:

Pole and cabinet foundations shall be measured as a unit for **EACH** foundation furnished and installed.

Basis of Payment:

The accepted quantity of pole and cabinet foundations, as measured above, will be paid for at the contract unit price for each type of foundation designated in the bid schedule, complete in place.

Bid Items 472.62120 – Electrical Service Pedestal/UPS Combination Cabinet: The work under this item shall consist of furnishing and installing electrical service pedestal/UPS combination cabinet conforming to the MCDOT Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, Section 475, MCDOT Standard Detail 4731-1 and 4731-2, as specified on the plans. The location shall be as shown on the plans. Exact location and orientation of the cabinet shall be field verified and approved by the City of Avondale (Bennie Robinson, 623-333-4231) and coordinated with SRP.

Method of Measurement:

Electrical service pedestal/UPS combination cabinet shall be measured per **EACH** cabinet furnished and installed, which includes transporting and installing cabinet, UPS unit, batteries, breakers, etc. in accordance with these Technical Specifications, and as shown on the Project plans.

Basis of Payment:

The accepted quantity of electrical service pedestal/UPS combination cabinets, as measured above, will be paid for at the contract unit price for each cabinet designated in the bid schedule, complete in place.

Bid Item 474.60100–Signal Pole, Type A: The work under this item shall consist of furnishing all labor, equipment and materials required to install traffic signal poles, connecting bolts, and equipment, as called

for in the plans. Signal Pole, Type A, shall be in accordance with ADOT Standard Drawing T.S. 4-1.

Method of Measurement:

Signal Pole, Type A, equipment and installation shall be measured per each. No separate measurement or payment will be made for additional materials or hardware required to complete this work, the cost considered included in the contract price.

Basis of Payment:

Payment for Signal Pole, Type A, will be made at the contract unit price per each pole provided and installed, and such payment shall be compensation in full for the item complete in place.

Bid Item 474.61570 - Type Q Traffic Signal Pole w/ 35' Mast Arm & 15' Luminaire Mast Arm, and Bid Item 474.61770 - Type R Traffic Signal Pole w/ 55' Mast Arm and 15' luminaire Mast Arm: The work under this item shall consist of all labor, equipment, and materials necessary to install traffic signal poles, mast arms, connecting bolts, and equipment, as called for in the plans, and shall conform to the City of Avondale Standard Details A1000 series. The signal poles and mast arms shall be furnished by the City for contractor transport to the Project site and installation. The signal poles and mast arms will be stored by the City at the Avondale Municipal Operations Service Center, located at 399 E. Lower Buckeye Road, Avondale, AZ 85323. The contractor shall coordinate signal pole and mast arm pick-up with Bennie Robinson.

Type Q and Type R Traffic Signal Poles shall have a special 30" tall hand hole with 22 thermoplastic power blocks.

Method of Measurement:

Traffic signal poles with mast arms, shall be measured as a complete unit of work for **EACH** pole and mast arm assembly installed.

Basis of Payment:

The accepted quantities of traffic signal poles with mast arms, measured as provided above, will be paid at the contract unit price designated in the bid schedule, for all work complete in place.

Bid Item 474.63005 – Pedestrian Pushbutton & Signs:

The work under this item shall consist of all labor, equipment, and materials to furnish and install pedestrian push buttons and associated pedestrian button signs conforming to the MCDOT Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, Section 473, shall be furnished by the City of Avondale for Contractor transport to the Project site and installation. Pedestrian push buttons shall be mounted on the poles in a manner accessible by ADA requirements and applicable MCDOT standards.

Method of Measurement:

Pedestrian Pushbutton & Signs shall be measured per **EACH**, which includes materials and installation of the buttons, frameworks and pedestrian button signs in accordance with these Technical Specifications, and as shown on the Project plans.

Basis of Payment:

Payment for Pedestrian Pushbutton & Signs will be paid for at the contract unit price each for the

completed work in-place.

Bid Item 475.62010 Traffic Signal Controller Unit:

The work under this item shall consist of all labor, equipment, and materials necessary to furnish and install an Econolite Cobalt RM Controller with a No Touch screen in the existing traffic signal cabinet located at the Avondale Boulevard/Coldwater Springs Boulevard intersection. The existing traffic signal cabinet is a model 332 type cabinet. The controller unit shall include all components and accessories necessary for a full NEMA 8-phase operation in accordance with City of Avondale standards. The existing controller unit shall be removed and salvaged to the City of Avondale. The removal of the old controller and installation of the new controller shall be coordinated with Bennie Robinson, City of Avondale Traffic Operations Supervisor (623-333-4231). The contractor shall notify Bennie Robinson a minimum of seventy-two hours prior to the date the scheduled change-out of the controller.

Method of Measurement:

Traffic Signal Controller Unit will be measured as a unit for **EACH** controller furnished and installed.

Basis of Payment:

The accepted quantities of Traffic Signal Control Unit, measured as provided above, will be paid at the contract unit price which will be full compensation for a complete and operational controller unit.

Bid Item 475.62050 – Traffic Signal Control Cabinet Assembly (Type 332 with Cobalt Controller):

The work under this item shall consist of all labor, equipment, and materials necessary to furnish and install an Econolite Safetran Model 332 Traffic Controller Cabinet Assembly with an Econolite Cobalt RM Controller with a No Touch screen. The assembly shall include all components and accessories necessary for a full NEMA 8-phase operation in accordance with City of Avondale standards. The prewired cabinet and all components shall be delivered to the City of Avondale for initial set-up, inspection, and testing. Once testing and inspection is complete, the contractor shall pick-up the cabinet for installation in the field. The field installation shall be verified by Bennie Robinson, City of Avondale Traffic Operations Supervisor. The contractor shall notify Bennie Robinson a minimum of seventy-two hours prior to the date the controller unit and other accessories are to be installed in the cabinet for final turn-on of the traffic signal.

Method of Measurement:

Traffic Signal Control Cabinet Assembly will be measured as a unit for **EACH** control cabinet assembly furnished and installed.

Basis of Payment:

The accepted quantities of Traffic Signal Control Cabinet Assembly, measured as provided above, will be paid at the contract unit price which will be full compensation for a complete and operational control cabinet assembly.

Bid Item 475.62085 – Traffic Signal Control Cabinet Power Supply:

The work under this item shall consist of all labor, equipment, and materials necessary to furnish and install a new traffic signal control cabinet power supply for the existing traffic signal cabinet located at the Avondale Boulevard/Coldwater Springs Boulevard intersection. The existing traffic signal cabinet is a model 332 type cabinet.

Materials:

The power supply shall be an EDI Model 206L, or approved equal. The power supply shall be plug-in compatible with the existing traffic signal cabinet. The power supply shall provide full output regulation across changes in AC line voltage and output load over the full operating temperature range of -34C to +74C and operate in input voltage of 80 VAC to 270 VAC at 60 or 50 Hz. The power supply shall have separate green LED indicators to display AC input status, 24VDC output status, and associated fuse integrity. The output shall be fused for over-current protection and also protected against voltage transients by a 1500 Watt suppressor. The power supply shall have a Power Factor Correction circuit to ensure a full load power factor of 0.98 or better. The overall dimension of the power supply shall be 6 inches high by 5.5 inches wide by 7.5 inches deep, excluding the handle.

Construction Requirements:

The existing power supply shall be removed and salvaged to the City of Avondale. The removal of the old power supply and installation of the new power supply shall be coordinated with Bennie Robinson, City of Avondale Traffic Operations Supervisor (623-333-4231). The contractor shall notify Bennie Robinson a minimum of seventy-two hours prior to the date the scheduled change-out of the power supply.

Method of Measurement:

Traffic Signal Control Cabinet Power Supply will be measured as a unit for **EACH** power supply furnished and installed.

Basis of Payment:

The accepted quantities of Traffic Signal Control Cabinet Power Supply, measured as provided above, will be paid at the contract unit price which will be full compensation for a complete and operational power supply.

Bid Items 475.83010 – Emergency Vehicle Preemption System with Confirmation Light:

The work under this item shall consist of all labor, equipment, and materials necessary to furnish and install a Tomar Opticom II emergency vehicle preemption system, as shown on the Project plans. The system shall have the model 4140 Optical Signal Processor (OSP) and be compatible with the Type 332 traffic signal control cabinet assembly specified under item 475.62050. The system shall include four 4090-1-ST optical preemption detectors with confirmation lights as well as the necessary M913 detector cable and M3880 confirmation light cable. The cable shall be installed such that each cable runs un-spliced from the traffic signal mast arm mounted detector to the traffic signal controller cabinet.

The Contractor is responsible for all aiming and adjustment of the detectors until the system is aimed and adjusted properly, as verified by the traffic signal technician setting up the emergency vehicle preemption system in the controller cabinet. The contractor shall maintain appropriate work zone traffic control while aiming and adjusting the detectors.

Method of Measurement:

Emergency Vehicle Preemption Systems shall be measured as a complete unit for **EACH** system furnished and installed.

Basis of Payment:

The accepted quantities of Emergency Preemption Systems, measured as provided above, will be paid at the contract unit price which will be full compensation for a complete and operational system.

Bid Items 476.61100, 476.01300, and 476.01350 – Traffic Signal Face (Type F, Type Q, and Type Q-2), and Bid Item 476.62020 Countdown Style Pedestrian Head:

Signal indications and associated mountings, backplates and visors conforming to the MCDOT Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, Section 476, shall be furnished and installed by the Contractor as shown on the Project plans.

Method of Measurement:

Signal indications which have two heads on a single mounting assembly shall be counted as one pay unit. All other signal indications shall be measured per **EACH**, by type of assembly, which includes transporting and installing signal head(s), mountings, visors and backplates, complete in place, and in accordance with these Technical Specifications, and as shown on the Project plans.

Basis of Payment:

Payment will be paid for at the contract unit price each for the completed work in-place.

Bid Items 476.93040 and 476.93050 – Traffic Signal Mounting Assembly (Type IV and Type V):

Traffic Signal Mounting Assemblies conforming to the ADOT Standard Drawings, shall be furnished and installed by the Contractor as shown on the Project plans.

Method of Measurement:

Traffic Signal Mounting Assembly shall be measured per **EACH**, by type of assembly, which includes transporting and installing mounting assemblies complete in place, and in accordance with these Technical Specifications, and as shown on the Project plans.

Basis of Payment:

Payment will be paid for at the contract unit price each for the completed work in-place.

Bid Item 477.70060 – LED Luminaire Major Roadway, Horizontal Mount:

LED Luminaire Minor Roadway, Horizontal Mount and LED Luminaire Major Roadway, Horizontal Mount shall be furnished and installed by the Contractor as specified on the plans. The luminaires shall be the American Electric Lighting Autobahn series ATBM F MVOLT R3, 4000K CCT, MOV pack surge protection, NEMA label indicating wattage, and P7 control option.

Luminaire wiring shall run directly from main pull box to service pedestal. Coordinate with Bennie Robinson, City of Avondale Traffic Operations Supervisor at (623) 333-4231 for control with a photoelectric cell mounted in the service pedestal.

Method of Measurement:

The work under this item shall consist of furnishing all labor, equipment and materials required to install LED Luminaire Major Roadway, Horizontal Mount shall be measured per **EACH**.

Basis of Payment:

LED Luminaire Major Roadway, Horizontal Mount, as measured above, will be paid for at the Contract unit

price each for the completed work in-place.

Bid Item 477.90060 – Internally Illuminated Street Name Sign (City of Avondale Detail A1077):

Internally illuminated street name signs shall be furnished and installed by the Contractor as specified on the plans, and conform to the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, Section 901.4. The Contractor is responsible for providing and installing double-face internally illuminated street name signs as specified in the plans and in accordance with these Technical Specifications. The signs shall be manufactured by Fluoresco Lighting-Sign Maintenance Corporation, Phoenix, Arizona (or approved equal) and shall be designed per City of Avondale Standard Detail A1077. The contact person at Fluoresco Corporation is Gary Gryder (602) 276-0600. Internally illuminated street name signs shall be LED.

Sign panel background shall be typical street name sign green with white legend and the signal panel frame shall be painted brown to match the traffic signal poles and mast arms. Prior to painting, the Contractor shall contact the City's Traffic Engineering Department at 623-333-4231 to obtain exact color.

Coordinate with Bennie Robinson, City of Avondale Traffic Operations Supervisor at (623) 333-4231 for how the signs will be controlled with a photoelectric cell mounted in the service pedestal.

All conductors providing power to sign shall be THN or XHHW type wire. In-line fuses for the conductor cable shall be provided in pull boxes.

Method of Measurement:

The work under this item shall consist of furnishing all labor, equipment and materials required to install internally illuminated street name signs shall be measured per **EACH**.

Basis of Payment:

Install internally illuminated street name signs, as measured above, will be paid for at the Contract unit price each for the completed work in-place.

Bid Item 478.01000 – Electrical Conductors:

All conductors not specified as furnished by others elsewhere in the Technical Specifications (video detection and emergency vehicle preemption system cables) or Project plans shall be furnished and installed by the Contractor as specified on the plans, and conform to the MCDOT Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, 2008, Section 478.

Conductors furnished by others, but installed by the Contractor, are not a part of this item, those installations considered to be a component of the cost of the associated item or system for which the conductors were furnished.

Method of Measurement:

Conductors shall be measured as a **LUMP SUM** for all conductors not otherwise accounted for in other specific bid items, in accordance with MCDOT Supplement Section 478, these Technical Specifications, and as shown on the Project plans.

Basis of Payment:

Electrical Conductors, as measured above, will be paid for at the Contract lump sum price for the completed work in-place.

Bid Item 480.01112 – Single Mode Fiber Optic Cable (12 Fibers): The work under this item consists of furnishing all labor, equipment, and materials for the installation of single mode fiber optic (SMFO) communication cables in conduit according to these Technical Specifications and the Project Plans.

The SMFO communication subsystem shall be completed using 12-fiber branch cable for connecting the existing main trunkline to the field devices at the intersections of Avondale Boulevard/Coldwater Springs Boulevard and Avondale Boulevard/Maricopa Road, as shown on the plans. The branch cables shall be terminated using Poli-MOD patch and splice modules with twelve (12) ultra-polished LC type connectors and required jumper cables as shown in the plans.

The contractor shall provide certification that the cables furnished and installed are in conformance with the appropriate specifications. This certification shall be in two parts:

The contractor shall secure a certification from the cable manufacturer that the cable is in conformance with the Rural Electrification Administration (REA) Bulletin 1753F-601 (where applicable) and these Special Provisions.

The contractor shall certify that the installation of the communication cable subsystem is in accordance with the cable and splice manufacturer's recommendations and these Special Provisions.

Warranty:

Each item of the communication cable subsystem shall be warranted by the contractor against all defects in material and workmanship.

Technical Requirements:

The SMFO shall be a continuous cable of sufficient length to permit the associated runs shown on the plans to be made without full cable splices between specified splice vault and cabinet locations. Any proposed full cable splices shall be submitted to the Engineer for approval. The cable shall be wound on the reel in such a manner as to provide access to both ends of the cable to enable testing to be performed while the cable is on the reel. Where cable is pulled through an intermediate pull box, the contractor shall ensure that the cable is protected from sharp edges and excessive bends. The contractor shall not cause the cable to violate the minimum bending radius for which the cable was designed. If the contractor violates the bending radius, the entire length of cable shall be removed from the project and new cable shall be pulled at no additional cost to the project.

Cables shall be pulled in the conduit with a cable grip designed to provide a firm hold on the exterior covering of the cable. Split-mesh cable grip shall not be used to pull outside sheath of cable. The cable shall be pulled per manufacturer's recommendation. A pre-activity meeting shall be scheduled and held with the Engineer prior to pulling any fiber optic cable. The Engineer will review proposed methods and approve acceptable methods prior to use.

Cable shall not drag on the ground or pavement during installation. The contractor shall ensure that the tensile load on the cable does not exceed the allowed maximum by using a system that includes a means of alerting the installer when the pulling tension approaches the limit and displays the actual tension on the cable. The contractor may supplement this procedure with a breakaway tension limiter set below the recommended tensile limit of the cable being pulled.

During pulling, the cable shall be lubricated at each pull box or vault location. The contractor shall use a pre-lubrication and continuous lubrication method. The lubricant used shall be compatible with the cable jacket as

recommended by the cable manufacturer. Liquid detergent shall not be used. The contractor shall supply documentation identifying either the manufacturer recommendation or a published standard recommending the maximum pulling tension and speeds and these values shall not be exceeded. The contractor shall have this documentation on site during each pull. If the contractor fails to continuously lubricate the cable, the work shall be stopped until a meeting is held between the contractor and the Engineer to discuss compliance with this specification. No compensation for the work stoppage shall be given.

Cable shall not be installed in any conduit runs until the associated pull boxes are installed.

Technical Specifications:

The SMFO cable furnished and installed by the contractor shall be designed for underground, in-conduit, and building installation applications and shall meet the following requirements:

Fibers per cable:	12 for branch cables
Cladding diameter:	125.0 microns
Core diameter:	8.3 microns nominal
Core eccentricity:	< 1.0 micron (0.3 typical)
Temperature range:	-34°C to +74°C.
Coating diameter:	50 ±15 microns
Cable construction:	Loose tube
Outer jacket:	Polyethylene
Bending radius:	20 x Dia. minimum
Tensile strength:	600 pounds
Strength member:	Dielectric
Mode field diameter:	9.3 ±0.5 microns
Zero dispersion wavelength:	1300 to 1320 nm
Zero dispersion slope:	< 0.092 picosec/nm ² -km
Cutoff wavelength:	1260 nm
Point discontinuities at 1310 nm:	< 0.1 dB

The 12-fiber cable shall be fusion spliced to the trunkline in a new splice enclosure and connectorized with female LC connectors in a preterminated patch panel in conjunction with a drop cable serving as the attachment point from the controller cabinet to the trunkline cable. The new splice enclosure and fusion splicing will be paid for under item 482.00096.

The preterminated patch panel shall be comprised of a factory terminated drop cable integrated into a protective housing and a custom length of drop cable. The patch panel shall be an ABS Plastic housing with nominal dimensions of 10.4" long, 1.5" wide and overall depth of 1.4" from coupler tip to the base of the unit. The Patch Panel shall have twelve female CL couplers with ceramic inserts arrayed at a 45 degree angle along the length of the housing. The couplers shall be configured in a stair-stepped arrangement to facilitate easy access to each coupler pair. Each coupler port shall have a label affixed to designate the port number. The fiber optic connectors on the inside of the housing shall be factory terminated to a PC finish (< -40dB) with a maximum insertion loss of 0.40 dB. The inside of the housing shall be filled with an environmentally and temperature stable epoxy to permanently secure the connectors and the cable on the inside of the housing and to protect the fiber optic components from vibration and shock. The housing shall incorporate a 2.5-inch strain relief boot around the exiting drop cable to provide bend radius protection and short term cable retention of at least 200 lbf. The housing shall have integrated mounting notches for field mounting.

Each patch and splice module shall be provided with factory test results for back reflection and insertion loss. This test report shall reference the serial number of the module. The test report shall be provided to the

Engineer after installation.

Attenuation shall be less than 0.35 dB per km at 1310 nm. The contractor shall not exceed the fiber optic cable manufacturer's guidelines for receiving signal input level. The contractor shall be responsible for all damages caused by an excessive input signal level. A violation of the power limit may damage equipment.

Installation Procedure:

Each fiber splice vault shall have a minimum of 100 feet of slack cable, and 30 feet of slack cable in a No. 7 pull box, or cabinet, loosely looped. The slack shall be from each cable entering the pull box or vault.

All fiber optic cable shall be pulled in conduit except as specified on the plans. Care shall be exercised during cable pulls through conduit bends, poles and cabinets, and looping in junction boxes. In the event the minimum fiber optic radius cannot be maintained during the installation, the contractor shall submit alternative resolutions to the Engineer for review.

To reduce the possibility of damage to the outer jacket of the fiber optic cable, protective measures shall be used when the cable is installed. The requirements, herein, shall be followed but do not limit the installation to only those identified. The purpose of the installation specifications is to ensure protection of the fiber optic cable when it is installed. Other protective measures, not specified herein, may be taken during installation if it will ensure protection of the cable.

Repair of cable jacket will not be permitted. Jacket damage will require a new cable run.

A cable feeder guide shall be used between the cable reel and the face of the duct and conduit to protect the cable and guide it off the reel and into the duct. The cable shall be carefully inspected for jacket defects as it is removed from the reel. If defects are noticed, the pulling operation shall be stopped immediately and the Engineer notified.

Precautions shall be taken during installation to prevent the cable from being kinked or crushed.

A pulling eye shall be attached to the cable end and shall be used to pull the cable through the duct and conduit system.

As the cable is pulled off the reel and into the cable feeder guide, it shall be sufficiently lubricated with a lubricant that shall be of the water-based type and approved by the cable manufacturer.

Dynamometers or break-away pulling swivels shall be used to ensure the pulling-line tension does not exceed the installation tension values specified by the cable manufacturer. The mechanical stress placed upon the cable during installation shall not be such that the cable is twisted or stretched.

The pulling of the cable shall be hand-assisted and monitored at each pull box or vault. Failure to comply with this requirement shall result in an immediate stop of work and immediate need for a meeting with the Engineer to resolve methodology requirements. No compensation will be given for stoppage time. The cable shall not be crushed, kinked or forced around sharp corners.

At each pull box and at each cabinet the cable shall be visibly marked - "CAUTION - FIBER OPTIC CABLE"

The markings shall be affixed with nylon ties and shall be a warning label that will never fade or rub off.

The length of cable being pulled shall not exceed the maximum cable tension as specified by the cable manufacturer.

The supplier of the fiber optic cable shall provide assistance and/or supervision in the installation process unless the installing company meets the requirements of the supplier.

Where applicable each cable shall be labeled and attached to the cable racks with Ty-Raps immediately upon entering the box. Cables should be looped independently of one another. Ty-Raps shall contain the cable loops of one cable. Ty-Raps should be tightened so that they prevent cable slippage but do not deform or damage the cable sheath. Ty-Raps shall be used as necessary to neatly and independently rack the cables.

Splicing of the SMFO cable shall be done only at pull boxes as shown on the project plans, by fusion splicing. All splices and connectors shall be prepared in accordance with the cable manufacturers, splice manufacturers, or connector manufacturer's recommendations. Splices shall introduce less than 0.2 dB attenuation and

connectors shall introduce less than 0.5 dB attenuation.

Cable Marking:

The completed (trunk or branch) cables shall have sequential length markers in a contrasting color to the cable jacket, at regular intervals of three (3') feet along the outside of the jacket. Printed on the jacket shall be the cable code to identify the number and type of fibers, the manufacturer's name, manufacture's part number, the year of manufacture and the sequential length markings. The marking shall be readable and proportionate in height to the cable and must be permanent and weatherproof.

Colors:

The color of the outer jacket shall be black, and the cable must be outdoor rated. The single mode trunk cable "buffer tube" outer jackets and fiber jackets shall be colored in accordance with EIA-598.

Each fiber optic cable shall be coiled at a minimum radius of 20 times the outer diameter of the fiber cable in pull boxes. For example, if the cable has a diameter of .5 inches, the minimum radius shall be no less than 10 inches. At no time will any fiber optic cable be direct buried.

Fiber Optic Jumper Cable:

Fiber optic jumper cables shall conform the subsection 482.2.1 (E) of the 2018 Maricopa County Department of Transportation Supplemental to the MAG Specifications & Details.

Construction Requirements:

General Requirements:

Installation and testing of all equipment shall be accomplished by the contractor in conformance with these Special Provisions.

Test Requirements for Fiber Optic Cable:

The SMFO cable shall be tested after installation to verify the integrity of the fiber optic cable plant and its performance. The contractor shall test all terminated fibers of each SMFO cable using an Optical Time Domain Reflectometer (OTDR) in accordance with EIA/TIA-455. Splices testing -0.1 dB or greater or connectors testing -0.5dB or greater shall be remade. If any fibers are out of specification, the entire SMFO cable run shall be replaced at no additional cost. Records of all fiber installation attenuation measurements shall be logged and supplied to the City prior to final acceptance. These records will be used as a future reference.

Method of Measurement:

Fiber optic cables will be measured by the linear foot (LF) for each size cable furnished and installed, measured horizontally along the route between center of pull box to center of pull box, center of pull box to center of cabinet, and center of pull box to the termination point in the building. No measurement will be made for cable that is below ground in vertical conduit stub-ups or for slack cable in pull boxes, fiber splice vaults and field equipment cabinets. No separate measurement or payment will be made for patch and splice modules and jumper cables. The contractor shall account for cable slack, patch and splice modules, and jumper cables in the bid unit price and in the quantity of cable ordered.

Basis of Payment:

Fiber optic cables, measured as described above, will be paid at the contract unit price for fiber optic cable furnished and installed. Payment shall be full compensation for the cable described and specified herein, complete in place, including splices, terminations, testing, pull wire, and lubricant. Use of equipment required to install cable, including equipment to limit pull-tension and speed will be incidental to the cable item and will

not be measured or paid. The installation equipment will remain the property of the contractor. No separate measurement or payment will be made for additional materials or hardware required to complete this work.

Bid Item 482.00096 – Fiber Optic Splice Closure and Fusion Splices: The work in this item includes all labor, equipment, and materials needed to furnish and install fiber optic splice closures at locations shown in the Project Plans. These splice closures will be used to house and protect the splices for branch and trunk cable fibers to the ITS devices and/or cabinets, and provide for future splicing to the City of Avondale traffic signal system and ITS communications system.

Materials:

Underground splice closures shall be either shell design or cylindrical, butt-end style, corrosion resistant, watertight, and meet the requirements of GR-771-CORE. Underground splice closures shall seal, bond, anchor, and provide efficient routing, storage, organization, and protection for fiber optic cable and splices. The splice closure shall provide an internal configuration and end cap with a minimum of two express ports for entry and exit of backbone cable and a minimum of three additional ports for distribution and branch cables.

Splice closures shall be furnished with heat-shrink fusion splice trays in sufficient quantities to perform the required number of splices. At a minimum, the splice closure shall accommodate 144 splices.

Splice closures shall have a reliable dual seal design with both the cable jackets and core tubes sealed, without the use of water-blocking material. The splice closures shall be capable of being opened and completely resealed without loss of performance.

The splice closure maximum dimensions shall not exceed 32" L x 10" W.

Spare Parts:

The splice closures shall be supplied with at least one spare heat shrink fusion splice tray and the hardware to terminate at least one additional branch cable.

Construction Requirements:

At the locations shown in the Project Plans, the contractor shall perform the required fusion splicing, as an item covered under the splice closure bid item, regardless of number of fusion splices, and not measured or paid as separate items.

The contractor shall install the splice closure such that the two trunk cable entries are on the same side of the end cap so if additional cables are installed at a later date, the two existing seals remain undisturbed.

Method of Measurement:

Splice closures will be measured as a unit for each (EA) splice closure furnished, installed, secured to the hooks in the pull boxes, and tested during the SMFO installation tests.

Basis of Payment:

Splice Closures will be paid, as described above, for the contract unit price each (EA) shall be full compensation for the work described in these Special Provisions and as shown on the Plans, complete in place. No separate measurement or payment will be made for additional materials or hardware required to complete this work, the cost considered included in the contract price.

Bid Item 483.00040 – CCTV Camera Assembly, HD Digital:

The work under this item includes furnishing and installing a Closed Circuit Television (CCTV) Camera Assembly in accordance with these technical specifications. The CCTV Camera Assembly shall include camera, power supply, all mounting hardware, cabling, surge protector, and other components necessary to provide a

complete and operational video detection system. The CCTV camera assembly shall be the AXIS Q6054-E Mk III PTZ network camera with the AXIS T91L61 and T91A57 pole mounting accessories, or approved equal.

The camera casing shall be aluminum, with a polycarbonate clear dome and sunshield, and shall be IP66, NEMA 4X, and IK10 rated. The camera assembly shall operate on 100 – 240 VAC. Typical camera power consumption shall be 16 W and a maximum of 60 W. The camera shall operate in the temperature range of minus 50 degrees C to plus 50 degrees C with 60 W midspan and at a maximum intermittent temperature of 60 degrees C. The camera assembly shall have 512 MB RAM and 256 MB flash memory.

The camera pan/tilt/zoom (PTZ) shall be capable of 360 degree endless pan, 220 degree tilt, 30x optical zoom, and 12x digital zoom for a total 360x total zoom. The camera PTZ shall be capable of up to 256 preset positions, up to ten tour recordings of 16 minute duration each. The camera shall have on-screen directional indicators and adjustable zoom speed. The video resolution shall be HDTV 720p at a frame rate up to 50/60 frames per second.

The power supply and surge protector shall conform to the camera manufacturer's requirements.

The CCTV camera assembly shall be installed in accordance with the camera manufacturer's recommendations.

Method of Measurement:

The CCTV Camera Assembly, as described above, shall be measured as a unit for **EACH** system provided and installed.

Basis of Payment:

The CCTV Camera Assembly, as measured above, shall be paid for at the contract unit price for the completed system in place.

Bid Item 485.20000 - Video Detection System (4-Camera System):

This item includes providing a video detection system in accordance with these technical specifications. The video detection system shall include all cameras, mounting hardware, central control unit, cabling, and other components necessary to provide a complete and operational video detection system. One system will serve as an upgrade to the existing video detection system at the Avondale Boulevard/Coldwater Springs Boulevard intersection. The existing traffic signal cabinet at the Avondale Boulevard/Coldwater Springs Boulevard intersection is a City of Avondale type 332 traffic signal cabinet. The second system will be a complete and operational system for the new traffic signal at the Avondale Boulevard/Maricopa Road intersection. The video detection system shall be Iteris Vantage Next system, or approved equal.

The following specifications describe the minimum requirements for providing a complete Video Detection System that will be fully compatible and fully integrated with the City of Avondale's controller, both hardware and the intersection firmware. Initially, the system shall be capable of providing presence vehicle detection at signalized intersections in the project limits. The system shall also be capable of providing motor vehicle turning movement count data, bicycle count data, and pedestrian count data at some point in the future, as requested by the City of Avondale. The video system shall be expandable without removing or replacing existing units.

The purpose of the Video Unit is to detect the presence of vehicles over optical detection zones, which are placed on a standard video image (CCIR or EIA). Using standard image sensor optics and in the absence of occlusion, the system shall be able to detect vehicle presence with 98% accuracy under normal conditions (days and nights), and 96% accuracy under adverse conditions (fog, rain, snow).

The camera shall operate in the temperature range of -35 degrees F to +165 degrees F and a humidity range of 0% to 95%. The camera shall operate on 48VDC power. The camera imager shall have 768 x 494 effective pixels and automatic white balance. The camera shall be adjustable/auto focus capable. All camera connections shall be terminal block type connections. The camera dimensions shall be 16 inches long by 6.25 inches wide by 7 inches high, not including the mounting bracket. The weight of the camera assembly shall not exceed 4.8 pounds.

The video system platform shall be easy to install, configure and maintain, with CAT5 cable connections. The video processor shall have compressed video stream video output with status indicators for primary power, video input status, and detection outputs. Video output shall be MPEG-4 and H.264 with a fixed frame rate of 15 fps. The video processor shall be the 19 inch rack mount type, compatible with the City of Avondale type 332 traffic signal cabinet.

All items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. The detection algorithms shall have a proven record of field use prior to installation. Video cameras shall be available commercially, no sole source cameras will be allowed.

The video detection system shall be installed in accordance with the system manufacturer's recommendations.

Method of Measurement:

The video detection system, as described above, shall be measured as a unit for **EACH** system provided and installed.

Basis of Payment:

The video detection system, as measured above, shall be paid for at the contract unit price for the system, complete in place.

Bid Item 486.10050 – Field Hardened Ethernet Switch (Furnish and Install):

The work under this item consists of a labor, equipment, and materials necessary to furnish and install field hardened Ethernet switches in accordance with these technical specifications and as shown on the project plans. The field hardened Ethernet switch shall be a Siemens RUGGEDCOM RS900G rugged communications switch model HI-P-2LC25-C01 with a six foot RUGGEDCOM power cord, or approved equal. This item shall also include a power strip with a minimum of six outlets and a six foot cord.

The hardened Ethernet switch shall be a 10-port utility-grade, fully managed Ethernet switch with dual fiber optical Gigabit Ethernet ports and eight fast Ethernet copper ports. The switch shall be designed to operate reliably in harsh environments with a high level of immunity to electromagnetic interference and heavy electrical surges typical of environments found in traffic signal control cabinets. The switch shall be rated to operate in the temperatures ranging from -40 degrees C to +85 degrees C and shall meet or exceed standard

IEEE 1613 and NEMA TS-2. The switch shall have a fully integrated power supply with a universal high-voltage range of 88-300 VDC or 85-264 VAC and dual low-voltage inputs of 24 or 48 VDC. The power supply shall be CSA/UL 60950 safety approved to +85 degrees C.

Method of Measurement:

The field hardened Ethernet switch, as described above, shall be measured as a unit for **EACH** switch furnished and installed.

Basis of Payment:

The field hardened Ethernet switch, as measured above, shall be paid for at the contract unit price, for the switch, complete in place.

* * * *

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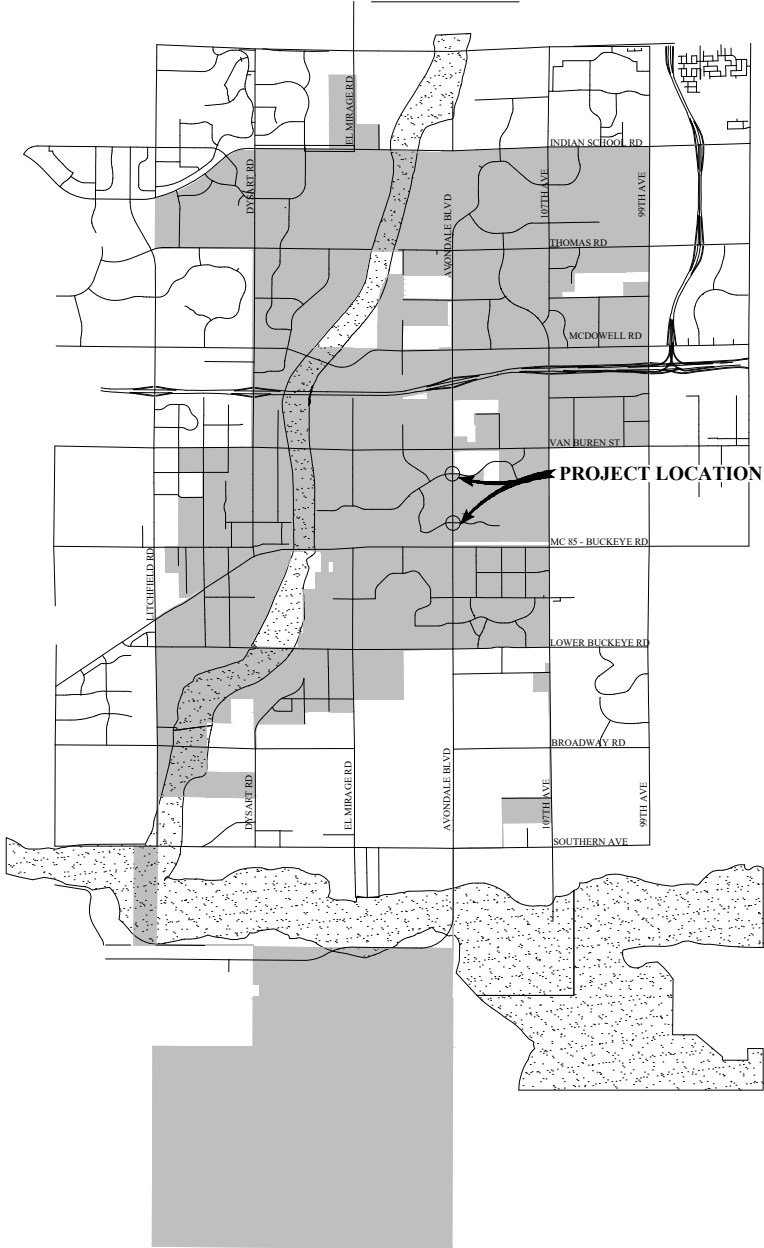


SHEET INDEX

1	COVER SHEET
2	GENERAL NOTES AND QUANTITIES SHEET
3	COORDINATE GEOMETRY AND GRADING PLAN
4	CIVIL PLAN
5	CIVIL DETAILS
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12	COLDWATER SPRINGS BOULEVARD FIBER OPTIC PLAN SHEET
13	FIBER OPTIC SPLICING DETAIL

AVONDALE BOULEVARD AND MARICOPA STREET TRAFFIC SIGNAL AVONDALE PROJECT NO. ST1381

AREA MAP



Utility Notification

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL NOTES AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

		CONTACTED	REPLIED
CTLQL - CENTURY LINK	BRETT BEATY	11/15/18	12/05/18
PHONE NUMBER:(480) 239-3257	COMPANY REPRESENTATIVE	DATE	DATE
COX COMMUNICATIONS	CORY DAY	11/15/18	12/21/18
PHONE NUMBER:(602) 769-3979	COMPANY REPRESENTATIVE	DATE	DATE
KINDER MORGAN	CORY TALMAGE-GRAY	11/15/18	01/08/19
PHONE NUMBER:(719) 520-4266	COMPANY REPRESENTATIVE	DATE	DATE
SALT RIVER PROJECT	SRP BLUE STAKE	11/15/18	02/04/19
PHONE NUMBER:(602) 236-0826	COMPANY REPRESENTATIVE	DATE	DATE
SOUTHWEST GAS	ADAM SHOCHAT	11/15/18	02/05/19
PHONE NUMBER:(623) 780-3350	COMPANY REPRESENTATIVE	DATE	DATE

CITY OF AVONDALE

MAYOR

KENNETH WEISE

VICE MAYOR

BRYAN KILGORE

COUNCIL MEMBERS

TINA CONDE
PAT DENNIS
VERONICA MALONE
MIKE PINEDA
LORENZO SIERRA

CITY MANGER

CHARLES A. MONTOYA

CITY CLERK

CARMEN MARTINEZ

ENGINEER

J2 ENGINEERING & ENVIRONMENTAL DESIGN
MARK POPPE, PE
4649 E COTTON GIN LOOP, SUITE B2
PHOENIX, ARIZONA 85040
PHONE: (602) 438-2221
FAX: (602) 438-2225

OWNER

CITY OF AVONDALE
DAVID A. JANOVER, PE, F.NSPE, CFM (CITY ENGINEER)
11465 W CIVIC CENTER DRIVE
AVONDALE, ARIZONA 85323
PHONE: (623) 333-4217
FAX: (623) 333-0420

SURVEYOR

CONSULTANT REGISTERED SURVEYING, INC.
CARL SITTERLEY
3370 N. HAYDEN, SUITE 123 PMB 567
SCOTTSDALE, AZ 85251
PHONE: (480) 620-1382

APPROVALS

CITY ENGINEERING DEPARTMENT _____ DATE _____

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY
AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS

"AS-BUILT CERTIFICATION"

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON
WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND
COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF

REGISTERED LAND SURVEYOR/ENGINEER _____

REGISTRATION NUMBER _____ DATE _____

COMPANY NAME:

ADDRESS:

PHONE NUMBER:

NOTE:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE MOST RECENT EDITION OF THE CITY OF
AVONDALE'S SUPPLEMENT TO
M.A.G. SPECIFICATIONS AND STANDARD DETAILS
CURRENTLY ON FILE AND AVAILABLE AT THE CITY
OF AVONDALE'S ENGINEERING DEPARTMENT OR
ONLINE AT THE CITY OF AVONDALE'S WEBSITE.



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DESIGNED BY:
CHECKED BY:
SHEET:
DRAWING SCALE:

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www.j2design.us

12

COVER SHEET
AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL
PROJECT NUMBER:

Professional Engineer
CERTIFICATE NO. 28175
MARK J. POPPE
Expires: 09/30/2021

03/04/2019
ORIGINAL PLAN DATE
LATEST REVISION DATE

SHEET NUMBER
1 OF 13
PROJECT NUMBER

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CITY OF AVONDALE GENERAL NOTES:

1. A GRADING PERMIT IS REQUIRED.
2. EXCAVATING CONTRACTOR MUST GIVE LOCATION WASTING EXCESS EXCAVATION AND LETTER FROM THE OWNER GIVING PERMISSION FOR DUMPING PRIOR TO STARTING ON-SITE CONSTRUCTION.
3. CITY OF AVONDALE ENGINEERING DIVISION SHALL BE NOTIFIED BEFORE ANY ON-SITE CONSTRUCTION BEGINS, TELEPHONE (623) 932-1909.
4. STAKING FOR PAD AND/OR FINISH FLOOR ELEVATIONS IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER. DEVELOPERS ENGINEER SHALL SUBMIT CERTIFICATION OF CONSTRUCTED BUILDING PAD ELEVATIONS PRIOR TO REQUEST FOR FINAL INSPECTION.
5. A SEPARATE PERMIT IS REQUIRED FOR ANY OFFSITE CONSTRUCTION.
6. AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
7. DRYWELLS MUST BE DRILLED A MINIMUM OF 5 (FIVE) FEET INTO PERMEABLE POROUS STRATA OR PERCOLATION TESTS WILL BE REQUIRED. INSPECTION IS REQUIRED FOR THE DRYWELLS BEFORE BACKFILL AND TO VERIFY INSTALLATION OF DRAIN PIPES AND APPURTENANCES BEFORE PLACEMENT OF ROCK.
8. GRADING AND DRAINAGE PLAN APPROVAL INCLUDES: THE CONSTRUCTION OF ALL SURFACE IMPROVEMENTS SHOWN ON THE APPROVED GRADING AND DRAINAGE PLAN, INCLUDING BUT NOT LIMITED TO RETENTION AREAS AND/OR OTHER DRAINAGE FACILITIES, DRAINAGE PATTERNS, RETAINING WALLS, WALLS REQUIRED DRAINAGE STRUCTURES, SUBGRADE FOR CURB & GUTTER, SUBGRADE FOR ASPHALT PAVEMENT, AND BUILDING FLOOR ELEVATION.
9. CONTRACTOR SHALL PROVIDE A LEVEL BOTTOM IN ALL RETENTION BASINS AT ELEVATIONS SHOWN ON PLANS. RETENTION BASINS SIDE SLOPES SHALL NOT EXCEED 4:1 ON PRIVATE PROPERTY UNLESS OTHERWISE NOTED ON PLANS.
10. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKE LOCATING AND CONFIRMING DEPTHS OF ALL EXISTING UTILITY LINES WITHIN PROPOSED BASIN AREAS. IF THE BASIN CANNOT BE CONSTRUCTED AS PER PLAN BECAUSE OF CONFLICT WITH UNDERGROUND UTILITIES, THE CONTRACTOR SHOULD REQUEST MODIFICATION OF BASIN CONFIGURATION BY PLAN REVISION.
11. ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, CONCRETE CHANNELS OR OTHER MEASURES DESIGNED TO PROTECT HOMES FROM STORM RUNOFF MUST BE COMPLETED PRIOR TO ANY STRUCTURE BEING BUILT.
12. SOILS COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE CITY OF AVONDALE ENGINEERING DIVISION FOR BUILDING PADS THAT HAVE ONE (1) FOOT OR MORE OF FILL MATERIAL INDICATED. THIS INFORMATION MUST BE SUPPLIED PRIOR TO REQUEST FOR FINAL INSPECTION.
13. THE DESIGN ENGINEER SHALL LOCATE AND SHOW ALL EXISTING UNDERGROUND UTILITIES WITHIN RETENTION AREAS. THE BASIN SHALL BE DESIGNED TO MAINTAIN A MINIMUM OF 15" COVER OVER UTILITY LINES.
14. CLEARANCE FOR OCCUPATION OF ANY BUILDING IS DENIED UNTIL GRADING AND DRAINAGE IMPROVEMENTS ARE COMPLETED.
15. TEMPORARY DRAINAGE CONTROL MEASURES MAY BE REQUIRED DURING AND AFTER CONSTRUCTION UNTIL FINAL LOT BUILD-OUT IN ACCORDANCE WITH THE APPROVED PLANS AND IN ACCORDANCE WITH ANY ESTABLISHED OR REQUIRED FOR BEST MANAGEMENT PRACTICES (B.M.P.'S) AS PART OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) PERMIT REQUIREMENTS. IT IS THE OWNER/CONTRACTOR'S RESPONSIBILITY TO MEET ALL REQUIREMENTS.
16. NO CONCRETE REMOVALS AT EXISTING STREETS UNTIL PAVING OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR "RAMPING" OR PROTECTING ALL EXISTING CONCRETE/ASPHALT. IN ADDITION, CONTRACTOR MUST PROVIDE FOR PROPER GUTTER DRAINAGE FLOW UNDER RAMPS BY USING STEEL OR PVC (SCHEDULE 80) PIPE. RAMPS TO BE CONSTRUCTED OF ABC OR ASPHALT. DIRT IS NOT ALLOWED. RAMPS SHALL EXTEND A MINIMUM OF 25' INTO THE PARCEL AND WIDE ENOUGH TO HANDLE ALL CONSTRUCTION TRAFFIC, 16' MINIMUM.
17. ALL GRADING BEHIND SIDEWALK OR CURB & GUTTER TO BE LEFT DOWN 3" BELOW CONCRETE FOR NEW AND EXISTING AREAS, ALL LOCATIONS.
18. ALL CONSTRUCTION ACCESS LOCATIONS TO THE PARCELS ARE SUBJECT TO CITY ENGINEER APPROVAL.
19. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER AND ADEQUATE ACCESS ROADS INSIDE AND THROUGHOUT THE PARCEL ALLOWING FOR INSPECTION ACCESSIBILITY. THIS INCLUDES GRADING, GRAVEL FILL, TRENCH PLATES AND DUST CONTROL.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL RELATED TO THE PROJECT CONSTRUCTION AND SHALL TAKE WHATEVER MEANS NECESSARY TO CONTROL ANY ABNORMAL CONDITIONS.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY AND FINAL CLEANUP OPERATIONS OF ADJACENT EXISTING PAVED STREETS USED BY CONSTRUCTED TRAFFIC, THIS WORK INCLUDES STREET SWEEPING, POWER BROOM AND WATER AS NEEDED.
22. THE CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL AND BARRICADE PLAN TO THE CITY FOR APPROVAL, BEFORE THAT PARTICULAR WORK CAN TAKE PLACE. A HAUL PLAN IS ALSO REQUIRED FOR DIRT MATERIAL IMPORT OR EXPORT.
23. THE CONTRACTOR IS RESPONSIBLE FOR BLUE STAKE AND LOCATING ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE THAT MAY BE INCURRED TO THE UTILITIES AND BE LIABLE FOR ANY REPAIR COST INCLUDING ACCIDENTAL COSTS. THE CONTRACTOR AND/OR DEVELOPER WILL BE RESPONSIBLE FOR CONTACTING THE OWNER OF EACH VARIOUS UTILITY AND FACILITY WITH WHICH THERE ARE CONFLICTS WITH THE NEW CONSTRUCTION AND MAKING ALL NECESSARY ARRANGEMENTS WITH THE OWNER FOR RELOCATION OR ABANDONING THE UTILITY OR FACILITY AS REQUIRED BY ITS OWNER.
24. DAMAGED ASPHALT AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPLACED AS DIRECTED BY THE CITY BEFORE FINAL ACCEPTANCE OF THE WORK BY THE CITY.
25. GRADING CONTRACTOR RESPONSIBLE FOR COMPACTION OF PERIMETER FENCE WALL FOUNDATIONS, 90% DENSITY REQUIRED. DEVELOPED/OWNER OR ENGINEER TO STAKE LOCATIONS. CERTIFIED GEOTECHNICAL TESTING LAB, PROVIDED FOR BY THE DEVELOPER/OWNER OR ENGINEER, TO BE RETAINED FOR TESTING.

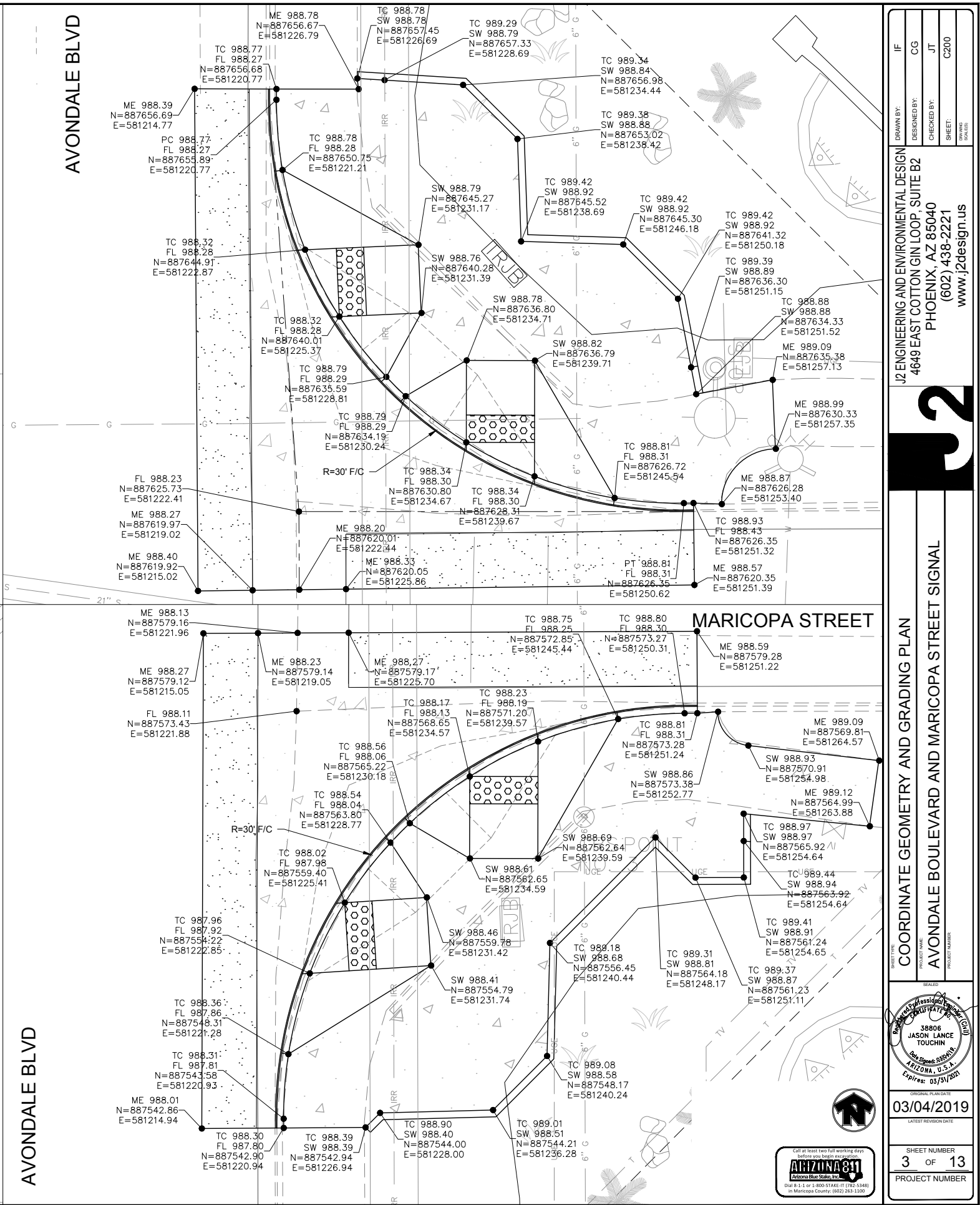
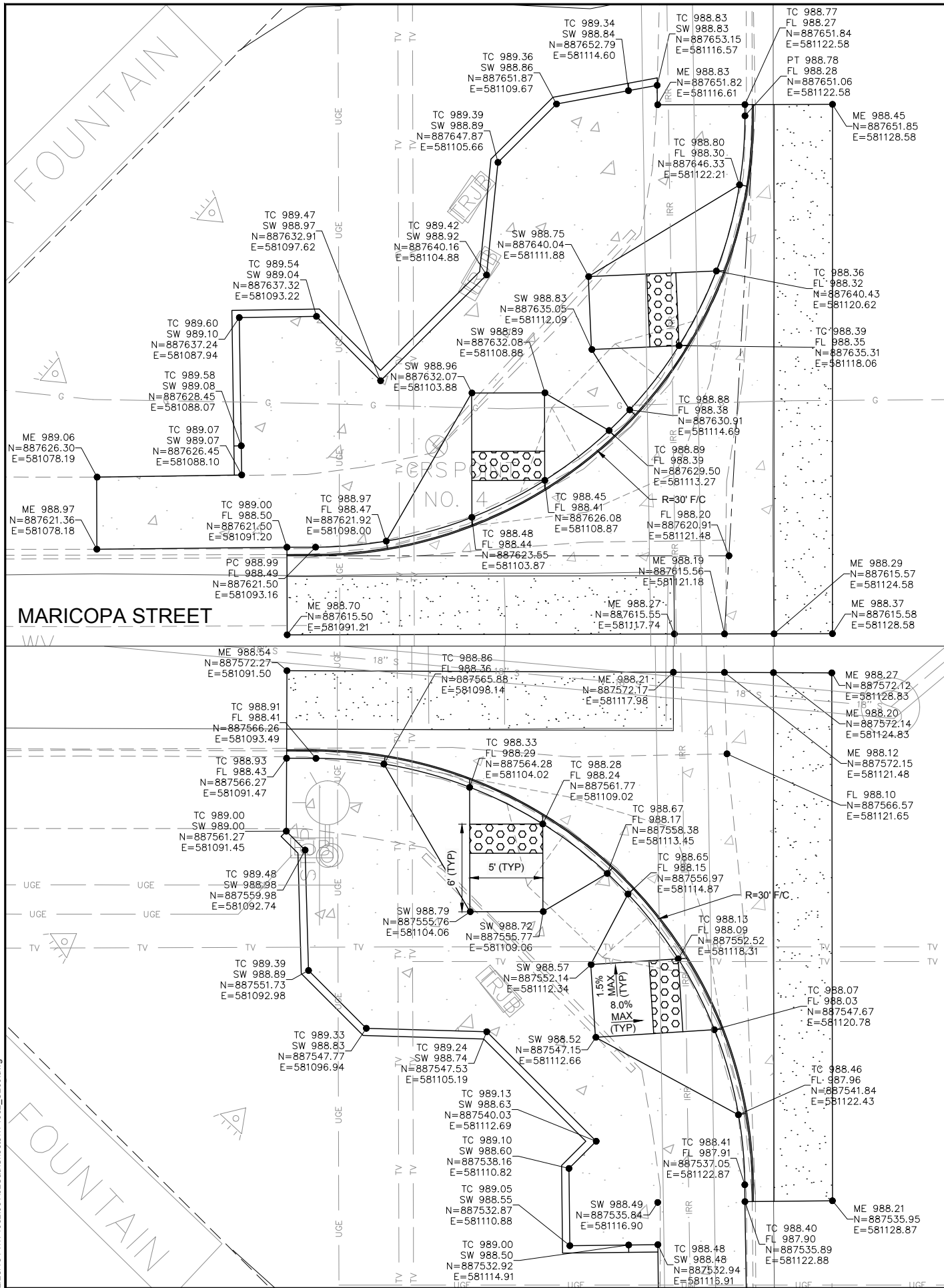
CITY OF AVONDALE GENERAL NOTES:

ALL IMPROVEMENT PLAN NOTES AND SPECIFICATIONS ON THESE DRAWINGS COMPILED FROM THE CITY OF AVONDALE'S SPECIFICATIONS. IF ANY SPECIFICATIONS ON THESE DRAWINGS DO NOT COMPLY WITH CITY OF AVONDALE SPECIFICATIONS, THEY SHALL BE SUPERCEDED BY ANY CITY OF AVONDALE SPECIFICATIONS THAT APPLIES.



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DRAWN BY: IF		J2 ENGINEERING AND ENVIRONMENTAL DESIGN 4649 EAST COTTON GIN LOOP, SUITE B2 PHOENIX, AZ 85040 (602) 438-2221 www.j2design.us
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J2 ENGINEERING AND ENVIRONMENTAL DESIGN 4649 EAST COTTON GIN LOOP, SUITE B2 PHOENIX, AZ 85040 (602) 438-2221 www.j2design.us			
COORDINATE GEOMETRY AND GRADING PLAN AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL			
38806 JASON LANCE TOUCHIN Arizona State Engineer Expires: 03/31/2021			
03/04/2019			
SHEET NUMBER 3 OF 13			
PROJECT NUMBER			

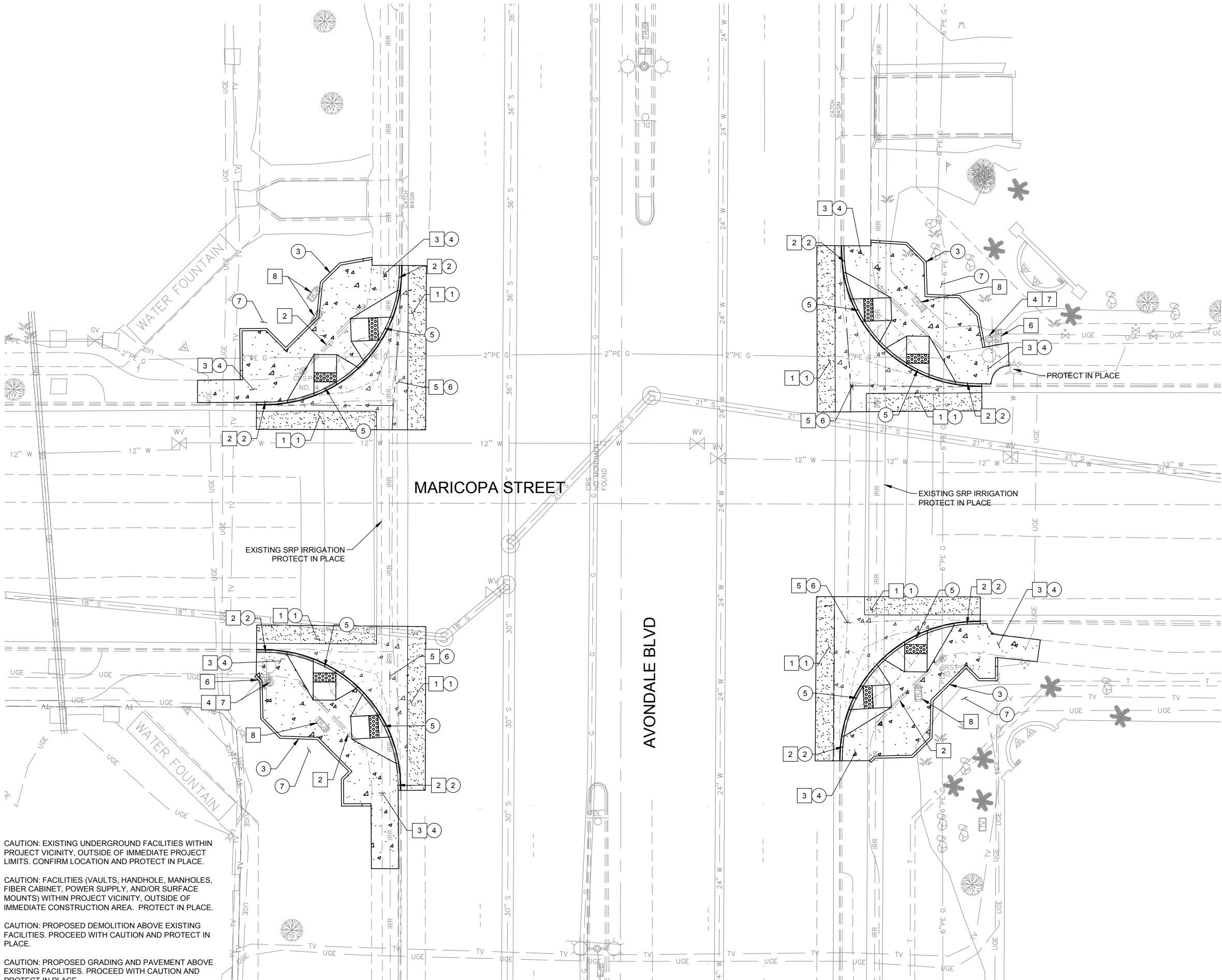
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CAUTION: EXISTING UNDERGROUND FACILITIES WITHIN PROJECT VICINITY, OUTSIDE OF IMMEDIATE PROJECT LIMITS. CONFIRM LOCATION AND PROTECT IN PLACE.

CAUTION: FACILITIES (VAULTS, HANDHOLE, MANHOLES, FIBER CABINET, POWER SUPPLY, AND/OR SURFACE MOUNTS) WITHIN PROJECT VICINITY, OUTSIDE OF IMMEDIATE CONSTRUCTION AREA. PROTECT IN PLACE.

CAUTION: PROPOSED DEMOLITION ABOVE EXISTING FACILITIES. PROCEED WITH CAUTION AND PROTECT IN PLACE.

CAUTION: PROPOSED GRADING AND PAVEMENT ABOVE EXISTING FACILITIES. PROCEED WITH CAUTION AND PROTECT IN PLACE.

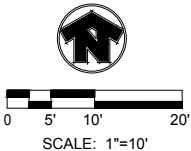


REMOVALS

1	4' SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT	111 SY
2	REMOVE EXISTING VERTICAL CURB	278 LF
3	SAWCUT AND REMOVE EXISTING SIDEWALK	1,407 SF
4	REMOVE AND SALVAGE STREET LIGHT POLE	2 EA
5	REMOVE EXISTING VALLEY GUTTER	1,244 SF
6	REMOVE ELECTRICAL JUNCTION BOX	2 EA
7	REMOVE AND SALVAGE SIGN	2 EA
8	RELOCATE TRAFFIC SIGNAL JUNCTION BOX	5 EA

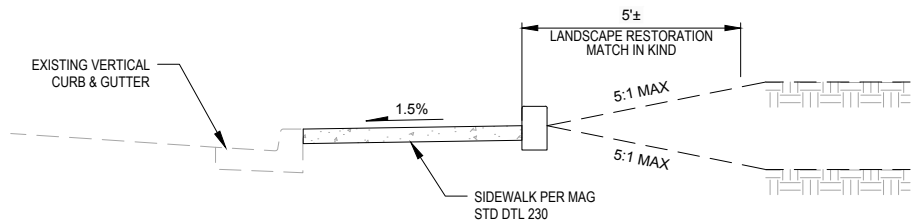
CONSTRUCTION NOTES

1	ASPHALT PVMT PER PVMT STRUCTURAL SECTION NO.1 (3" AC/6" ABC) (INCLUDES SUBGRADE PREPARATION)	111 SY
2	VERTICAL CURB & GUTTER TYPE A PER MAG DTL 220-1	198 LF
3	SINGLE CURB, TYPE A, PER MAG STD DTL 222	190 LF
4	SIDEWALK PER MAG STD DTL 230	1,893 SF
5	ADA RAMP PER MAG STD DTL 237-1	8 EA
6	CONCRETE VALLEY GUTTER PER MAG STD DTL 240	1,244 SF
7	DECOMPOSED GRANITE RESTORATION PER SHEET C400 DTL 1, 2 & 3	1 LS

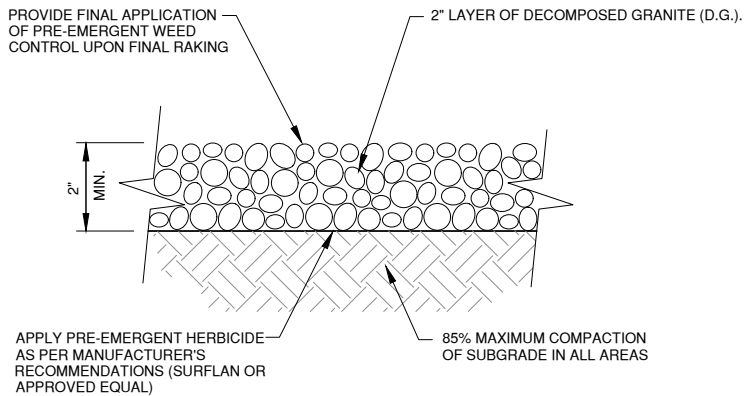


J2 ENGINEERING AND ENVIRONMENTAL DESIGN 4649 EAST COTTON GIN LOOP, SUITE B2 PHOENIX, AZ 85040 (602) 438-2221 www.j2design.us	
CIVIL PLAN	AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL
DATE: 03/04/2019	PROJECT NUMBER: 13
DESIGNED BY: CG	CHECKED BY: JT
DRAWN BY: IF	SHEET: C300

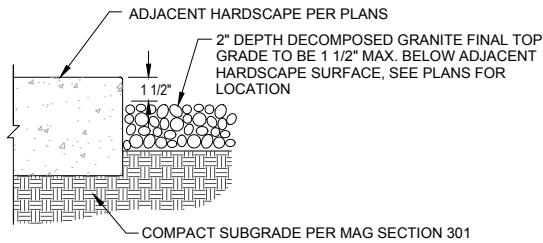
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1 TYPICAL VERTICAL CURB & SIDEWALK SECTION
NTS



2 DECOMPOSED GRANITE DETAIL
NTS



- NOTES:
1. DECOMPOSED GRANITE - MATCH EXISTING COLOR & SIZE. CONTRACTOR SHALL PROVIDE SAMPLES FOR APPROVAL BY CITY OF AVONDALE REPRESENTATIVE AND ENGINEER PRIOR TO ORDERING AND INSTALLATION.
 2. PLACE AND ROLLER COMPACT TO 2" TOTAL DEPTH OVER 85% COMPACTED SUBGRADE.
 3. PRE-EMERGENT HERBICIDE SURFLAN, DACTHAL, OR APPROVED EQUAL SHALL BE APPLIED BEFORE AND AFTER GRANITE PLACEMENT. CONTRACTOR SHALL CONTACT INSPECTOR PRIOR TO HERBICIDE PLACEMENT SO INSPECTOR CAN OBSERVE INSTALLATION.
 4. CONTRACTOR SHALL SUBMIT DECOMPOSED GRANITE SAMPLES IN RIGID PLASTIC OR METAL CONTAINERS. GRANITE GRADATION & COLOR, PROJECT NUMBER, AND SUPPLIER NAME SHALL BE CLEARLY LABELED ON CONTAINER.

3 DECOMPOSED GRANITE AT CONCRETE
NTS



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		CHECKED BY: JT	CG
		SHEET: C400	JT
		DRAWING SCALE:	C400
CIVIL DETAILS		J2	
AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL			
38806 JASON LANCE TOUCHIN Arizona, U.S.A. Expires: 03/31/2021			
03/04/2019			
5		13	

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SIGNING AND STRIPING GENERAL PLAN NOTES

1. PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY AND NOT TO SCALE. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, NOTES, DETAILS AND STANDARDS WHEN INSTALLING PAVEMENT MARKINGS AND MARKERS. TRAVEL LANES SHALL BE AS SHOWN ON PLANS OR 10’ MINIMUM WIDTH WHERE REQUIRED. BIKE LANES SHALL BE 6’ MINIMUM MEASURED FROM FACE OF CURB.
2. THE CITY OF AVONDALE ENGINEERING DEPARTMENT SHALL BE NOTIFIED THREE (3) BUSINESS DAYS PRIOR TO STARTING ANY SIGNING OR STRIPING WORK.
3. UNLESS OTHERWISE SPECIFIED, ALL PAVEMENT MARKINGS AND TRAFFIC CONTROL SIGNING INSTALLATIONS AND REMOVALS SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE CITY OF AVONDALE "CONSTRUCTION SPECIFICATIONS" SECTION XI. ITEMS NOT COVERED UNDER THE CITY SPECIFICATIONS SHALL CONFORM TO ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS, DETAILS AND SPECIFICATIONS OR THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) LATEST EDITION, AS APPLICABLE. SIGN REQUIREMENTS, GUIDELINES AND WARRANTIES SHALL BE IN ACCORDANCE WITH THE MUTCD MOST RECENT EDITION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF THE PERMANENT PAVEMENT MARKINGS FOLLOWING CONTROL POINTS THAT HAVE BEEN SET NO MORE THAN 50 FEET APART ALONG THE LINES TO BE STRIPED. PAVEMENT MARKING DIMENSIONS ARE TO CENTER OF THE STRIPE FOR SINGLE LINE STRIPING, AND TO CENTER OF THE SPACE BETWEEN THE TWO LINES FOR DOUBLE LINE STRIPING. WHERE CURB AND GUTTER IS PRESENT, DIMENSIONS ARE TO THE FACE OF CURB. THE CONTRACTOR SHALL SCHEDULE INSPECTION OF THE PAVEMENT MARKING LAYOUT AT LEAST THREE (3) BUSINESS DAYS PRIOR TO LAYOUT AND INSTALLATION OF PERMANENT PAVEMENT MARKINGS. INSPECTIONS SHALL TAKE PLACE DURING DAYTIME AND ON A BUSINESS DAY PRIOR TO INSTALLATION OF PERMANENT PAVEMENT MARKINGS.
5. UNLESS OTHERWISE DIRECTED, ALL FINAL LOCATION LANE STRIPING INCLUDING CROSSWALKS AND STOP BARS SHALL BE THERMOPLASTIC MATERIAL APPLIED AT A MINIMUM THICKNESS OF 60 MIL. ALL PAVEMENT SYMBOLS, ARROWS, AND LETTERING SHALL BE THERMOPLASTIC, TYPE I (PERMANENT) PREFORMED PAVEMENT MARKINGS. TEMPORARY PAVEMENT MARKINGS SHALL BE REFLECTORIZED TRAFFIC PAINT.
6. ALL SIGNS SHALL CONFORM TO THE MUTCD AND SHALL BE MADE FROM .080 INCH THICK ALUMINUM. SIGN POSTS AND EXTENSIONS SHALL BE GALVANIZED SQUARE PERFORATED STEEL TUBING PER CITY STANDARDS. HEIGHT REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE MUTCD.
7. ANY SIGNS, INCLUDING STREET NAME SIGNS, WHICH MAY BE LOCATED WITHIN TEN (10) FEET OF AN EXISTING STREET LIGHT POLE, MAY BE PROPERLY MOUNTED TO THE POLE WITH APPROVAL FROM THE CITY. SIGN LOCATIONS AND OFFSETS MAY BE ADJUSTED BY THE CITY TO IMPROVE VISIBILITY.
8. ALL SIGNS SHALL HAVE A MINIMUM CLEARANCE FROM EDGE OF SIGN TO THE FACE OF THE CURB OF AT LEAST TWO (2) FEET. IF NO CURB EXISTS, THE MINIMUM CLEARANCE SHALL BE AT LEAST TEN (10) FEET FROM THE EDGE OF THE PAVEMENT. ALL SIGNS SHALL BE PLACED SO AS NOT TO INTERFERE WITH PEDESTRIAN MOVEMENT.
9. ALL CONCRETE MEDIAN CURB NOSES SHALL BE PAINTED WITH YELLOW REFLECTIVE SAFETY PAINT FROM THE FRONT OF THE BULLNOSE BACK TEN (10) FEET.
10. RAISED PAVEMENT MARKERS (RPMs) SHALL BE INSTALLED ON ARTERIAL ROADWAYS AND ROADWAYS WITHOUT FULL STREET LIGHTING UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ALL RAISED PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH ADOT STANDARD DRAWINGS (M-19, REV JUNE 2014) (SHEETS 5 & 6) . TWO-WAY TYPE M RAISED MARKERS SHALL BE INSTALLED ADJACENT TO FIRE HYDRANTS PER CITY OF AVONDALE STANDARDS DETAIL A1037.
11. ANY EXISTING SIGNAGE THAT IS REQUIRED TO BE RELOCATED BY THE CONTRACTOR SHALL BE REMOVED, PROTECTED AND STORED FOR REINSTALLATION BY THE CONTRACTOR. DAMAGED SIGNAGE SHALL BE REPLACED AT THE CONTRACTOR’S EXPENSE. ANY EXISTING SIGNS REQUIRED TO BE PERMANENTLY REMOVED BY THE CONTRACTOR SHALL BE SALVAGED FOR RETURN TO THE CITY.
12. THE CONTRACTOR SHALL REMOVE ALL EXISTING PAVEMENT MARKINGS AND STRIPING IN CONFLICT WITH THE FINAL STRIPING PLAN BY ULTRA HIGH PRESSURE WATER (36,000 PSI PER MAG SPECIFICATIONS). ALL REMOVAL METHODS SHALL BE DONE IN CONFORMANCE WITH EPA REQUIREMENTS. IF THE REMOVAL OF THE STRIPING CAUSES A DEPRESSION OF 1/8 INCH OR GREATER IN THE PAVEMENT SURFACE, THE CONTRACTOR SHALL FILL AND SLURRY SEAL THE AREA PER MAG STANDARD SPECIFICATION 713 & 715, TYPE II.
13. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE CITY BY POWER BROOM, STREET SWEEPING, AIR JET BLOWING AND/OR WATER JET/TRUCK PRIOR TO THE PLACEMENT OF ALL PAVEMENT MARKINGS. THE ROAD PAVEMENT SURFACE SHALL BE ABSOLUTELY DRY. THE AIR AND PAVEMENT TEMPERATURES SHALL NOT BE LESS THAN 55° F AND 61° F FOR THE PLACEMENT OF THERMOPLASTIC MARKING AND TYPE I MARKING TAPE, RESPECTIVELY.
14. STREET NAME SIGNS LOCATED AT ALL INTERSECTIONS SHALL HAVE BLOCK NUMBERS. BLOCK NUMBERS SHALL BE AS ASSIGNED BY THE CITY’S BUILDING DIVISION. BLOCK NUMBERS SHALL BE INSTALLED PER CITY SPECIFICATIONS.
15. ALL TRAFFIC CONTROL SIGN FACES SHALL BE CONSTRUCTED OF DIAMOND GRADE REFLECTIVE SHEETING SUCH AS 3M STANDARD, UNLESS OTHERWISE NOTED.
16. TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO THE MOST RECENT EDITION OF CITY OF PHOENIX "TRAFFIC BARRICADE MANUAL," THE "MUTCD," AND/OR AS DIRECTED BY THE CITY OF AVONDALE.

LEGEND

	8” SOLID WHITE LINE	
	12” SOLID WHITE LINE	
	18” SOLID WHITE LINE	
	LEFT TURN ARROW PER ADOT STD. DTL. M-10 AND CITY OF AVONDALE STD. DTL. A1050	



IF

GT

MJP

T100

DRAWN BY:

DESIGNED BY:

CHECKED BY:

SHEET:

DRAWING SCALE:

J2 ENGINEERING AND ENVIRONMENTAL DESIGN

4649 EAST COTTON GIN LOOP, SUITE B2

PHOENIX, AZ 85040

(602) 438-2221

www.j2design.us

SHEET TYPE

SIGNING AND STRIPING GENERAL NOTES

PROJECT NAME

AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL

PROJECT NUMBER

SEAL



ORIGINAL PLAN DATE

03/04/2019

LATEST REVISION DATE

SHEET NUMBER

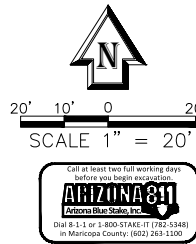
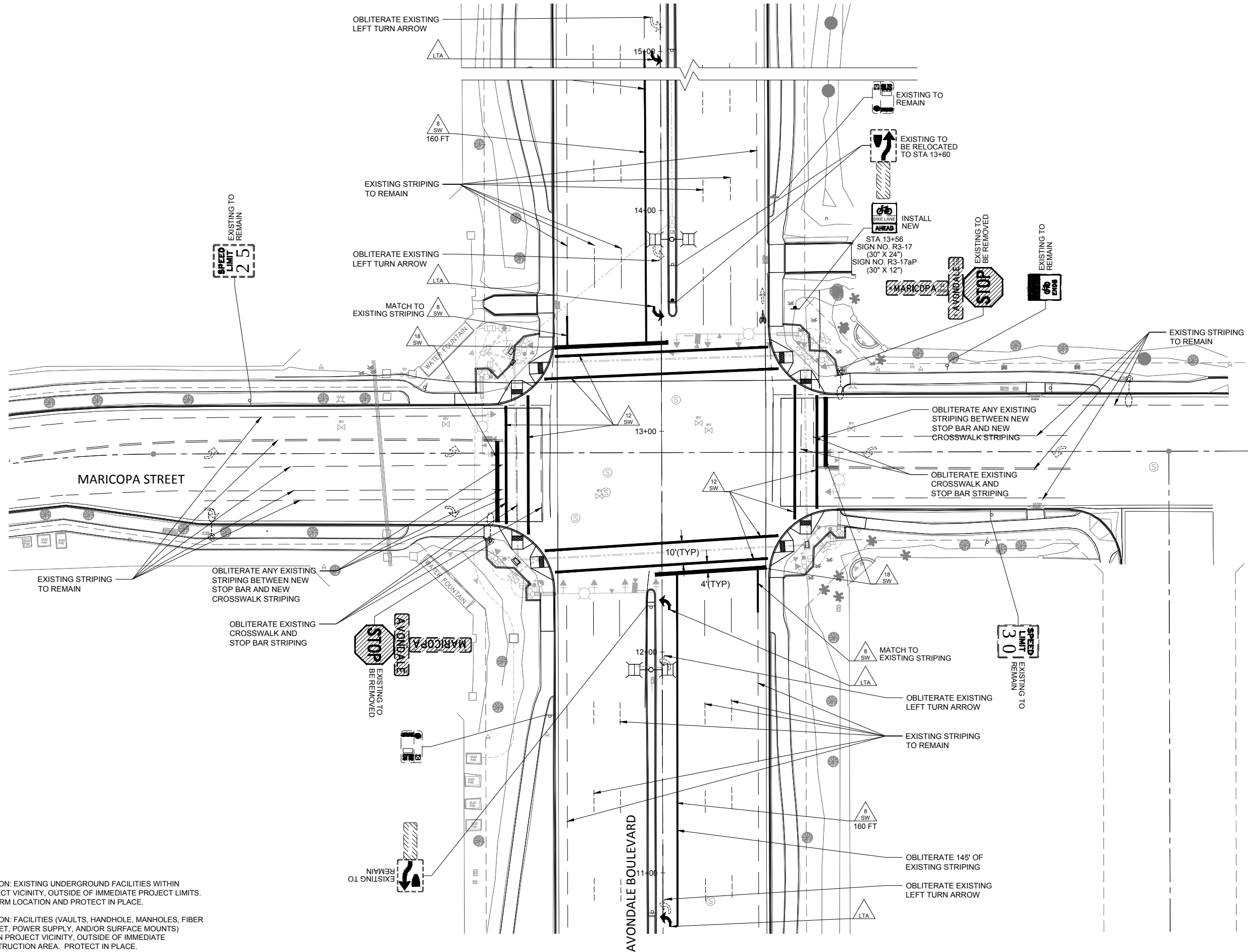
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PROJECT NUMBER

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SHEET TYPE		IF	GT	MJP	T101
SIGNING AND STRIPING PLAN SHEET		DRAWN BY:	DESIGNED BY:	CHECKED BY:	SHEET:
AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL		J2 ENGINEERING AND ENVIRONMENTAL DESIGN			
		4649 EAST COTTON GIN LOOP, SUITE B2			
		PHOENIX, AZ 85040			
		(602) 438-2221			
		www.j2design.us			
28175		2			
MARK J. POPPE					
ARIZONA, U.S.A.					
Expires: 09/30/2021					
ORIGINAL PLAN DATE		03/04/2019			
LATEST REVISION DATE					
SHEET NUMBER		7 OF 13			
PROJECT NUMBER					

TRAFFIC SIGNAL GENERAL PLAN NOTES

1.

ALL TRAFFIC SIGNAL EQUIPMENT AND CONSTRUCTION SHALL CONFORM TO THE CITY OF AVONDALE GENERAL ENGINEERING REQUIREMENTS MANUAL, LATEST EDITION, ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), MAG SPECIFICATIONS AND DETAILS, THE SPECIAL PROVISIONS, AND THESE PLANS.
2.

ALL UTILITIES SHALL BE BLUE STAKED PRIOR TO THE START OF CONSTRUCTION, CONTACT BLUE STAKE A MINIMUM OF 72 HOURS IN ADVANCE OF CONSTRUCTION AT (602)263-1100 OR 1-800-STAKE-IT (OUTSIDE OF MARICOPA COUNTY).
3.

FOR ELECTRICAL SERVICE REQUIREMENTS, CONTACT THE SALT RIVER PROJECT (SRP) CONTACT, LUKE MAESTAS (602) 329-9361, AT LEAST FORTY-FIVE (45) WORKING DAYS BEFORE SERVICE IS REQUIRED.
4.

VIDEO DETECTION TO BE PROVIDED & INSTALLED BY CONTRACTOR IN ACCORDANCE WITH THE SPECIAL PROVISIONS. VIDEO DETECTION ZONES, AS SHOWN ON THE PLANS, SHALL BE CENTERED IN THE TRAFFIC LANES. VIDEO DETECTION SHALL BE MOUNTED ON SIGNAL MAST ARM WITH A COMPLETE ITERIS VANTAGE NEXT FOUR CAMERA INTERSECTION, WITH ALL REQUIRED CABLING, USING PELCO 6' EXTENSION BRACKET WITH 1 PIECE GALAXY CABLE MOUNT ON SIGNAL MAST ARM, SEE SPECIAL PROVISIONS.
5.

TOP OF ALL SIGNAL STRUCTURE FOUNDATIONS SHALL BE AT THE SAME ELEVATION AS THE ADJACENT TOP OF CURB AS SPECIFIED ON THE PLANS, OR NOT LESS THAN FOUR (4) INCHES ABOVE THE ADJACENT ROADWAY CROWN, WHERE CURBING DOES NOT EXIST.
6.

TRAFFIC CONTROL PLANS SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST, PER MAG SPECIFICATIONS SECTION 107.7, AS AMMENDED BY THE CITY OF AVONDALE MAG SUPPLEMENTAL SPECIFICATIONS AND DETAILS, AND MAG SPECIFICATION SECTION 401.2, THE MUTCD, AND/OR AS DIRECTED BY THE CITY OF AVONDALE.
7.

GROUND ROD SHALL BE INSTALLED ADJACENT TO ELECTRICAL SERVICE PANEL AND IN CENTER OF CONTROLLER ASSEMBLY FOUNDATION WITH BARE BOND #8 CONDUCTOR ATTACHED.
8.

CITY ENGINEERING & STREETS DEPARTMENTS SHALL BE NOTIFIED SEVENTY-TWO (72) HOURS IN ADVANCE OF EVERY MAJOR PHASE OF CONSTRUCTION WORK AT (623) 333-4200.
9.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NEW ECONOLITE COBALT CONTROLLER AND MODEL 332 CABINET WITH 6" EXTENSION. ASSEMBLY AND ACCESSORIES REQUIRED TO RUN AN 8 PHASE OPERATION PER CITY OF AVONDALE STANDARDS. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR DELIVERY OF CONTROLLER AND CABINET TO THE CITY FOR ASSEMBLY, PROGRAMMING, AND TESTING PRIOR TO INSTALLATION. ONCE PROGRAMMED AND TESTED, THE CONTRACTOR SHALL PICK UP, DELIVER AND INSTALL THE CABINET. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC DEPARTMENT AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO HAVING THE CITY INSTALL THE CONTROLLER.
10.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING THE FINAL AS-BUILT DRAWINGS FOR THE TRAFFIC SIGNAL PLANS. THE DRAWINGS SHALL BE SEALED BY AN ARIZONA REGISTERED CIVIL ENGINEER. FINAL AS-BUILT PLANS SHALL BE ON 4-MIL, DOUBLE MATTE, MYLAR SHEETS, THE CONTRACTOR SHALL PROVIDE ONE (1) SET MYLAR AND THREE (3) SETS BLUELINES.
11.

ANY PAVEMENT MARKINGS SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. SEE PAVEMENT MARKING SHEETS FOR DETAILS.
12.

METER PEDESTAL SHALL INCLUDE PHOTO ELECTRIC CELL (PEC) FOR STREET LIGHTS & INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) PER CITY OF AVONDALE SPECS. CABINET EXTERIOR TO BE ANODIZED ALUMINUM. METER PEDESTAL SHALL BE TESCO PADMOUNT TYPE 27-000/22-000BBS SERIES ANODIZED ALUMINUM METERED SERVICE ENCLOSURE, SEE SPECIAL PROVISIONS.
13.

THE CONTROLLER CABINET SHALL BE WIRED AND LABELED WITH THE SAME PHASE NUMBER DESIGNATION AS SHOWN IN THE PHASE DIAGRAM. EACH CONNECTOR SHALL HAVE ITS PINS BROUGHT TO CABINET TIE POINTS. CONTROLLER CABINET WIRING SHALL BE PER CITY OF AVONDALE COLOR CODING STANDARDS.
14.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING EMERGENCY VEHICLE PREEMPTION (TOMAR MODEL 4140). THE CONTRACTOR SHALL COORDINATE THE INSTALLATION LOCATION WITH THE CITY OF AVONDALE. THE PRE-EMPTION CABLE SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AND SHALL BE TOMAR M913 PREEMPTION OPTICAL DETECTOR CABLE OR EQUAL, SEE SPECIAL PROVISIONS.
15.

SIGNAL POLES, SIGNAL AND LUMINAIRE MAST ARMS, EXPOSED BASE PLATES, AND ANCHOR NUTS AND BOLTS TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR AND SHALL BE PAINTED "COCOA BROWN" PER VALMONT POWDER COATED STANDARDS AND SPECIFICATIONS. MINIMUM ACCEPTANCE PAINTING SPECIFICATION SHALL COMPLY WITH VALMONT PAINT SPECIFICATIONS.
16.

THREE (3) SUBMITTAL SETS ARE REQUIRED FOR ALL MATERIALS AND EQUIPMENT. ALL SUBMITTALS MUST BE CITY OF AVONDALE APPROVED BEFORE ORDERING EQUIPMENT MATERIALS AND CONSTRUCTION.
17.

STREET LIGHTING LUMINAIRES SHALL BE ATBM F MVOLT R3 4000K MP P7 - 15,700 LUMENS, WITH A BRONZE FINISH, PROVIDED AND INSTALLED BY THE CONTRACTOR.

18.

SIGNAL TESTING AND TURN ON PROCEDURE: SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROL DURING TESTING AND TURN ON.

(A) THE CONTRACTOR SHALL NOTIFY THE CITY TWENTY-FOUR (24) HOURS PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL. THE CONTRACTOR SHALL CONDUCT A TEST, WITH THE CITY OF AVONDALE TRAFFIC SIGNAL TECHNICIAN TO ENSURE THAT THE INDIVIDUAL TRAFFIC AND PEDESTRIAN SIGNAL HEADS AND INDICATIONS ARE OPERATING FOR THE APPROPRIATE PHASE AND IN THE APPROPRIATE SEQUENCES.

(B) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF 36" X 36" W32-1AZ, Y/B, W/FLAGS AND FLASHERS PER CITY OF AVONDALE STANDARDS ON ALL APPROACHES TO THE NEW SIGNALIZED INTERSECTION. THE SIGNS SHALL BE INSTALLED A MINIMUM OF 500 FEET IN ADVANCE OF THE INTERSECTION AT THE BACK OF SIDEWALK, OR BACK OF CURB, PRIOR TO SIGNAL ACTIVATION ON ALL APPROACHES. SIGNS SHALL REMAIN IN PLACE FOR A MINIMUM OF 30 DAYS.
19.

ANY TRAFFIC SIGNAL CONSTRUCTION, PRIVATE OR PUBLIC, MUST BE SUPERVISED BY A CERTIFIED IMSA LEVEL II TECHNICIAN ON SITE.
20.

THE CONTRACTOR SHALL TRENCH TO WITHIN TWO (2) FEET OF THE SRP POWER SOURCE AND PROVIDE A 4' X 4' WORKING PIT AS SHOWN ON THE SRP PLANS. THE CONTRACTOR WILL PROVIDE AND INSTALL A 2½ INCH CONDUIT FROM THE POWER SOURCE TO THE ELECTRICAL SERVICE CONDUIT. SRP WILL PULL THE SERVICE WIRE TO THE ELECTRICAL SERVICE CABINET AND TERMINATE.
21.

ALL TYPE V & VII MOUNTING BRACKETS SHALL HAVE TERMINAL STRIPS ON THE POLE.
22.

ALL CONDUIT SHALL BE SCHEDULE 80 PVC.
23.

RED, YELLOW, GREEN, ARROW SIGNAL, AND PEDESTRIAN HEAD INDICATIONS SHALL BE PROVIDED & INSTALLED BY THE CONTRACTOR. ALL INDICATIONS SHALL MEET "LED" TECHNOLOGY.
24.

ALL NEW AND EXISTING RAMPS SHALL PROVIDE PROPER ADA ACCESS TO PEDESTRIAN PUSH BUTTONS.
25.

ALL EXISTING STOP SIGNS, ADVANCED WARNING SIGNS, AND STREET LIGHTS SHALL REMAIN IN OPERATION UNTIL THE NEW TRAFFIC SIGNAL IS ENERGIZED AND FULLY OPERATIONAL.
26.

PRIOR TO ACCEPTANCE BY THE CITY OF AVONDALE, DAMAGE TO ANY SIGNAL EQUIPMENT, POLE, ETC., SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN CONFORMANCE WITH THE SPECIFICATIONS.
27.

PAVEMENT REPLACEMENT TO CONFORM TO CITY OF AVONDALE STANDARD DETAILS.
28.

THE ELECTRICAL SERVICE ADDRESS IS AS FOLLOWS: 634 S. AVONDALE BOULEVARD. THE CONTRACTOR SHALL CONTACT SRP (602-236-0676) A MINIMUM OF FIVE (5) WORKING DAYS IN ADVANCE TO SCHEDULE FINAL METER CONNECTION.
29.

ALL SIGNAL POLE FOUNDATIONS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF AVONDALE FOUNDATION DETAIL PROVIDED IN THE SPECIAL PROVISIONS.
30.

ALL TROMBONE STYLE SIGNAL POLES AND ARMS SHALL BE MANUFACTURED BY VALMONT. ALL SIGNALS SHALL HAVE 24" DIAMETER BOLT PATTERN ON BASE PLATE.
31.

ALL PULL BOXES SHALL HAVE FIBRELYTE LIDS, AND NEW PULL BOXES SHALL BE NO. 7 DETAIL (19¼" X 32¼" X 24" DEEP, 17½" X 30½" PULL BOX LID, WITH A 6" X 12" WINDOW EACH END, PER CITY OF AVONDALE STANDARD DETAIL A1717).
32.

THE CONTRACTOR SHALL REMOVE AND SALVAGE TO THE CITY OF AVONDALE EXISTING STREET LIGHT POLES AV211598 AND AV226397, AS SHOWN ON THE PLANS. THESE STREET LIGHTS SHALL REMAIN IN-PLACE AND FULLY OPERATIONAL UNTIL THE TRAFFIC SIGNAL IS FULLY OPERATIONAL. THE CONTRACTOR SHALL CONTACT SRP (602-236-0676) A MINIMUM OF FIVE (5) WORKING DAYS IN ADVANCE TO SCHEDULE POWER DISCONNECT TO THE EXISTING STREET LIGHT POLES IDENTIFIED FOR REMOVAL.
33.

INSTALL 12 STRAND SMFO CABLE IN NO. 9 VAULT WITH 100' SLACK.
34.

INSTALL 12 STRAND SMFO CABLE IN NO. 7 PULL BOX WITH 30' SLACK.
35.

POLI-MOD (PM-L-12-ULC-0-S-01), RS900G HARDENED ETHERNET SWITCH (RS900G-H1-P-2LC25-C01), (43-10-0008 POWER CORD). FIBER PATCH CABLES/JUMPERS (GBLC2-D1-03 LC-LC, 3 METER). ALL SMFO SHALL BE LC-LC.
36.

INSTALL CCTV CAMERA ON TRAFFIC SIGNAL LUMINAIRE MAST ARM, 10' MINIMUM FROM STREET LIGHT.
37.

INSTALL CCTV CAT5 SHIELDED TWISTED PAIR 24AWG SOLID BARE COPPER OUTDOOR CABLE, POE MODULE, SURGE PROTECTION (DTK-MRJPOE).
38.

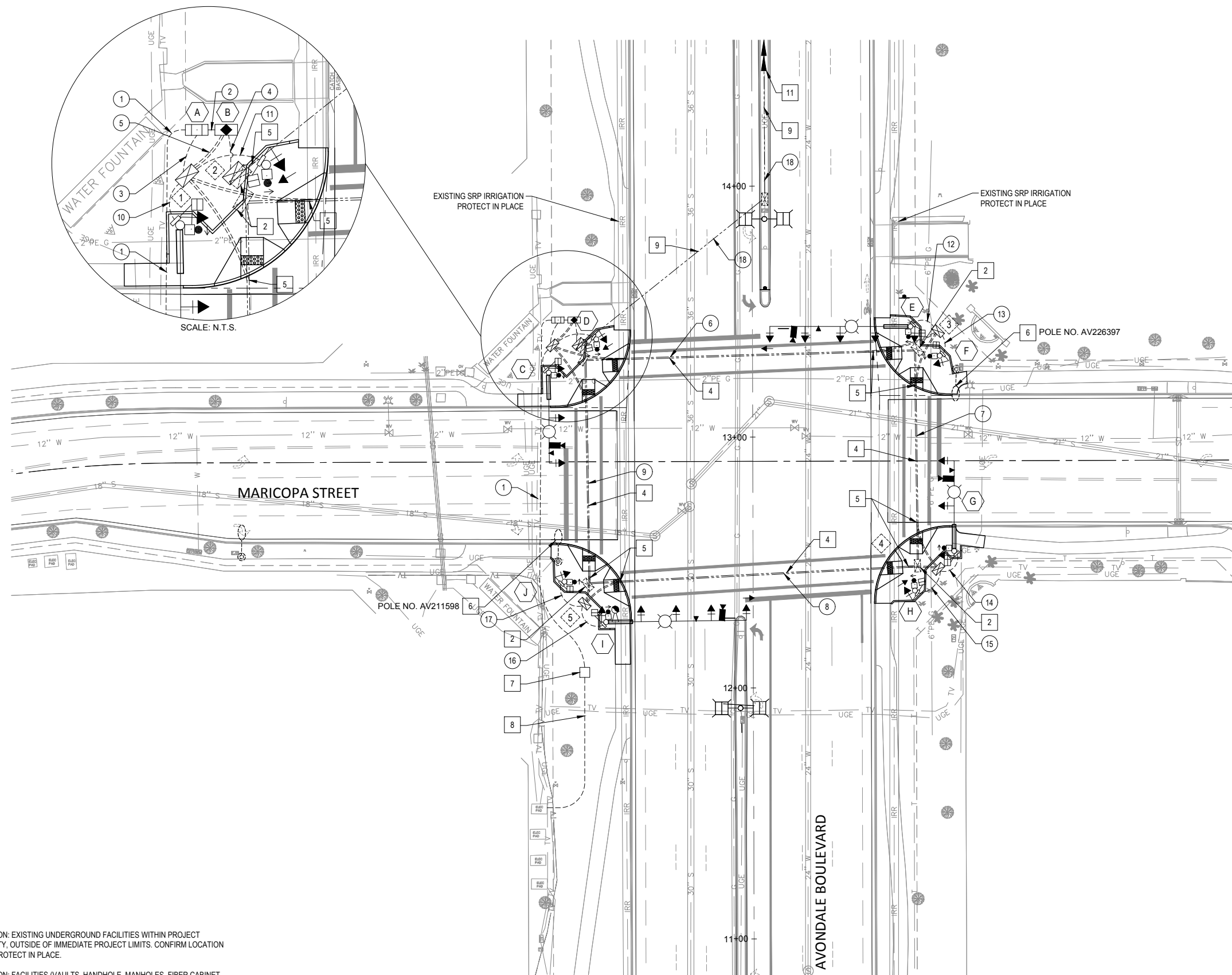
PROVIDE AND INSTALL 6 RECEPTACLE ELECTRICAL SURGE PROTECTOR FOR COMMUNICATION EQUIPMENT POWER.

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DRAWN BY: IF		DESIGNED BY: GT		CHECKED BY: MJP		SHEET: T200	
J2 ENGINEERING AND ENVIRONMENTAL DESIGN		4649 EAST COTTON GIN LOOP, SUITE B2		PHOENIX, AZ 85040		(602) 438-2221	
TRAFFIC SIGNAL GENERAL NOTES		AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL		PROJECT NUMBER:		www.j2design.us	
PROJECT NAME		PROJECT NUMBER		ORIGINAL PLAN DATE		LATEST REVISION DATE	
28175		MARK J. POPPE		03/04/2019			
SHEET NUMBER		8		OF		13	
PROJECT NUMBER							

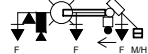
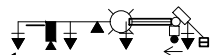
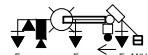
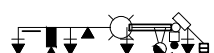
Professional Engineer
CERTIFICATE NO. 28175
MARK J. POPPE
Expires: 09/30/2021
ARIZONA, U.S.A.

Call at least two full working days before you begin inscription.
ARIZONA 811
Arizona Blue Stakes, Inc.
Dist # 4-11 or 1-800-STAKE-IT (776-7346)
in Maricopa County: (602) 243-1100



CAUTION: EXISTING UNDERGROUND FACILITIES WITHIN PROJECT VICINITY, OUTSIDE OF IMMEDIATE PROJECT LIMITS. CONFIRM LOCATION AND PROTECT IN PLACE.

2/28/18 P:\171062.001\J2Cad\Sheets\171062_T202.dwg

POLE AND EQUIPMENT SCHEDULE										
CABINETS						REMARKS		LOCATION		
CABINET	TYPE	EQUIPMENT		ASSEMBLY NOTES						
A	NEW METERED PEDESTAL 	METER PAD	TESCO METER PEDESTAL/UPS COMBO.		WITH PEC		SERVICE ADDRESS: 634 S. AVONDALE BLVD AVONDALE, AZ 85323		STA 13+47, 78' LT	
B	NEW CONTROL CABINET 	MODEL 332	ECONOLITE COBALT		WITH 6" EXTENSION FOR CABINET		1. CONTROLLER SHALL CONTAIN ALL SIGNAL SYSTEM SPECIFICATIONS TO RUN AN 8 PHASE OPERATION PER CITY OF AVONDALE STANDARDS 2. CABINET FOUNDATION TO BE INSTALLED IN ACCORDANCE WITH CITY OF AVONDALE STANDARDS 3. ORIENTATION OF CABINET TO BE APPROVED BY THE CITY PRIOR TO INSTALLATION		STA 13+47, 71' LT	
POLES		MAST ARM		SIGNALS		SIGN	REMARKS		LOCATION	
NO.	TYPE	SIG.	LUM.	MTG.	FACE					
C	NEW TYPE "Q" POLE (COA STD DETAIL A1075) 	Q	35'	15'	1 - V 1 - V	3 - F 1 - M/H	I.S.N.S R10-3e (L)	1. TYPE "F" SIGNAL FACES TO BE MOUNTED ON MAST ARM WITH COUPLINGS PER COA STD. DETAIL A1746-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON 3. PROVIDE & INSTALL VIDEO DETECTION CAMERA ON SIGNAL MAST ARM 4. PROVIDE & INSTALL EMERGENCY VEHICLE PREEMPTION 5. PROVIDE & INSTALL LUMINAIRE 6. PROVIDE & INSTALL ISNS PER COA STD. DETAIL A1747 AND DETAIL 2 ON THIS SHEET 7. POLE TO HAVE 30" HANDHOLE WITH 22 THERMOPLASTIC POWER BLOCKS		STA 13+26, 81' LT
D	NEW TYPE "A" POLE (ADOT STD DETAIL T.S. 4-1) 	A 12'	-	-	1 - IV 1 - V	1 - Q 1 - M/H	R10-3e (R)	1. PROVIDE & INSTALL NEW TYPE "A" POLE PER ADOT STD. DETAIL T.S. 4-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON		STA 13+39, 62' LT
E	NEW TYPE "R" POLE (COA STD DETAIL A1075) 	R	55'	15'	1 - V 1 - V	3 - F 1 - Q-2 1 - M/H	I.S.N.S FYA R10-3e (L)	1. TYPE "F" SIGNAL FACES TO BE MOUNTED ON MAST ARM WITH COUPLINGS PER COA STD. DETAIL A1746-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON 3. PROVIDE & INSTALL VIDEO DETECTION CAMERA ON SIGNAL MAST ARM 4. PROVIDE & INSTALL EMERGENCY VEHICLE PREEMPTION 5. PROVIDE & INSTALL LUMINAIRE 6. PROVIDE & INSTALL ISNS PER COA STD. DETAIL A1747 AND DETAIL 1 ON THIS SHEET 7. POLE TO HAVE 30" HANDHOLE WITH 22 THERMOPLASTIC POWER BLOCKS 8. PROVIDE & INSTALL FLASHING YELLOW ARROW (FYA) SIGN PER DETAIL 3 ON THIS SHEET		STA 13+44, 63' RT
F	NEW TYPE "A" POLE (ADOT STD DETAIL T.S. 4-1) 	A 12'	-	-	1 - IV 1 - V	1 - F 1 - M/H	R10-3e (R)	1. PROVIDE & INSTALL NEW TYPE "A" POLE PER ADOT STD. DETAIL T.S. 4-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON		STA 13+32, 75' RT
G	NEW TYPE "Q" POLE (COA STD DETAIL A1075) 	Q	35'	15'	1 - V 1 - V	3 - F 1 - M/H	I.S.N.S R10-3e (L)	1. TYPE "F" SIGNAL FACES TO BE MOUNTED ON MAST ARM WITH COUPLINGS PER COA STD. DETAIL A1746-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON 3. PROVIDE & INSTALL VIDEO DETECTION CAMERA ON SIGNAL MAST ARM 4. PROVIDE & INSTALL EMERGENCY VEHICLE PREEMPTION 5. PROVIDE & INSTALL LUMINAIRE 6. PROVIDE & INSTALL ISNS PER COA STD. DETAIL A1747 AND DETAIL 1 ON THIS SHEET 7. POLE TO HAVE 30" HANDHOLE WITH 22 THERMOPLASTIC POWER BLOCKS		STA 12+54, 80' RT
H	NEW TYPE "A" POLE (ADOT STD DETAIL T.S. 4-1) 	A 12'	-	-	1 - IV 1 - V	1 - Q 1 - M/H	R10-3e (R)	1. PROVIDE & INSTALL NEW TYPE "A" POLE PER ADOT STD. DETAIL T.S. 4-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON		STA 12+39, 64' RT
I	NEW TYPE "R" POLE (COA STD DETAIL A1075) 	R	55'	15'	1 - V 1 - V	3 - F 1 - Q-2 1 - M/H	I.S.N.S FYA R10-3e (L)	1. TYPE "F" SIGNAL FACES TO BE MOUNTED ON MAST ARM WITH COUPLINGS PER COA STD. DETAIL A1746-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON 3. PROVIDE & INSTALL VIDEO DETECTION CAMERA ON SIGNAL MAST ARM 4. PROVIDE & INSTALL EMERGENCY VEHICLE PREEMPTION 5. PROVIDE & INSTALL LUMINAIRE 6. PROVIDE & INSTALL ISNS PER COA STD. DETAIL A1747 AND DETAIL 2 ON THIS SHEET 7. POLE TO HAVE 30" HANDHOLE WITH 22 THERMOPLASTIC POWER BLOCKS 8. PROVIDE & INSTALL FLASHING YELLOW ARROW (FYA) SIGN PER DETAIL 3 ON THIS SHEET 9. PROVIDE AND INSTALL CCTV, POE, SURGE PROTECTION, CAT5 OUTDOOR CABLE		STA 12+26, 59' LT
J	NEW TYPE "A" POLE (ADOT STD DETAIL T.S. 4-1) 	A 12'	-	-	1 - IV 1 - V	1 - F 1 - M/H	R10-3e (R)	1. PROVIDE & INSTALL NEW TYPE "A" POLE PER ADOT STD. DETAIL T.S. 4-1 2. PROVIDE & INSTALL (1) ADA PEDESTRIAN PUSH BUTTON		STA 12+43, 75' LT

 - VIDEO DETECTION CAMERA

 - CCTV CAMERA

 - EMERGENCY PRE-EMPTION DETECTOR

NOTES:

- AVONDALE BLVD STATIONS AND OFFSETS SHOWN ARE APPROXIMATE. ACTUAL LOCATIONS ARE TO BE FIELD VERIFIED BY THE SIGNAL INSPECTOR PRIOR TO SIGNAL POLE AND EQUIPMENT INSTALLATION.
- ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY OF AVONDALE TRAFFIC ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- ALL LUMINAIRES AND ILLUMINATED STREET NAME SIGNS (I.S.N.S.) ARE LED.

PULL BOX SCHEDULE			
NO.	TYPE	AVONDALE BLVD. STATION	REMARKS
1	NO. 7 W/EXT	13+37, 80' LT	RELOCATED FROM 13+31, 67' LT
2	NO. 7 W/EXT	13+37.5, 69.5' LT	RELOCATED FROM 13+36, 68' LT
3	NO. 7 W/EXT	13+42, 74' RT	RELOCATED FROM 13+35, 66' RT
4	NO. 7 W/EXT	12+47, 74' RT	RELOCATED FROM 12+48, 66' RT
5	NO. 7 W/EXT	12+34, 67' LT	RELOCATED FROM 12+41, 66' LT

Avondale Blvd
700 S

1

I.S.N.S. - AVONDALE BOULEVARD

SCALE: N.T.S.

Maricopa St
11500 W

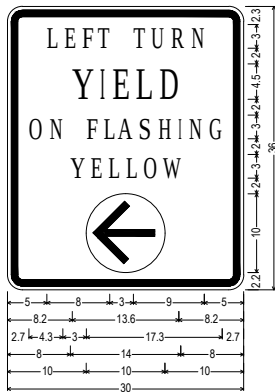
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I.S.N.S. - MARICOPA STREET

SCALE: N.T.S.

NOTES:

- SIGNS SHALL BE PER CITY OF AVONDALE STANDARD DETAIL A1747
- MOUNT WITH BRACKETS ON SIGNAL POLE PER CITY OF AVONDALE STANDARD DETAIL A1745
- SIGN MESSAGES ARE BACK TO BACK
- SIGNS SHALL BE 10'-3/4" X 48"
- SIGNS SHALL BE LED



FYA:
1.5" Radius, 0.8" Border, 0.5" Indent, Black on White;
[LEFT TURN] C 146% spacing;
[YIELD] C 97% spacing;
[ON FLASHING] C 145% spacing;
[YELLOW] C 145% spacing;
Rounded Rectangle 5.0" Radius;

3

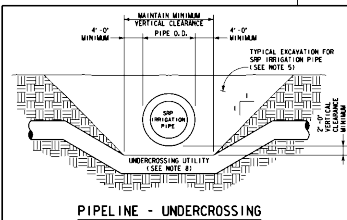
FLASHING YELLOW ARROW SIGN

SCALE: N.T.S.

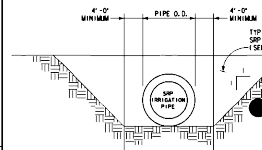
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SRP STD DWG WES-02604-001

SCALE: N.T.S.



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY

OUTSIDE DIAMETER SRP IRRIGATION PIPE	IRRIIGATION STRUCTURE/FACILITY CLEARANCE
MINIMUM PIPE SIZE (I.D.)	MINIMUM CLEARANCE (I.D.)
24"	36"
30"	48"
36"	60"
42"	72"
48"	84"
54"	96"
60"	108"
66"	120"
72"	132"

OUTSIDE DIAMETER SRP IRRIGATION PIPE

IRRIIGATION STRUCTURE/FACILITY CLEARANCE

REFERENCES

REVISIONS

UTILITIES CROSSING OR PARALLEL TO SRP IRRIGATION PIPE

INITIAL ISSUE

REVISIONS

DATE

BY

DATE

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DATE

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MJP

T202

DRAWN BY:

DESIGNED BY:

CHECKED BY:

SHEET:

DATE:

J2 ENGINEERING AND ENVIRONMENTAL DESIGN

4649 EAST COTTON GIN LOOP, SUITE B2

PHOENIX, AZ 85040

(602) 438-2221

www.j2design.us

2

AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL

28175

MARK J. POPPE

Professional Engineer

Arizona, U.S.A.

Expires: 09/30/2021

03/04/2019

LATEST REVISION DATE

10

OF 13

SHEET NUMBER

PROJECT NUMBER

2/28/18 P:\171062.001\2\Cad\Sheets\171062_T203.dwg

CONDUCTOR SCHEDULE																						
	CONDUIT RUN NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	CONDUIT SIZE IN INCHES	2.5	3	3	3	2-4	2-3"	2-3"	2-3"	2-3"	3	2	3	2	3	2	3	2	E*			
AWG	CIRCUIT PHASE																					
#14 SIGNAL HEADS PED HEDS PED PB'S	IMSA 19-1, 20 COND					4	2	1		1	1		1		1		1					
	IMSA 19-1, 7 COND										1	1	1	1	1	1	1	1				
	IMSA 19-1, 5 COND										2	2	2	2	2	2	2	2				
#12	LIGHTING 240V						2	2			2	2		2		2		2				
	I.I.S.N.S 120V						2	2			2	2		2		2		2				
									SPARE SPARE													
#8	SIGNAL 120V		2																			
	LIGHTING 240V			2																		
	I.I.S.N.S 120V			2																		
	WHITE, THW, COM, SOLID					1	1	1		1	1		1		1		1					
	GREEN, THW, SOLID	1	1		1	1	1		1	1	1	1	1	1	1	1	1	1				
	SERVICE 120/240V ●																					
VIDEO DETECTION CAMERA	CAT 5					4	2	1		1	1		1		1		1					
PRE-EMPTION	M913 DETECTOR CABLE					4	2	1		1	1		1		1		1					
12-STRAND FIBER OPTIC CABLE					1															1		
96-STRAND FIBER OPTIC CABLE																						
CCTV CAMERA	CAT 5, POE, SURGE PROTECTOR, GRAY BAR PART # 2516456 UPC PART # 78298051073						1			1							1					
TRACER WIRE AND 2500 LB MULE TAPE									1	1												

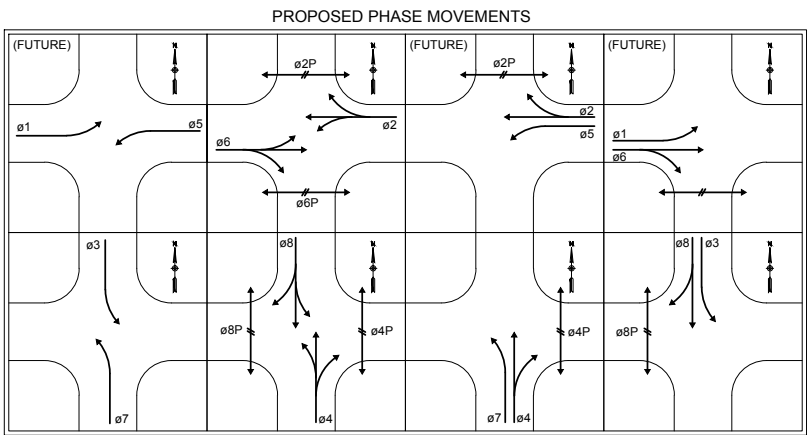
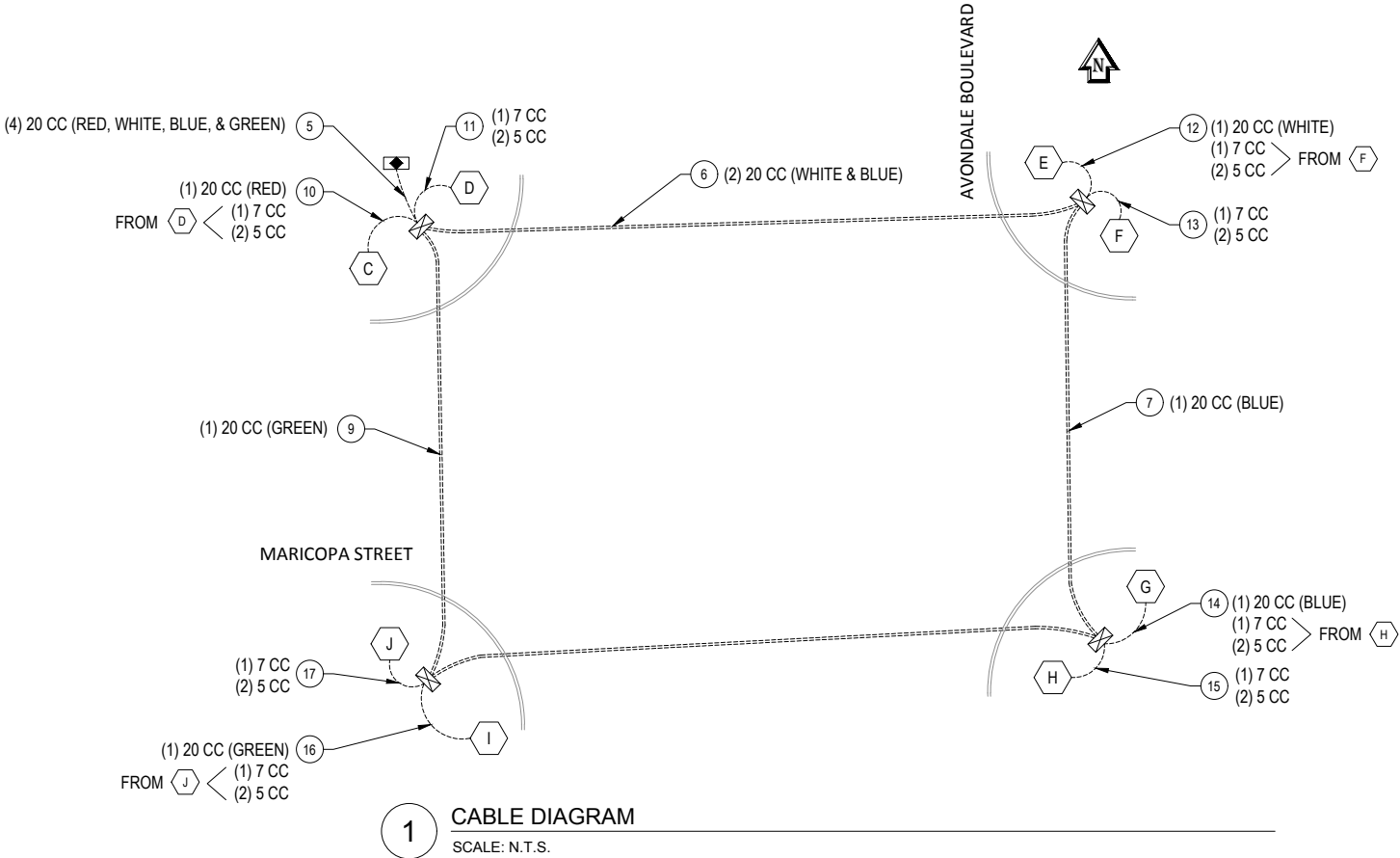
- * - EXISTING CONDUIT WITH NEW CONDUCTORS
● - INSTALLED BY SRP
- CONDUCTOR NOTES:
1. THE IMSA 20-CONDUCTOR, 7-CONDUCTOR, AND 5-CONDUCTOR CABLES SHALL BE #14 AWG IMSA 19-1 SOLID.
 2. ALL EMPTY AND SPARE CONDUITS SHALL HAVE TRACER WIRE AND 2500 LB MULETAPE.**
 3. EMERGENCY PRE-EMPTION CABLE SHALL BE M913 STROBECOM DETECTOR CABLE OR APPROVED EQUAL.
 4. VIDEO DETECTION CABLE SHALL BE PULLED UNSPLICED FROM CONTROL CABINET TO CAMERA.
 5. CCTV CABLE SHALL BE CCTV MANUFACTURER OR APPROVED EQUAL.

IMSA CABLE 19-1, #14 AWG SOLID, 20-CONDUCTOR				
CABLE #1	CABLE #2	CONDUCTOR COLOR		SIGNAL INTERVAL
		BASIC COLOR	TRACER STRIPE	
Ø1	Ø5 OR OVERLAP A	RED	---	RED
		ORANGE	---	YELLOW
		GREEN	---	GREEN
Ø2	Ø6 OR OVERLAP A	RED	BLACK	RED
		ORANGE	BLACK	YELLOW
		GREEN	BLACK	GREEN
Ø3	Ø7 OR OVERLAP A	RED	WHITE	RED
		BLUE	WHITE	YELLOW
		GREEN	WHITE	GREEN
Ø4	Ø8 OR OVERLAP A	RED	RED	RED
		ORANGE	RED	YELLOW
		GREEN	RED	GREEN
Ø2 PED.	Ø6 PED.	BLUE	---	WALK
		BLACK	---	DON'T WALK
		WHITE	RED	PUSH BUTTON
Ø4 PED.	Ø8 PED.	BLUE	BLACK	WALK
		BLACK	WHITE	DON'T WALK
		BLACK	RED	PUSH BUTTON
ALL Ø'S	ALL Ø'S	WHITE	---	P.B. COMMON
		WHITE	BLACK	SPARE

CABLES SHALL BE MARKED IN ACCORDANCE WITH CITY OF AVONDALE STANDARDS

IMSA CABLE 19-1, #14 AWG SOLID, 5-CONDUCTOR & 7-CONDUCTOR					
5 SECTION SIGNAL HEADS OUTBOARD & FAR LEFT (FYA)		SIGNAL HEADS INBOARD		PEDESTRIAN HEADS	
7-CONDUCTOR CABLE		5-CONDUCTOR CABLE		5-CONDUCTOR CABLE	
BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	SIGNAL INTERVAL
RED	RED ARROW	RED	RED	RED	DON'T WALK
BLACK	YELLOW ARROW	ORANGE	YELLOW	GREEN	WALK
GREEN	GREEN ARROW	GREEN	GREEN	WHITE	PED. COM.
ORANGE	SPARE	WHITE	VEH. COM.	BLACK	SPARE
BLUE	SPARE	BLACK	SPARE	ORANGE	SPARE
WHITE	VEH. COM.				
WHT/BLK TR	FY. ARROW				

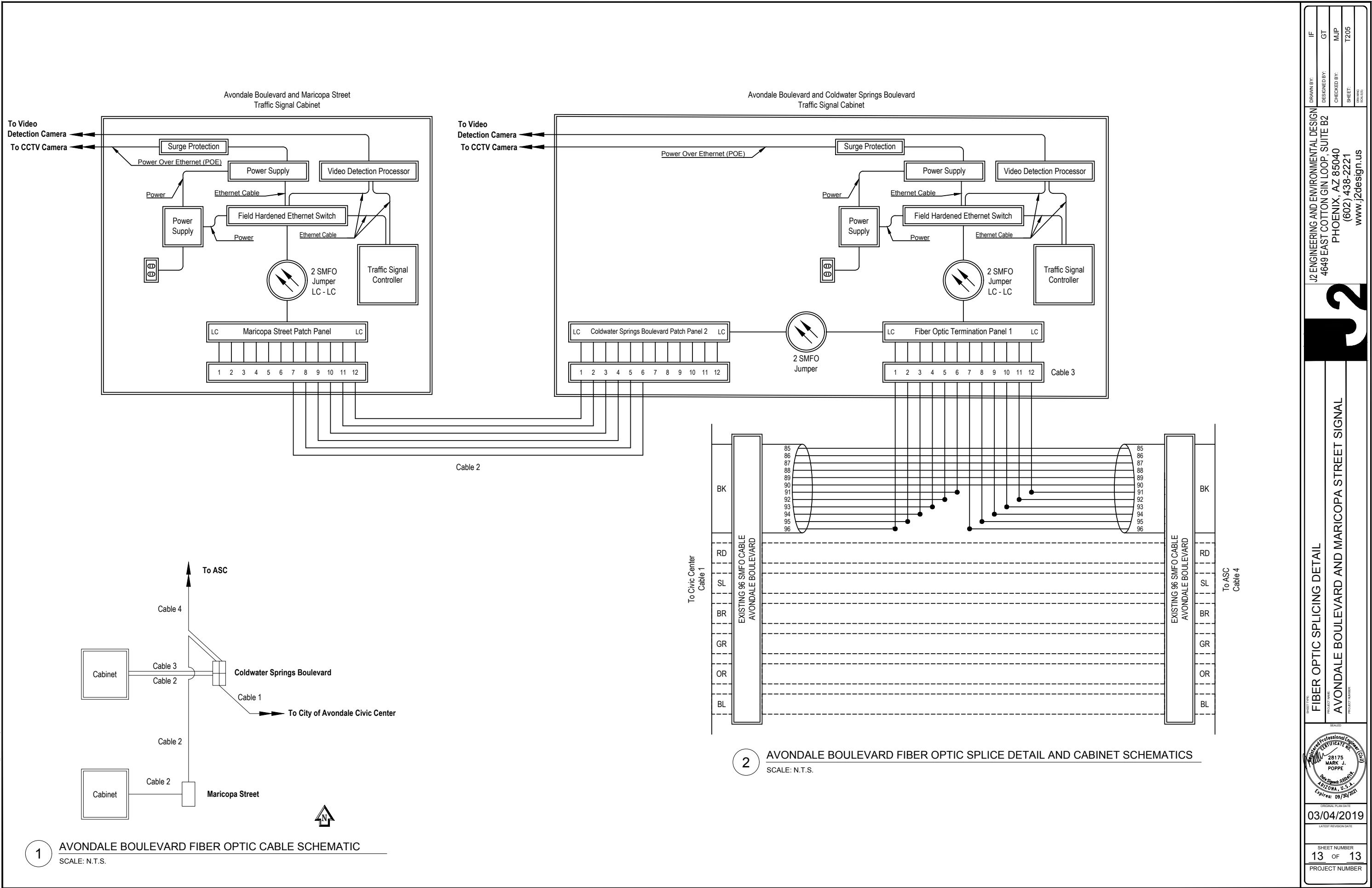
POLE COLOR CODE IMSA CABLE	
POLE LOCATION	COLOR
CONTROLLER CORNER	RED
FIRST POLE CLOCKWISE	WHITE
SECOND POLE CLOCKWISE	BLUE
THIRD POLE CLOCKWISE	GREEN



IF	GT	MJP	T203
DRAWN BY:	DESIGNED BY:	CHECKED BY:	SHEET:
J2 ENGINEERING AND ENVIRONMENTAL DESIGN			
4649 EAST COTTON GIN LOOP, SUITE B2			
PHOENIX, AZ 85040			
(602) 438-2221			
www.j2design.us			
CONDUCTOR SCHEDULE			
AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL			
03/04/2019			
SHEET NUMBER 11 OF 13			
PROJECT NUMBER			



2/28/18 P:\171062.001\2Cadd\Sheets\171062_T205.dwg



IF	GT	MJP	T205
J2 ENGINEERING AND ENVIRONMENTAL DESIGN 4649 EAST COTTON GIN LOOP, SUITE B2 PHOENIX, AZ 85040 (602) 438-2221 www.j2design.us			
12			
FIBER OPTIC SPLICE DETAIL AVONDALE BOULEVARD AND MARICOPA STREET SIGNAL			
28175 MARK J. POPPE Arizona, U.S.A. Expires: 09/30/2021			
03/04/2019			
13 OF 13			

EXHIBIT B
TO
INVITATION FOR BIDS NO. EN 19-166

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

Bidder _____ hereby submits for City’s consideration the following product, instead of the specified item, for the above Project.

1.	<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
	_____	_____	_____	_____

Proposed Substitution: _____

Statement indicating why specified product, fabrication or installation cannot be provided, if applicable:

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

2. Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes _____ No _____ If Yes, explain:

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. List differences between proposed substitution and specified item. Include annotated copy of applicable Specification Section.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes _____ No _____ If Yes, explain:

E. What effect does substitution have on other trades? _____

F. Does manufacturer’s warranty of proposed substitution differ from that specified?
Yes _____ No _____ If Yes, explain: _____

G. Will substitution affect progress schedule? Yes _____ No _____ If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?
Yes _____ No _____ If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?
Yes _____ No _____ If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes _____ No _____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

3. The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.
4. The undersigned understands and agrees that the substitution requested, including all supporting data, will only be considered if it is submitted to the City Representative 10 full Days prior to the Bid Deadline. Telegraphic (facsimile) or electronic (email) copies will **not** be considered.

Submitted by:

For City's Use Only:

Signature

☐ Accepted

Print Name

☐ Rejected

Title

Remarks: _____

Company Name

Address

Signature

City, State, Zip Code

Print Name

Date

Telephone No.

Date

EXHIBIT C
TO
INVITATION FOR BIDS NO. EN 19-166

[Price Sheet]

See following pages.

PRICE SHEET

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Materials and/or Services	Unit	Quantity	Unit Price	Total Price
105.30010	As-Built Documentation	LS	1	1,000-	1,000-
105.80010	Construction Staking and Surveying and Layout	LS	1	4,000-	4,000-
107.15000	Community Relations (Allowance)	ALLOW	1	\$5,000.00	\$5,000.00
107.02000	Storm Water Pollution Prevention Plan, Maintenance Permits	LS	1	2,500-	2,500-
109.50010	Miscellaneous Reimbursable (Allowance)	ALLOW	1	\$50,000.00	\$50,000.00
109.09000	Mobilization/Demobilization	LS	1	6,500-	6,500-
401.01000	Traffic Control	LS	1	15,500-	15,500-
321.01330	Asphalt Pavement Per Structural Section No. 1 (3" AC/6" ABC)	SY	111	85-	9,435-
340.01110	Vertical Curb & Gutter Type A Per MAG Standard Detail 220-1	LF	198	25-	4,950-
340.01170	Single Curb, Type A, Per MAG Standard Detail 222	LF	190	21-	3,990-
340.01210	Sidewalk Per MAG Standard Detail 230	SF	1,893	6 ⁵⁰	12,304 ⁵⁰
340.01305	ADA Ramp Per MAG Standard Detail 237-1	EA	8	2,600-	20,800-
340.01600	Concrete Valley Gutter Per MAG Standard Detail 240	SF	1,244	8-	9,952-
350.01315	Remove Existing Asphalt Concrete Pavement	SY	111	30-	3,330-
350.01800	Remove Existing Concrete Curb and Gutter	LF	278	9-	2,502-
350.01900	Remove Existing Concrete Sidewalk, Ramp, Driveway and Slab	SF	1,407	4-	5,628-
350.01920	Remove Existing Valley Gutter	SF	1,244	5 ²⁵	6,531-
350.04000	Removal of Sign, Post and Base	EA	2	210-	420-

Item No.	Description of Materials and/or Services	Unit	Quantity	Unit Price	Total Price
351.46004	Remove and Salvage Street Light Pole	EA	2	420 -	840 -
351.46100	Remove Existing Electrical Junction Box	EA	2	180 -	360 -
351.46150	Relocate Existing Traffic Signal Junction Box	EA	5	540 -	2,700 -
430.01002	Landscape Restoration	LS	1	3,600 -	3,600 -
351.46000	Relocate Existing Sign	EA	1	340 -	340 -
460.02000	Remove Thermoplastic Stripe	LF	1,400	.80 -	1,120 -
460.02110	Remove Thermoplastic Arrow (Left & Right Turn)	EA	4	90 -	360 -
461.01511	Left Turn Arrow Symbol; Preformed	EA	4	360 -	1,440 -
462.01100	100mm (4") White Thermoplastic Traffic Stripe	LF	3,760	.75 -	2,820 -
465.01002	Flat Sheet Aluminum Sign Panel, High Intensity Sheeting	SF	22.5	23 -	517 ⁵⁰ -
464.02000	Perforated Sign Post	LF	11.0	12 -	132 -
464.02001	Perforated Sign Post Foundation, MCDOT Det. 2058	EA	1.0	120 -	120 -
471.61280	Sch. 80 PVC Electrical Conduit, 2" w/1/4" Nylon Pull Rope and #8 Copper	LF	75	25 -	1,875 -
471.61285	Sch. 80 PVC Electrical Conduit, 2-1/2" w/1/4" Nylon Pull Rope and #8 Copper	LF	250	48 -	12,000 -
471.61380	Sch. 80 PVC Electrical Conduit, 3" w/1/4" Nylon Pull Rope and #8 Copper	LF	75	26 -	1,950 -
471.61482	Sch. 80 PVC Electrical Conduit, 2-4" w/1/4" Nylon Pull Rope and #8 Copper	LF	10	36 -	360 -
472.61100	Pole Foundation, Type A	EA	4	700 -	2,800 -
472.61350	Pole Foundation Trombone, Type J or Q	EA	2	6,000 -	12,000 -
472.61450	Pole Foundation Trombone, Type K or R	EA	2	6,600 -	13,200 -
472.62005	Electrical Service Pedestal/UPS Combination Cabinet Foundation	EA	1	1,450 -	1,450 -
472.62120	Electrical Service Pedestal/UPS Combination Cabinet	EA	1	9,800 -	9,800 -

Item No.	Description of Materials and/or Services	Unit	Quantity	Unit Price	Total Price
472.63005	Traffic Signal Controller Cabinet Assembly (Naztec 332) Foundation	EA	1	1,550 -	1,550 -
474.60100	Signal Pole, Type A (12')	EA	4	1,800 -	7,200 -
474.61570	Type Q Trombone Signal Pole w/ 10.7 m (35') Mast Arm & (15') Luminaire Mast Arm- Pickup and Installation Only	EA	2	4,000 -	8,000 -
474.61770	Type R Trombone Signal Pole w/ 16.8 m (55') Mast Arm & (15') Luminaire Mast Arm- Pickup and Installation Only	EA	2	4,200 -	8,400 -
474.63005	Pedestrian Pushbutton & Signs	EA	8	600 -	4,800 -
475.62010	Traffic Signal Controller Unit	EA	1	7,900 -	7,900 -
475.62050	Traffic Signal Control Cabinet Assembly (Type 332 with Cobalt	EA	1	30,000 -	30,000 -
475.62085	Traffic Signal Control Cabinet Power Supply	EA	1	1,560 -	1,560 -
475.83010	Tomar Emergency Vehicle Pre-emption System w/ Confirmation Light	EA	1	9,240 -	9,240 -
476.01100	Traffic Signal Face (Type F)	EA	14	460 -	6,440 -
476.01300	Traffic Signal Face (Type Q)	EA	2	680 -	1,360 -
476.01350	Traffic Signal Face (Type Q-2)	EA	2	600 -	1,200 -
476.62020	Countdown Style Pedestrian Head	EA	8	370 -	2,960 -
476.93040	Traffic Signal Mounting Assembly (Type IV)	EA	4	460 -	1,840 -
476.93050	Traffic Signal Mounting Assembly (Type V)	EA	12	410 -	4,920 -
477.70060	LED Luminaire Major Roadway, Horizontal Mount	EA	4	570 -	2,280 -
477.90060	Internally Illuminated Street Name Sign (City of Avondale)	EA	4	10,000 -	40,000 -
478.01000	Electrical Conductors (New Signal Installation)	LS	1	14,160 -	14,160 -
482.00096	Fiber Optic Splice Enclosure and Fusion Splices	EA	1	3,000 -	3,000 -
482.01112	Single Mode Fiber Optic Cable (12 Fibers)	LF	3,100	360	11,160 -

Item No.	Description of Materials and/or Services	Unit	Quantity	Unit Price	Total Price
483.00040	CCTV Camera Assembly, HD Digital	EA	2	4,190-	8,380-
485.20000	Video Detection (4 Camera System)	EA	2	5,310-	10,620-
486.10050	Field Hardened Ethernet Switch (Furnish and Install)	EA	2	2,950-	5,900
	SUBTOTAL				426,997.
	ALLOWANCES			\$55,000.00	\$55,000.00
	TOTAL CONSTRUCTION COST*				481,997.

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

Company Name: TAC's CONSTRUCTION Corp. Date: MAY 13, 2019

EXHIBIT D
TO
INVITATION FOR BIDS NO. EN 19-166

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

Traffic Signal- Maricopa Street and Avondale Boulevard
EN 19-166



Attach a copy of your Contractor's License to your bid submittal.



Attach a copy of your Business License to your bid submittal.

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.

_____ IMPORTANT NOTICE _____
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Talis Construction Corporation

2342 S McClintock Dr
Tempe, AZ 85282-2674

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH:
08/31/2019

STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Talis Construction Corporation



CONTRACTORS LICENSE NO. 99126

CLASS

A

General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR



11465 W. Civic Center Drive, #270
Avondale, AZ 85323-6808

LICENSE NO: 10553

THIS NONTRANSFERABLE BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE TAX CODE AND IS VALID ONLY WHILE OPERATING UNDER THE HEREIN SPECIFIED NAME AND LOCATION UNTIL EXPIRATION DATE. BUSINESS ACTIVITY MUST BE CONDUCTED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: TALIS CONSTRUCTION CORP.

EXPIRES: 12/31/19

BUSINESS LOCATION: LOCATION OUTSIDE AVONDALE *

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TALIS CONSTRUCTION CORP.
1167 W JAVELINA AVE
MESA AZ 85210-5936

ISSUED BY:
LINDSEY DUNCAN
City of Avondale
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803



STATE OF ARIZONA
OFFICE OF THE REGISTRAR }ss.

STATE OF ARIZONA

LICENSE No. 299126

Office of the Registrar of Contractors
To All Whom It May Concern:

This is to Certify That

TALIS CONSTRUCTION CORPORATION (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors on the 9TH day of SEPTEMBER in the year of our Lord One Thousand
Nine Hundred and 93, duly licensed and admitted to engage in and pursue the business of

A-
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, this 9TH day of SEPTEMBER, 19 93.



DIRECTOR

EXHIBIT E
TO
INVITATION FOR BIDS NO. EN 19-166

[References]

See following page(s).

REFERENCES

Traffic Signal- Maricopa Street & Avondale Boulevard EN 19-166

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: City of Mesa
Address 20 N. Main Street
City/State/Zip Code Mesa, AZ 85210
Contact: Brian Border
Telephone Number: 480-644-5544
Date of Contract Initiation: August 14, 2017
Date of Contract Expiration: November 1, 2017
Final Project Cost: \$285,180.48
Project Description: Installation of new Traffic Signal Poles, conduit, removal of exiting poles,
installation of sidewalk and ADA ramps
2. Company: Maricopa County Department of Transportation
Address 2901 W. Durango Street
City/State/Zip Code Phoenix, AZ 85009
Contact: Bill Grimes
Telephone Number: 602-723-5593
Date of Contract Initiation: April 9, 2018
Date of Contract Expiration: July 23, 2018
Final Project Cost: \$464,946.13
Project Description: Installation of new Traffic Signal, pavement, curb, gutters, sidewalks
ramps, striping, signage
3. Company: City of Goodyear
Address 190 N. Litchfield Road
City/State/Zip Code Goodyear, AZ 85338
Contact: Troy Tobiasson
Telephone Number: 623-693-2661
Date of Contract Initiation: September 24, 2018
Date of Contract Expiration: March 31, 2019
Final Project Cost: \$341,470.00
Project Description: Installation of new Traffic Signals, pedestrian curb ramps, sidewalks,
Cabinets

EXHIBIT F
TO
INVITATION FOR BIDS NO. EN 19-166

[Bid Bond]

See following page.

BID BOND

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, TALIS Construction Corporation (hereinafter called Principal), as Principal, and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Boston, MA, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, Ten Percent of Principal's Bid (Dollars) (\$ 10% of Bid) lawful money of the United States of America, to be paid to the order of the City of Avondale, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

EN 19-166

WHEREAS, the Principal has submitted a bid/proposal for: Traffic Signal - Maricopa Street & Avondale Boulevard

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

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

Witness our hands this 10th day of May 2019.

TALIS Construction Corporation

Principal

Seal

By:

Sandra Gonzalez, CEO

The Ohio Casualty Insurance Company

Surety

Seal

By:

Debbie Clayton, Attorney-In-Fact

Lovitt & Touché, MMA

Agency of Record



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200198-977168**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie Clayton, Frances Farnsworth, Saralyn Seymour, Charles A. Touche, Brian D. Wilder, Andrea T. Windish

all of the city of Tempe state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 
David M. Carey, Assistant Secretary

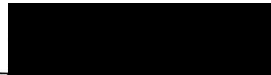
State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

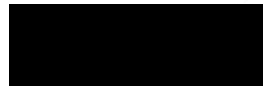
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of May, 2019.



By: 
Renee C. Llewellyn, Assistant Secretary

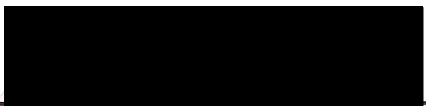
STATE OF ARIZONA

DEPARTMENT OF INSURANCE

*THIS IS TO CERTIFY, THAT THIS
INSTRUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON
FILE WITH THE DEPARTMENT OF
INSURANCE OF THE STATE OF ARIZONA
AND CONSISTS OF 1 PAGE(S)*

HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT

FOR THE DIRECTOR OF INSURANCE THIS 12 MARCH 2019.



AUTHORIZED REPRESENTATIVE

CERTIFICATE No.:

300500



STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, GERMAINE L. MARKS, Director of Insurance of the State of Arizona, do hereby certify that

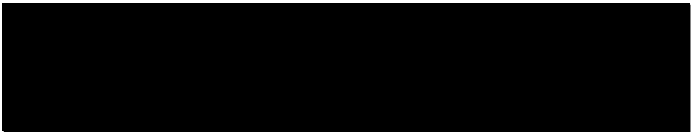
THE OHIO CASUALTY INSURANCE COMPANY
Domiciled in New Hampshire
NAIC NO. 24074

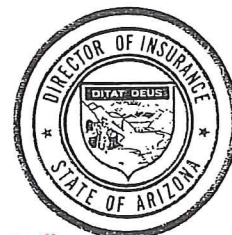
has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2012.


Germaine L. Marks
Director of Insurance



273960

300200

EXHIBIT G
TO
INVITATION FOR BIDS NO. EN 19-166

[Key Personnel/Subcontractor Listing]

See following page.

KEY PERSONNEL/SUBCONTRACTOR LISTING

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:

Personnel/ Subcontractor Name, Contact Information:

Office Support

Chuck Watson, TALIS Construction, 602-989-0434

Superintendent

Ernest Soto, TALIS Construction, 602-319-3764

Striping

Nikki Schultz, Falcon Contracting, 602-944-3614

EXHIBIT H
TO
INVITATION FOR BIDS NO. EN 19-166

[Performance Bond]

See following page.

PERFORMANCE BOND

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT I
TO
INVITATION FOR BIDS NO. EN 19-166

[Payment Bond]

See following page.

PAYMENT BOND

Traffic Signal- Maricopa Street & Avondale Boulevard
EN 19-166

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT J
TO
INVITATION FOR BIDS NO. EN 19-166

[Acknowledgments of Addenda received]

See following page(s).

EXHIBIT J
TO
INVITATION FOR BIDS NO. EN 19-166

[Acknowledgments of Addenda received]

See following page(s).

There is no page following this one for the Acknowledgment of Addendums.
So TALIS will be using this page as the Acknowledgment.
No Addendums received. ✓



May 13, 2019

Chuck Watson



CITY OF AVONDALE
BID TABULATION SHEET
EN19-166 Traffic Signal Maricopa & Avondale
May 13, 2019

ITEM NO.	BID ITEM DESCRIPTION	Unit	Quantity	Talis	
				Unit Price	Extended Price
105.30010	As-Built Documentation	LS	1	\$1,000.00	\$1,000.00
105.80010	Construction Staking and Surveying and Layout	LS	1	\$4,000.00	\$4,000.00
107.15000	Community Relations (Allowance)	ALLOW	1	\$5,000.00	\$5,000.00
107.02000	Storm Water Pollution Prevention Plan, Maintenance Permits	LS	1	\$2,500.00	\$2,500.00
109.50010	Miscellaneous Reimbursable (Allowance)	ALLOW	1	\$50,000.00	\$50,000.00
109.09000	Mobilization/Demobilization	LS	1	\$6,500.00	\$6,500.00
401.01000	Traffic Control	LS	1	\$15,500.00	\$15,500.00
321.01330	Asphalt Pavement Per Structural Section No. 1 (3" AC/6" ABC)	SY	111	\$85.00	\$9,435.00
340.01110	Vertical Curb & Gutter Type A Per MAG Standard Detail 220-1	LF	198	\$25.00	\$4,950.00
340.01170	Single Curb, Type A, Per MAG Standard Detail 222	LF	190	\$21.00	\$3,990.00
340.01210	Sidewalk Per MAG Standard Detail 230	SF	1,893	\$6.50	\$12,304.50
340.01305	ADA Ramp Per MAG Standard Detail 237-1	EA	8	\$2,600.00	\$20,800.00
340.01600	Concrete Valley Gutter Per MAG Standard Detail 240	SF	1,244	\$8.00	\$9,952.00
350.01315	Remove Existing Asphalt Concrete Pavement	SY	111	\$30.00	\$3,330.00
350.01800	Remove Existing Concrete Curb and Gutter	LF	278	\$9.00	\$2,502.00
350.01900	Remove Existing Concrete Sidewalk, Ramp, Driveway and Slab	SF	1,407	\$4.00	\$5,628.00
350.01920	Remove Existing Valley Gutter	SF	1,244	\$5.25	\$6,531.00
350.04000	Removal of Sign, Post and Base	EA	2	\$210.00	\$420.00
351.46004	Remove and Salvage Street Light Pole	EA	2	\$420.00	\$840.00
351.46100	Remove Existing Electrical Junction Box	EA	2	\$180.00	\$360.00
351.46150	Relocate Existing Traffic Signal Junction Box	EA	5	\$540.00	\$2,700.00
430.01002	Landscape Restoration	LS	1	\$3,600.00	\$3,600.00
351.46000	Relocate Existing Sign	EA	1	\$340.00	\$340.00
460.02000	Remove Thermoplastic Stripe	LF	1,400	\$0.80	\$1,120.00
460.02110	Remove Thermoplastic Arrow (Left & Right Turn)	EA	4	\$90.00	\$360.00
461.01511	Left Turn Arrow Symbol; Preformed	EA	4	\$360.00	\$1,440.00
462.01100	100mm (4") White Thermoplastic Traffic Stripe	LF	3,760	\$0.75	\$2,820.00
465.01002	Flat Sheet Aluminum Sign Panel, High Intensity Sheeting	SF	22.5	\$23.00	\$517.50
464.02000	Perforated Sign Post	LF	11	\$12.00	\$132.00
464.02001	Perforated Sign Post Foundation, MCDOT Det. 2058	EA	1	\$120.00	\$120.00
471.61280	Sch. 80 PVC Electrical Conduit, 2" w/1/4" Nylon Pull Rope and #8 Copper Wire	LF	75	\$25.00	\$1,875.00
471.61285	Sch. 80 PVC Electrical Conduit, 2-1/2" w/1/4" Nylon Pull Rope and #8 Copper Wire	LF	250	\$48.00	\$12,000.00
471.61380	Sch. 80 PVC Electrical Conduit, 3" w/1/4" Nylon Pull Rope and #8 Copper Wire	LF	75	\$26.00	\$1,950.00
471.61482	Sch. 80 PVC Electrical Conduit, 2-4" w/1/4" Nylon Pull Rope and #8 Copper Wire	LF	10	\$36.00	\$360.00
472.61100	Pole Foundation, Type A	EA	4	\$700.00	\$2,800.00
472.61350	Pole Foundation Trombone, Type J or Q	EA	2	\$6,000.00	\$12,000.00
472.61450	Pole Foundation Trombone, Type K or R	EA	2	\$6,600.00	\$13,200.00
472.62005	Electrical Service Pedestal/UPS Combination Cabinet Foundation	EA	1	\$1,450.00	\$1,450.00
472.62120	Electrical Service Pedestal/UPS Combination Cabinet	EA	1	\$9,800.00	\$9,800.00
472.63005	Traffic Signal Controller Cabinet Assembly (Naztec 332) Foundation	EA	1	\$1,550.00	\$1,550.00
474.60100	Signal Pole, Type A (12')	EA	4	\$1,800.00	\$7,200.00
474.61570	Type Q Trombone Signal Pole w/ 10.7 m (35') Mast Arm & (15') Luminaire Mast Arm- Pickup and Installation Only	EA	2	\$4,000.00	\$8,000.00
474.61770	Type R Trombone Signal Pole w/ 16.8 m (55') Mast Arm & (15') Luminaire Mast Arm- Pickup and Installation Only	EA	2	\$4,200.00	\$8,400.00
474.63005	Pedestrian Pushbutton & Signs	EA	8	\$600.00	\$4,800.00
475.62010	Traffic Signal Controller Unit	EA	1	\$7,900.00	\$7,900.00
475.62050	Traffic Signal Control Cabinet Assembly (Type 332 with Cobalt Controller)	EA	1	\$30,000.00	\$30,000.00
475.62085	Traffic Signal Control Cabinet Power Supply	EA	1	\$1,560.00	\$1,560.00
475.83010	Tomar Emergency Vehicle Pre-emption System w/ Confirmation Light	EA	1	\$9,240.00	\$9,240.00
476.01100	Traffic Signal Face (Type F)	EA	14	\$460.00	\$6,440.00
476.01300	Traffic Signal Face (Type Q)	EA	2	\$680.00	\$1,360.00
476.01350	Traffic Signal Face (Type Q-2)	EA	2	\$600.00	\$1,200.00
476.62020	Countdown Style Pedestrian Head	EA	8	\$370.00	\$2,960.00
476.93040	Traffic Signal Mounting Assembly (Type IV)	EA	4	\$460.00	\$1,840.00
476.93050	Traffic Signal Mounting Assembly (TypeV)	EA	12	\$410.00	\$4,920.00
477.70060	LED Luminaire Major Roadway, Horizontal Mount	EA	4	\$570.00	\$2,280.00
477.90060	Internally Illuminated Street Name Sign (City of Avondale)	EA	4	\$10,000.00	\$40,000.00
478.01000	Electrical Conductors (New Signal Installation)	LS	1	\$14,160.00	\$14,160.00
482.00096	Fiber Optic Splice Enclosure and Fusion Splices	EA	1	\$3,000.00	\$3,000.00
482.01112	Single Mode Fiber Optic Cable (12 Fibers)	LF	3,100	\$3.60	\$11,160.00
483.00040	CCTV Camera Assembly, HD Digital	EA	2	\$4,190.00	\$8,380.00
485.20000	Video Detection (4 Camera System)	EA	2	\$5,310.00	\$10,620.00
486.10050	Field Hardened Ethernet Switch (Furnish and Install)	EA	2	\$2,950.00	\$5,900.00
	GRAND TOTAL:				\$426,997.00

Calculation/ Extension Error: Allowances counted twice on price sheet.

Procurement Administrator



CITY COUNCIL REPORT

SUBJECT: Construction Manager at Risk Agreement with Core Construction, Inc. for the Police Property and Evidence Room Expansion Project

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to award a Construction Manager at Risk contract to Core Construction, Inc. for construction of the Police Property and Evidence Room expansion project, authorize payment in the amount of \$77,968 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved the expansion of a Property and Evidence Room at the Avondale Police Department Headquarters located on the City Hall Campus and directed staff to move forward with the design and construction of that facility. A dedicated Project Manager, Abacus Project Management, Inc., was retained to manage the day-to-day project management services associated with this project.

On January 09, 2019, the City let a Request for Statement of Qualifications (RFQ) for the design phase of this facility and the design contract was ultimately awarded by City Council to Architekton on March 25, 2019.

DISCUSSION:

On March 27, 2019 the City let RFQ PD 19-089 seeking a licensed and qualified Construction Manager at Risk (CMAR) to perform pre-construction and construction services for this project. Bids were due on April 17, 2019. Four firms submitted statements of qualifications (SOQ) and an evaluation panel was convened to assess the SOQ's. Through this qualification process, Core Construction, Inc. (Core) was selected to provide CMAR services for this project.

Staff is seeking to award the pre-construction services phase of the CMAR services to Core in an amount not to exceed \$77,968.00. The pre-construction services shall include the following:

- Provide detailed cost models
- Complete constructability reviews
- Provide QA/QC and options for logistics and potential schedule impacts

- Prepare comprehensive Subcontractor selection Plan
- Prepare Guaranteed Maximum Price (GMP) for construction

It is currently anticipated that Staff will come before Council once more on this project to award the final GMP for physical construction.

STRATEGIC PLAN ALIGNMENT

Initiative:

Foster Sustainable Community Development

Goal:

Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

Objective:

Procure and work with a Construction Manager at Risk to deliver pre-construction and construction services for the Police Property and Evidence Room.

BUDGET IMPACT:

Funding for this agreement is available in Capital Improvement Program budget 308-1161-00-8200, Property and Evidence Room.

RECOMMENDATION:

Staff recommends that the City Council approve a Construction Manager at Risk contract with Core Construction, Inc. for the construction of the Police Property and Evidence Room expansion, authorize payment in the amount of \$77,968.00 for pre-construction services and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.**

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Agreement”) is made June 03, 2019, by and between the City of Avondale, an Arizona municipal corporation (the “City”), and Core Construction, Inc., a/n Arizona corporation (the “Construction Manager”), for design phase review and complete construction services related to the Avondale Police Property and Evidence Room Expansion, located at 11485 Civic Center Drive in Avondale Arizona and other items as deemed necessary by the City (the “Project”). The City and the Construction Manager are referred to herein individually as a “Party” and collectively as the “Parties.”

**ARTICLE 1
GENERAL**

1.1 Project Summary. The Construction Manager shall perform all pre-construction services set forth in Article 2 below (the “Pre-Construction Services”) and, subject to Section 1.2 below, management and construction services set forth in Article 4 below (the “Construction Services”) (the Pre-Construction Services and the Construction Services are collectively referred to as the “Services”), including providing all material, equipment, tools and labor necessary to complete the Work (as defined below) described herein and reasonably inferable from the Contract Documents (as defined below), including the upgrades and improvements to be encompassed in the Project. The Construction Manager will also coordinate with and provide comments to Architekton (the “Project Designers”) to ensure that the Project design is constructible within the established budget.

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) review of the Project Designers’ Construction Documents pursuant to Section 2.2 below and (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the “Pre-Construction Phase General Services”). The Construction Manager shall be compensated on an hourly basis, at the agreed-upon hourly rates and a stipulated not-to-exceed total fee, for the Pre-Construction Services as set forth in Section 7.1 below, provided that such services may extend through the construction phase for various components of the Project. At the point in the Pre-Construction Services as determined by the City, the City may, in its sole discretion, request that the Construction Manager submit a proposal for a guaranteed maximum price (“GMP”) for construction of the Project, which may be submitted as a single GMP or as multiple GMPs at the City’s sole discretion. The Construction Manager shall prepare and submit the GMP Proposals pursuant to Article 3 below. If the City and the Construction Manager agree upon the respective GMP Proposals, the Construction Manager shall furnish, with respect to each GMP Proposal (A) such environmental investigation services as applicable pursuant to Section 2.1 below and (B) the Construction Services set forth in Article 4 below. If the City and the Construction Manager

cannot, after good faith efforts, agree on the GMP, the City may, in its sole discretion, terminate this Agreement (subject to the terms and conditions set forth in Section 12.2 below).

1.3 Definitions.

A. “Additional Services” means services not initially included as part of the Work, but which are later identified as necessary or desirable by the City, as more fully described in Section 4.17 below.

B. “Applicable Law” means any law, rule, code, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by, any governmental body having jurisdiction, applicable or relating to the design, permitting, construction, equipping, financing, ownership, possession, or any other transaction or matter contemplated hereby relating to the design and construction of the Project.

C. “Change Directive” means a written order prepared and signed by the City and the Construction Manager, approving a change in the Work that does not require an adjustment in the Contract Price or the Contract Time.

D. “Change Order” means a contract amendment issued after execution of this Agreement or future GMP Amendments signed by the City, Construction Manager and other parties, as may be required or appropriate, agreeing to an addition, deletion or revision in the scope of Work, an adjustment to the Contract Price, an adjustment to the Contract Time or other modifications to Contract terms.

E. “City’s Contingency” means a fund used at the discretion of the City, usually for costs that result from City-directed changes.

F. “Construction Documents” means the plans, Specifications and drawings prepared by the Project Designers after correcting for permit review requirements, and as approved by the City Manager or authorized designee. The Construction Documents, once approved by the City as 100% complete, shall be attached hereto as Exhibit A and incorporated herein by reference.

G. “Construction Fee” means the portion of Construction Manager’s compensation not related to Direct Construction Costs, as set forth in Subsection 3.4 below.

H. “Contract Documents” means all of the following:

1. Change Orders and written amendments to this Agreement, including the amendments, if any, relating to the respective GMPs (the “GMP Amendments”), signed by both the City and the Construction Manager, attached hereto as Exhibit B and incorporated herein by reference.

2. This Agreement.

3. The Construction Documents.

4. The Construction Manager's Guaranteed Maximum Price Proposals (the "GMP Proposals"), attached hereto as Exhibit C and incorporated herein by reference, including but not limited to:

a. The Construction Manager's proposed scope of services and fee breakdown for each GMP Proposal (the "Scope").

b. The Master Schedule relating to the applicable Scope developed in accordance with Subsection 2.3(C) below and updated as set forth in this Agreement, attached hereto as Exhibit D and incorporated herein by reference.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

I. "Contract Price" means the total compensation to be paid to the Construction Manager, as more fully described in Article 7 below.

J. "Contract Time" means the Days, as set forth in Article 6, indicating the period of time, including authorized adjustments, allotted in the Contract Documents to achieve Substantial Completion of the Work.

K. "Cost Model" means the detailed cost information for the Project as described in Subsection 2.3(D) below.

L. "Cost of the Work" means the portion of Direct Construction Costs necessarily incurred by the Construction Manager in the proper performance of the Work as more specifically set forth in Section 3.3(B) below.

M. "Critical Path" means the sequence of activities from the start of the Work to Substantial Completion of the Project for which any delay in the completion of these activities will delay achieving Substantial Completion.

N. "Day(s)" means calendar day(s) unless otherwise specifically noted in the Contract Documents.

O. "Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (1) materially differ from the conditions indicated in the Contract Documents or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized in the area of the Site as inherent in the Work.

P. "Direct Construction Costs" means General Conditions Costs and Cost of the Work as set forth in Section 3.3 below.

Q. "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

R. “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney’s fees, that are incurred at any time as a result of the existence of Environmental Conditions upon, about or beneath the Project Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site.

2. Fees incurred for the services of attorneys, consultants, the Construction Manager, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Environmental Conditions or violation of Environmental Requirements.

3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in Subsections 1.3(R)(1) and (2) above.

S. “Environmental Requirements” means all applicable laws, statutes, regulations, rules, ordinances, common law codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States, the State of Arizona, Maricopa County and all applicable, judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1. (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) (42 U.S.C. § 9601, *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (b) defined as a “regulated substance” within the meaning of Subtitle I of the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6691 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (d) the Clean Air Act (42 U.S.C. § 7401 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (e) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); (f) Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*); (g) the Solid Waste Disposal Act (42 U.S.C. § 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; or (h) defined as “hazardous”, “toxic”, or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

2. Asbestos or asbestos-containing materials.

3. All requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges,

releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

4. All requirements pertaining to the protection of the health and safety of employees or the public.

T. “Final Completion” means completion of the Project, including Punch List items, by the Construction Manager in accordance with the Contract Documents, certified to the City by the Construction Manager.

U. “Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

V. “General Conditions Costs” means a portion of the costs incurred by Construction Manager during the construction phase, as set forth in Section 3.3(A) below.

W. “Hazardous Materials” means any substance as defined under Environmental Requirements including:

1. The presence of which requires notification, investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.

2. Which is or becomes defined as a “hazardous waste”, “hazardous substance”, pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto.

3. Which is petroleum, petroleum products, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; and, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing.

4. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.

5. The presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site.

6. The presence of which on adjacent properties could constitute a trespass by the Construction Manager or the City.

X. “Master Schedule” is defined as set forth in Subsection 2.3(C) below.

Y. “Project Record Document(s)” means the document(s) created pursuant to Section 4.12.

Z. “Punch List” means that list of items provided by City to the Construction Manager at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by the Construction Manager after Substantial Completion.

AA. “Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the Construction Manager or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

AB. “Site” means the land or premises on which the Project is located.

AC. “Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

AD. “Subcontractor” means a person or entity employed or engaged by the Construction Manager or any person or entity directly or indirectly in privity with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include any separate contractor employed by the City.

AE. “Substantial Completion” means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding, concurrent construction at the Site, except as may be required to complete or correct Punch List items.

AF. “Underground Storage Tank” shall have the definition assigned to that term by § 9001 of RCRA, 42 U.S.C. § 6991, as amended, and also shall include: (1) any tank of 1,100 gallons or less capacity used for storing motor fuel; (2) any tank used for storing heating oil for consumption on the premises where stored; (3) any tank used for storing waste oil; (4) any septic tank; and (5) any pipes with oil dispensers connected to items listed in clauses 1.3(AA)(1) and 1.3(AA)(2) above.

AG. The “Work” means, collectively, the (1) environmental investigation set forth in Section 2.1 below, (2) Review of Construction Documents and design remedies set forth in Section 2.2 below, (3) Pre-construction Phase General Services set forth in Section 2.3 below, (4) Construction Services provided in accordance with Article 4 below, if applicable, (5) Additional Services that may be provided pursuant to an approved Change Directive or Change Order in accordance with Article 8 below and (6) other services that are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

1.4 Cooperative Relationship. The City and the Construction Manager agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, but without sacrificing quality. The City and the Construction Manager agree to consider design modifications and alternative materials or equipment if necessary to permit the Project to be constructed by the dates of Substantial Completion and Final Completion, as established by the mutually-agreed-upon Master Schedule attached hereto.

1.5 City Representations.

A. Project Designer Selection. The City has contracted separately with the Project Designers to provide engineering and design for the Project.

B. City's Project Manager. City has either designated a City staff member to act as City's Project Manager and/or has contracted separately with a person, firm or corporation to act as City's Project Manager. The City's Project Manager has no design responsibilities of any nature. None of the activities of City's Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by the Construction Manager, the Project Designers or sub-consultants. All instructions by the City relating to this Agreement will be issued or made through the City's Project Manager. All communications and submittals of Construction Manager to the City shall be issued or made through the City's Project Manager unless the City or the City's Project Manager shall otherwise direct. The City's Project Manager shall not unreasonably withhold approval for the Construction Manager to communicate directly with other City officials or the Project Designers. Throughout the term of this Agreement the City's Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Construction Manager and to call periodic conferences to be attended by the Construction Manager and the Construction Manager's Subcontractors.

C. Limited Project Management. None of the City's project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.

D. No Third Party Relationships. The Construction Manager assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the Construction Manager.

E. Requests for Information. The City shall examine requests for information/direction submitted by the Construction Manager and shall render decisions thereto promptly. The City shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work (1) in cooperation with the Construction Manager, (2) consistent with this Agreement and (3) in

accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the City.

F. Notice to Construction Manager of Defect. If the City, or other delegated representative, observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the delegated representative shall provide notice to the City and, upon receipt of the City, shall give written notice thereof to the Construction Manager.

G. Approvals. The City shall secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the Project.

H. Communication. The City, its representatives and consultants shall communicate with the Subcontractors only through the Construction Manager unless otherwise directed or permitted by the Construction Manager.

I. Notices. The City shall send to the Construction Manager, and shall require the Project Designers to send to the Construction Manager, copies of all notices and communications sent to or received by the City or the Project Designers relating to the Construction Manager's Services with respect to the Project.

1.6 Construction Manager Representations.

A. Standards. The Construction Manager shall provide the professional management and construction services for the Project in accordance with the terms and conditions of this Agreement. The Construction Manager covenants with the City to furnish its skill and judgment with due care and in accordance with the highest standards of its profession and with Applicable Law in effect on the date of this Agreement or as subsequently amended.

B. Subcontractor Selection Program. In conjunction with its response to the City's RFQ, the Construction Manager submitted to the City a written procedure in conformance with ARIZ. REV. STAT. § 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as Exhibit E and incorporated herein by reference. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Construction Manager shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager's failure to appropriately select its Subcontractors. Additionally, as part

of the Construction Manager's submittal of any GMP Proposal under this Agreement, the Construction Manager shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Construction Manager shall provide to the City a list of the proposed key project personnel of the Construction Manager and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the City. Such key personnel and consultants shall be satisfactory to the City and shall not be changed except with the consent of the City. The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the Services described in this Agreement. If the City objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to the City. Additionally, the City shall have the right to request that the Construction Manager personnel be removed from the Project if, in the City's sole discretion, such personnel are detrimental to the Project delivery process. Upon receipt of such request, the Construction Manager shall remove such personnel unless the Construction Manager can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel with similarly qualified personnel. The City's approval of substituted personnel shall not be unreasonably withheld.

D. Site Conditions. The Construction Manager represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work related to the Project, and that it has investigated and satisfied itself as to the general and local conditions and constraints that are applicable to the Work such as (1) conditions bearing on transportation, disposal, handling and storage of materials, (2) the availability of labor, water, power and roads, (3) normal weather conditions, (4) observable physical conditions at the Site, (5) the surface conditions of the ground and subsurface conditions investigated per Article 2.1A and (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Construction Manager encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface and subsurface investigation per Article 2.1A by the Construction Manager on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then the Construction Manager shall give notice to the City promptly before conditions are disturbed and in no event later than seven Days after the first observance of the conditions if a Change Order is contemplated by the Construction Manager due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may entitle the Construction Manager to an equitable adjustment in the applicable GMP or schedule pursuant to the Change Order provisions set forth in Article 8 below.

1.7 City and Subcontractors. The City will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with (A) the applicable provisions of this Agreement and (B) Applicable Law, including, but not limited to, the requirements of ARIZ. REV. STAT. § 34-603(N) relating to inclusion of the Project's physical location in all subcontracts.

1.8 Construction Manager to Other Project Participants. In providing the Services described in this Agreement, the Construction Manager shall endeavor to maintain a working relationship with the Project Designers. The Construction Manager's cost estimating, constructability analysis and design collaboration are critical to the successful design within the existing budget. The Project Designers are solely responsible for the Project design and shall perform in accordance with their respective agreements with the City. Nothing in this Agreement shall be construed to mean that the Construction Manager is responsible for the design of the Project or that the Construction Manager assumes any of the contractual or customary responsibilities or duties of the Project Designers or any other persons or parties not specified by this Agreement; provided, however, that the Construction Manager shall provide comment and input as described above and as with respect to the Project Designers' designs as set forth in Section 2.2 below.

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Agreement.

B. Confidentiality. The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Agreement is confidential and proprietary information belonging to the City.

C. Use of Data. The Construction Manager will not divulge data to any third party without prior, written consent of the City. The Construction Manager will not use the data for any purposes except to perform the Services required under this Agreement. These prohibitions will not apply to any of the following data, provided the Construction Manager has first given the required notice to the City:

1. Data that was known to the Construction Manager prior to its performance under this Agreement, unless such data was acquired in connection with work performed for the City.

2. Data that was acquired by the Construction Manager in its performance under this Agreement, and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence.

3. Data that is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.

D. Disclosure Notice. In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction

Manager became privy as a result of any other contract with the City, the Construction Manager will first notify the City as set forth in this section of the request or demand for the data. The Construction Manager will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

E. Return After Completion. The Construction Manager, unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this Section, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Agreement.

F. Construction Manager Responsible. The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Construction Manager, its employees, agents or Subcontractors. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

ARTICLE 2

PRE-CONSTRUCTION SERVICES

2.1 Design Phase Services.

A. Discovery. The CMAR shall review the Phase I Report, the Geotechnical report, the site concept diagram, utilities information and other information available for the selected site. After reviewing the available documentation and information, the CMAR shall perform a site visit to confirm the site feasibility. The CMAR shall perform subsurface investigation of utilities utilizing, including but not limited to, potholing, utility locating detection, video camera, ground penetrating radar, etc. of existing utilities impacted by project. Any findings or site attributes that may impact the construction and occupation of the Resource Center shall be reported to the City.

B. Collaboration. The CMAR's collaboration with the design team is critical to the success of the design and the resulting construction and, as such, shall be provided by the CMAR in a constructive and cooperative fashion.

C. Constructability Analysis. The CMAR shall provide design review and evaluation of systems, components, finishes and features as necessary to optimize the design and achieve the quality, safety and environmental goals within the project budget.

D. Estimating Notice; Permitting. The CMAR shall provide costs estimates based on the documents and specifications provided by the Design consultant weekly, or at the time of or as a result of substantive design changes.

E. City Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made pursuant to Section 14.18 below, the City shall indemnify, defend and

hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the “Construction Manager Indemnitees”), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

F. Hazardous Materials. The Construction Manager shall not bring Hazardous Materials to the Site and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

G. Construction Manager Indemnity. The Construction Manager shall indemnify, defend and hold harmless the City, its agents, representatives, officers and employees for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.2 Review of Construction Documents; Design Remedies.

A. Program Evaluation. The Construction Manager will provide to the City a written evaluation of the City’s proposed Project and Project budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving the City’s goal for the Project.

B. Design Document Review. The Construction Manager shall assist the City in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Construction Manager’s first review of the Construction Documents shall occur at the 30% stage of the design for each component of the Project as designated by the City and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Construction Manager recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Construction Manager shall immediately notify the City in writing, describing the apparent violation or inadequacy.

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals and/or the Master Schedule.

2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The Construction Manager will be responsible for the time

and cost required to obtain such additional investigations, except as otherwise provided by specific Additional Services.

3. The Construction Manager will meet with the Project team as required to review designs during their development. The Construction Manager will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The Construction Manager will proactively advise the Project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The Construction Manager will also advise the Project team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Construction Documents. The Construction Manager will recommend cost effective alternatives.

C. Constructability and Bidability Reviews. The Construction Manager will conduct constructability and bidability reviews of the Construction Documents. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and suppliers. The Construction Manager shall provide the City with a written report containing, at a minimum, (i) a summary of the research and analysis conducted, (ii) a detailed description of any constructability issues or challenges and (iii) recommendations for correcting any constructability issues or challenges.

1. Constructability Review. The Construction Manager will evaluate whether (a) the Construction Documents are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Construction Documents, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Construction Documents are practicable, and (g) the design has taken into consideration, efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to Differing Site Conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

3. Reports. The results of the reviews will be provided to the City in written reports clearly identifying all discovered discrepancies and inconsistencies in the Project, plans and Specifications with notations and recommendations made on the plans, Specifications and other Construction Documents. If requested by the City, the Construction Manager will meet with the City's Project Manager and Project Designers to discuss any findings and to review reports.

D. Notification of Variance or Deficiency. Construction Manager is responsible for assisting the Project Designers in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Project Designers and City in writing, describing the apparent variance or deficiency.

E. Value Analysis. The Construction Manager shall make recommendations to the City and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project into contracts for various categories of the Work. Construction Manager shall evaluate all design options to provide value analysis services and cost savings recommendations to the City. The Construction Manager shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Construction Manager shall submit to the City and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost studies, (3) a formal report to the design team, (4) a final written analysis study document and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. The City will decide which alternatives will be incorporated into the Project. The Project Designers will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Construction Manager will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager's assistance in reviewing the Project design, Construction Documents and in making recommendations as provided herein is only for the purpose of providing advice to the City. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

2.3 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Construction Manager will meet with the City, the Project Designers and all the other Project stakeholders to fully understand the program, the Construction Documents and all other aspects of the Project. The Construction Manager shall attend the regularly scheduled meetings with the City and the Project Designers to advise the City on matters of Site use, improvements, selection of materials, building methods, construction details, building systems, equipment, phasing and sequencing.

1. The Construction Manager will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Construction Manager will promptly notify the City in writing whenever the Construction Manager determines that any Construction Documents are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Cost Model, Master Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2. The Construction Manager, when requested by the City or at its own initiative, if sanctioned by the City, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The Construction Manager will assist the Project Designers in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the "Management Plan"), that will detail, but not necessarily be limited to, the Construction Manager's determinations concerning: (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member's responsibilities and roles related to the Services; and (k) construction security.

2. Maintaining Plan. The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Construction Manager's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and

subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Project Designers or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the City.

C. Schedule Development. In accordance with the Management Plan, the Construction Manager shall prepare a master schedule for the Project (the “Master Schedule”). In preparing the Master Schedule, the Construction Manager shall establish: (i) detailed Critical Path Method (“CPM”) schedules for the pre-construction/design phase and the construction phase of the Project with concurrence of the City and the Project Designers, (ii) monitor the Project schedules during the pre-construction phase and ensure that the Master Schedule is updated as necessary and advise the City of any schedule deficiencies. The Construction Manager shall utilize Microsoft Project scheduling software to prepare, provide and maintain the detailed CPM schedules unless the City requests use of a different scheduling product.

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Construction Manager will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule’s activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below). The Master Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the Master Schedule.

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of the City’s Project Manager, Project Designers and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, schematic design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by the City. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project team, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, City’s occupancy requirements showing portions of the Project having

occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

3. The Master Schedule will be updated and maintained by the Construction Manager with assistance from the Project team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Master Schedule for use by the Project team, whenever required, but no less often than monthly; provided, however, that no such changes shall alter the date of Substantial Completion without the City's prior, written approval. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

4. Prior to transmitting Contract Documents to Subcontractors, the Construction Manager shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Construction Manager shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Construction Manager to each Subcontractor, the Construction Manager shall inform each Subcontractor of the requirements for the preparation of the Master Schedule. Each Subcontractor shall prepare its own Subcontractor construction schedule in accordance with the requirements of the Contract Documents.

D. Cost Models; Cost Estimates and Schedule of Values. The Construction Manager shall provide the City with detailed cost information for all aspects of the Project. Each cost model will contain a detailed estimate of the direct cost (including materials, labor and equipment) pertaining to each aspect of the Project along with the cost of the contract bonds, the cost of the Project's required insurance, the cost of all applicable taxes, Construction Manager's general conditions, Construction Manager's fee and the amount of Construction Manager's Contingency and shall be consistent with such requirements as determined by the City or the Project Designers. The individual aspect cost models shall be collectively referred to as the "Cost Model."

1. As soon as practical during the conceptual design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager's experience in performing similar work, develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager's best representation of the complete functional Project's construction costs. The Construction Manager will communicate to the Project team any assumptions made in preparing the Cost Model. The Cost Model will support the Construction Manager's construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited: (a)

allowances for potential additional quantities and/or additional Work that the City may require, and (b) any costs related to investigations described in Subsection 2.1.

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Construction Manager will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of Construction Documents made available at the specified design milestone. The City's Project Manager, Project Designers and the Construction Manager will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are: conceptual design completion, schematic design completion, and detailed design completion at 30%, 60%, 90% and 100%. If no consensus is reached, the City will make the final determination. If the Project team requires additional updates of the Cost Model beyond that specified in this Subsection, the Construction Manager will provide the requested information in a timely manner.

3. If, at any point, the estimate submitted to the City exceeds previously-accepted estimates or other key aspects of the Cost Model or the City's Project budget, the Construction Manager will make appropriate recommendations to the City's Project Manager and Project Designers on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project budget.

4. Near completion of the 60% detailed design review and included with the associated report, the Construction Manager will also submit to the City for review and approval a "Schedule of Values" which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted preliminary Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the Management Plan and the Construction Manager's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining Construction Manager's Contingency (as defined in Subsection 3.3(D)(1) below) allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed Construction Documents and (e) material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for pre-construction services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

5. The Construction Manager will submit to the City a final Schedule of Values based on the 100% detailed design set of Construction Documents for the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

6. Upon request by the City, the Construction Manager will submit to the City a cash flow projection for the Project based on the current updated/revised Master Schedule and the anticipated level of payments for the Construction Manager during the pre-construction and construction phases. In addition, if requested by the City and based on information provided by the City, the Construction Manager will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

E. Traffic Control/Sequencing Plans. The Construction Manager shall provide the City with (1) a detailed traffic control plan, in accordance with Subsection 4.5(R) below and (2) construction sequencing plans. Upon approval by the City, the traffic control plan and the construction sequencing plan shall be attached hereto as Exhibit F and incorporated herein by reference.

F. Phasing; Long Lead Procurement. The Construction Manager shall review the Construction Documents and make recommendations to the City with respect to the phase issuance of the Construction Documents to facilitate phased construction of the Work, if appropriate. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost. The Construction Manager may also recommend to the City and to the Project Designers a list and a schedule for purchasing items necessary for the Project which may require substantial lead time for procurement (the “Long Lead Items”), which may be separately procured by the City or included as a separate GMP in this Agreement, at the discretion of the City. The Construction Manager shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Construction Manager shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Construction Manager shall provide the City with written plans for the pre-qualification of Subcontractors (according to the Subcontractor Selection Program), subcontract bid packages, project safety, quality control, owner training and commissioning. The Construction Manager will prepare and submit monthly pay applications to the City for work performed during the specific payment period for the pre-construction phase of the Project.

ARTICLE 3 GUARANTEED MAXIMUM PRICE PROPOSAL

3.1 GMP Submittal Process. At the stage of the pre-construction phase services as determined by the City, the Construction Manager shall, if requested by the City, submit a GMP Proposal, which shall be the sum of the estimated Cost of the Work relating to completion of the Scope for the Project and the Construction Fee relating to the Project based upon the most-current version of the Cost Model. Each GMP Proposal shall include, in the Cost of the Work, those taxes that are applicable at the time the GMP is established. Each GMP is the total cost of the applicable portion of the Project including the cost of labor, equipment, supplies, materials, services and

allowances to complete the applicable portion of the Project. The cost data is directly correlated to the specific Construction Documents in existence at the time each GMP Proposal is prepared. The assumptions used in the preparation of the GMP Proposal shall be identified by the Construction Manager as part of the GMP Proposal. In submitting this proposal, Construction Manager represents that:

A. Document Review. Construction Manager has examined and carefully studied the Contract Documents for the construction phase, including all addenda.

B. Site Visit. Construction Manager has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Laws and Regulations. Construction Manager is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, performance and furnishing of the Work, including, but not limited to, ARIZ. REV. STAT. § 42-5075(P), which applies to the Project contemplated within this Agreement.

D. Reports; Subsurface Conditions. Construction Manager has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents for the construction phase. Construction Manager acknowledges that such new reports may not be complete for Construction Manager's purposes. Construction Manager acknowledges that City and Project Designers do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the Site. Construction Manager has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Construction Manager and safety precautions and programs incident thereto. Construction Manager does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.

E. Work by Others. Construction Manager is aware of the general nature of Work to be performed by City and others at the Site that relates to Work for which the GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.

F. Conditions and Plans Correlated. Construction Manager has correlated the information known to Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents for the construction phase.

G. Inconsistencies Resolved. Construction Manager has given Project Designers written notice of all conflicts, errors, ambiguities or discrepancies that Construction Manager has discovered in the Contract Documents for the construction phase and the written resolution thereof by Project Designers is acceptable to Construction Manager, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the GMP Proposal is submitted.

H. No Improper Actions. The proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Construction Manager has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and Construction Manager has not sought collusion to obtain for itself any advantage over any other contractor or over the City.

3.2 Acknowledged Construction Documents. The Construction Manager, in preparing any GMP Proposal, will obtain from the Project Designers three sets of signed, sealed, and dated Construction Documents (including all addenda). The Construction Manager will prepare its GMP Proposal in accordance with the City's requirements and the most-current completed Construction Documents at that time. The Construction Manager will mark the face of each document of each set upon which its GMP Proposal is based. The Construction Manager will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Project Designers.

3.3 Direct Construction Costs. Direct Construction Costs means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Direct Construction Costs include only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

A. General Conditions Costs. Construction Manager is entitled to receive reimbursement for the actual cost of the allowable General Conditions items incurred between issuance of the applicable Notice to Proceed and 30 days after the date scheduled for Substantial Completion. Construction Manager is entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed, or after Substantial Completion, only with prior written approval of the City. "Allowable General Conditions Cost Line Items" are identified below and in Exhibit G, attached hereto and incorporated herein by reference. These items shall be included in the General Conditions Cost amount shown as a line item in the applicable GMP Proposal and as detailed on the Schedule of Values. Items not specifically included below or in Exhibit G will not be allowed as a General Condition Costs.

1. Personnel costs, which include wages paid for Construction Manager's hourly employees and salaries of Construction Manager's salaried personnel when (a) stationed at the field office located at the Site and working on matters directly related to the Project, in whatever capacity employed; (b) engaged on the road expediting the production or transportation of material and equipment; and (c) performing functions

directly related to the Work from the principal or branch office. The project manager's salary may be included in the General Conditions Costs only when the project manager is directly managing the Project. Personnel costs also include the cost of all employee benefits and taxes including but not limited to, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

2. Reasonable transportation, travel and hotel expenses of the Construction Manager's personnel incurred in connection with the Work.

3. Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Site and directly and solely in support of the Work.

4. Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit G. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its recoverable cost under this Contract shall be based on the original cost of the item less its fair market salvage value.

5. Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, provided they are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit G and the City has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the City and shall be in accordance with either the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, or the most-recent rates provided by Equipmentwatch.com, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

6. The aggregate rental cost of any item charged to the City shall not exceed 75% of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds 75% of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to the City upon final completion of the Work or, at the City's option, credit the City with the fair market resale value of the item.

7. Permit and inspection fees paid by Construction Manager where the City is exempt will not be reimbursed by the City.

8. Cost of premiums for normal and customary Construction Manager's Subcontractor default insurance at the rate of 1.25% of the cost of subcontracts and Subcontractor's liability, workman's compensation and builders risk insurance as required pursuant to Article 10 below, which shall be identified as separate line items within the applicable GMP. If the Construction Manager intends to utilize Subcontractor Liability Wrap-up Coverage (Z-25), it will be reimbursed at the rate of 1.5% of the Subcontract amount, and credited from the Subcontractor bids. Commercial General Liability Insurance shall be reimbursed at the rate of 1.1% of the applicable GMP amount; Builders Risk Insurance shall be reimbursed at the rate of 0.47% of the applicable GMP amount; Performance and Payment Bonds shall be reimbursed at 0.76% of the applicable GMP amount. All amounts shall be identified as separate line items within the applicable GMP.

9. Cost of bond premiums to the extent directly attributable to the Project.

10. Governmental transaction privilege sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption, in the form and at the rates legally enacted on the date of the first GMP, whether such taxes are effective or scheduled to go into effect. Such taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by the City as Direct Construction Costs.

B. Cost of the Work. Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of the City's written Notice to Proceed with the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work costs incurred before receipt of the City's written Notice to Proceed. Cost of the Work includes the following:

1. Costs of materials, supplies and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the Work, including transportation charges, to the extent such costs of materials, supplies and equipment are not included in the General Conditions Costs.

2. Costs of removal and disposal in accordance with all applicable laws and regulations of Site debris, non-hazardous substances and waste materials, if not otherwise included in General Conditions.

3. Payments made by Construction Manager to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.

4. Payments earned by Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and approved by the City.

5. Fees and expenses for design services procured by the Construction Manager related to necessary modifications to the Construction Documents.

6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

7. All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office at the Site.

8. All water, power and fuel costs necessary for the Work.

9. Costs incurred due to an emergency affecting the safety of persons and/or property, excluding such costs related to the negligence or willful acts of the Construction Manager or any person or entity for whom the Construction Manager is responsible.

10. All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Contract Price as set forth in Article 7 below, which are reasonably inferable from the Contract Documents as necessary to produce the intended results, subject to the maximum price limitation established by the respective GMP.

11. Costs related to the Construction Manager's safety program related to the Project.

C. Exclusions from General Conditions Costs and Cost of the Work. The General Conditions Costs and Cost of the Work shall not include the following:

1. Any professional fees paid by the City to the Project Designers or other consultants retained directly by the City.

2. Any costs paid directly by the City to Subcontractors or suppliers retained directly by the City and outside the scope of all GMPs.

3. Any additional service costs as defined herein.

4. Any other costs not within the control of the Construction Manager or identified as being not within any GMP.

5. Any fees paid to the Construction Manager except those fees that may be paid to Construction Manager for Pre-construction Phase Services above.

D. Construction Manager's Contingency.

1. The GMP Proposal may include an amount (the “Construction Manager’s Contingency”) to be used in the Direct Construction Costs of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work. The Construction Manager’s Contingency shall be negotiated between the Parties and it shall reflect the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted.

2. Any re-allocation of funds from the Construction Manager’s Contingency to cover increases in the Direct Construction Costs must be approved by the City in advance and in writing, which approval shall not to be unreasonably withheld. In written requests to use the Construction Manager’s Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the basis for any increases in costs resulting in the need to use Construction Manager’s Contingency funds.

3. As the Construction Documents are finalized and the buyout of the Work progresses the Construction Manager’s Contingency amount shall be reduced by mutual agreement of the City and Construction Manager. The buyout shall occur within the first 20% of the construction duration for each Notice to Proceed issued for construction. Should savings occur after the buyout stage, such savings, and related reductions to the Construction Manager’s Contingency amount, will be retained by the City. Construction Manager shall submit open book buyout detail with each Pay Application for approval of the application.

E. Calculation Methods; Audits.

1. The City and the Construction Manager understand and agree that any GMP agreed to under this Project will be administered as a measured quantity/unit price guaranteed not-to-exceed contract. This not-to-exceed amount is defined by the individual work items and their associated competitively bid and/or negotiated unit prices plus negotiated on-site general conditions, fee structures, markups and Construction Manager’s Contingency. Final contract price/payout will be based on field measured final completed quantities, approved unit prices and approved Change Directives and Change Orders. Furthermore, the term “actual cost” is defined as the final negotiated unit prices (costs) mutually agreed to by the City and Construction Manager. The City and the Construction Manager understand and agree that individually priced, “self-performed” items may include the cost associated with the risk of delivering the work.

2. The City and the Construction Manager understand and agree that the City, its authorized representatives, and/or the appropriate federal or state agencies may audit the Construction Manager’s records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate any GMP, and including, but not limited to, self-performed items, qualifications-only selected Subcontractor items, Change Orders, use of allowance funds and use of Construction Manager’s Contingency funds. The City and its authorized representatives shall have access, during normal working hours, to all necessary Construction Manager and Subcontractor facilities, and shall be provided

adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or Subcontractor reasonable advance notice of intended audits.

F. Discounts. All discounts for prompt payment shall accrue to the City to the extent such payments are made directly by the City. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

3.4 Construction Fee. The “Construction Fee” is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by the City elsewhere in this Agreement. The Construction Fee includes, but is not limited to, the following items.

A. Profit. All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager, which shall not exceed 7.5% of the total applicable GMP amount, excluding Construction Manager’s Contingency.

B. Salaries. Salaries of Construction Manager’s officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.

C. Overhead. Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to: costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers and other business equipment, specialized telephone systems and cellular/digital phones; home office operations and support staff (i.e. accounting, purchasing); trade or professional association dues; costs for hiring and/or relocation of any of the Construction Manager’s personnel; and travel, per diem and subsistence expense of Construction Manager, its officers or employees except as specifically allowed under General Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Construction Manager’s Contingency.

D. Financial Costs. Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

E. Professional Fees. Any legal, accounting, professional or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

F. Taxes. Any Federal and/or State income and franchise taxes paid by Construction Manager. Any levies, assessments, fines, penalties, sanctions or other impositions made by any governmental body against Construction Manager.

G. Damages and Related Costs. Any cost arising out of a breach of this Agreement or the fault, failure or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment; costs due to failure to coordinate the Work or meet CPM schedule milestones; costs arising from Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by the City for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

H. Insurance Deductibles. The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

I. Costs in Excess of GMP. Any and all costs that would cause the Guaranteed Maximum Price to be exceeded.

J. Other Unidentified Costs. Any and all costs not specifically identified as an element of the Direct Construction Costs.

3.5 Competitive Bidding and Sub-Bids.

A. Subcontractor Selection. The Construction Manager will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors available for a specific trade, the Construction Manager will request approval by the City's Project Manager to submit less than three names. No change in the City approved Subcontractors will be allowed without prior, written approval by the City.

B. City Objections. If, prior to receipt of sub-bids or prior to award of Subcontractors or suppliers, the City objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted sub-bids for the Work affected. Once such substitute Subcontractors and suppliers are consented to by the City, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

C. Documents; Pre-bid Conference. The Construction Manager will distribute Construction Documents, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

D. Subcontractor Bid Submittal. The Construction Manager, at the required time, will close the bidding and collect all sub-bids received within the prescribed deadline for receipt of sub-bids. Promptly, after the closing of sub-bids, the Construction Manager will (in the presence of the City's Project Manager and Project Designers) open and read all properly and

timely submitted sub-bids. The Construction Manager will submit a completed Sub-Bid tabulation form to the City's Project Manager within a reasonable time after the closing of the sub-bid opening proceedings.

E. Subcontractor Bid Evaluation. The Construction Manager, upon opening of sub-bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective suppliers selected by each apparent low sub-bidder. The Construction Manager will resolve any sub-bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

F. Notice of Intent for Subcontracts. Within 15 Days after sub-bid opening, the Construction Manager will deliver to the City's Project Manager a written notice of intent to award subcontracts, itemizing the Subcontractors and suppliers selected by the Construction Manager. The notice of intent to award subcontracts will detail (1) for each Subcontract the amount of the sub-bid and the corresponding Subcontractor or supplier, (2) the sum of sub-bids received for all intended Subcontract, (3) trade work that the Construction Manager intends to self-perform, if any.

G. Pre-award Conference. Promptly after receipt of the notice of intent to award subcontracts, the City will conduct a pre-award conference with the Construction Manager and other Project team members. At the pre-award conference, the Construction Manager will (1) review the nominated slate of Subcontractors and suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or supplier; (2) discuss City concerns relating to any proposed self-performed Work; (3) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (4) resolve possible time frames for the commencement date of the Contract Time for the construction phase Work; (5) schedule the pre-construction conference; and (6) discuss other matters as necessary.

3.6 Submittal Requirements. The Construction Manager shall include with each GMP Proposal a written statement of its basis, which shall include:

A. Detailed Scope. A detailed scope of services related to the respective GMP Proposal, including a breakdown of the GMP as it relates to the applicable part of the overall Scope.

B. Documents. A list of the Construction Documents, including all addenda, that were used in preparation of the respective GMP Proposal.

C. Allowances. A list of allowances and a statement of their basis.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the respective GMP Proposal to supplement the information contained in the Construction Documents.

E. Substantial Completion. The Substantial Completion date, if applicable, upon which the respective GMP Proposal is based and the Master Schedule for the Work upon

which the respective Substantial Completion date is based, including a clear statement of the number of rain delay days included within the Master Schedule.

- F. Alternate Prices. A schedule of applicable alternate prices.
- G. Unit Prices. A schedule of applicable unit prices.
- H. Additional Services. A statement of Additional Services included, if any.
- I. Acceptance Period. The time limit for acceptance of the GMP Proposal.

3.7 GMP Proposal Review. The Construction Manager shall meet with the City and the Project Designers to review each GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, the City shall give written notice to the Construction Manager, who shall make appropriate adjustments to the GMP, its basis or both.

A. Independent Estimate. Upon receipt of any GMP Proposal from the Construction Manager, the City may submit the same documents that were used by Construction Manager in developing its GMP to an independent third party or to the Project Designers for review and verification. The third party or Project Designers will develop an independent estimate of the Cost of the Work and review the Master Schedule for the associated scope of the GMP Proposals.

B. GMP Exceeding Independent Estimate. If the Construction Manager's GMP Proposal is greater than the independent third party or Project Designers' estimate, the City may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager will accept the independent third party's or Project Designer's estimate for the Cost of the Work as part of its GMP or present a written request, within seven Days of receiving the estimates, to the City identifying, explaining and substantiating the differences. The Construction Manager may be requested to, or at its own discretion may, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

- 1. Accept the Construction Manager's original or revised GMP Proposal, if within the City's budget, without comment.
- 2. Accept the Construction Manager's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the Construction Manager that the Project budget has been increased to fund the differences.
- 3. Reject the Construction Manager's original or revised GMP Proposal because it exceeds either or both the City's budget and the independent third party's or Project Designers' estimate, in which event, the City may terminate this Agreement.

C. Design Changes During Negotiation. If, during the review and negotiation of GMP Proposals, design changes are required, the City will authorize and cause the Project Designers to revise the Construction Documents to the extent necessary to reflect the agreed-upon

assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Project Designers and City's Project Manager if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

3.8 No Prior Costs. Prior to the City's acceptance of a GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work related to such GMP Proposal, except as provided in this Agreement or as the City may specifically authorize in writing.

3.9 Acceptance; Effect. Upon acceptance by the City of each GMP Proposal, the GMP contained therein and its basis shall be set forth in the applicable GMP Amendment. Once established, the GMP and the corresponding Substantial Completion date shall be subject to modification only as provided in Articles 6 and 8 below. The City's approval of the GMP Amendment will include the amount of the City's Contingency. The amount of the City's Contingency will be set solely by the City and will be in addition to the Project costs included in the Construction Manager's GMP Proposals. Use and management of the City's Contingency is at the City's sole direction.

3.10 GMP Effective Date. Each GMP Proposal shall not become a part of this Agreement until the City accepts such GMP Proposal in writing by executing the applicable GMP Amendment, on or before the date specified in each such GMP Proposal for such acceptance.

3.11 Failure to Agree Upon GMP. If the City and the Construction Manager do not agree to any provisions of the GMP Proposal, including the designated Default Neutral Arbitrator, all references in this Agreement to the GMP shall not be applicable, and the Parties shall proceed on the basis of reimbursement as provided in Article 7 below.

ARTICLE 4 CONSTRUCTION SERVICES

4.1 Control of Construction. After the date any Amendment to this Agreement is executed by the City and the Construction Manager approving a GMP Proposal, the Construction Manager shall become responsible for the means, methods, sequences and procedures used in the construction of the portion of the Project related to such GMP Proposal and shall proceed with the Construction Manager's Construction Services related to the GMP Proposal under this Agreement.

4.2 Completeness and Accuracy of Construction Manager Work. The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction deliverables prepared or compiled pursuant to its obligations under this Agreement and will at its sole own expense correct its work or deliverables. The fact that the City has accepted or approved the Construction Manager's work or deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to the City.

4.3 Alteration in Character of Work. In the event an alteration or modification in the character of work or deliverable materially increases or decreases the scope of service, cost of performance, or Master Schedule as determined by the City, the Work or deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Directive or Change Order must be approved and executed by the City and the Construction Manager to address such change. Such Change Directive or Change Order will not be effective until approved by the City. Additions to, modifications to, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may be adjusted accordingly, only by mutual agreement of the Parties. No claim for extra work done or materials furnished by the Construction Manager will be allowed by the City except as provided herein, nor will the Construction Manager do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing by the City. Work or material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and expense, and the Construction Manager hereby agrees that, without prior written authorization, no claim for compensation for such work or materials furnished will be made.

4.4 Construction Phase General Services. The Construction Manager shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner according to the standards set forth in Subsection 1.6(A) above. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents, as modified and agreed to by the City. Construction Manager's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Construction Manager's Representative shall communicate regularly with City but not less than once each week and shall be vested with the authority to act on behalf of Construction Manager. Construction Manager's Representative may be replaced only with the written consent of City.

A. Government Approvals and Permits.

1. The Construction Manager shall be primarily responsible to obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices. The City will be the applicant for the following permits; however, the Construction Manager shall be responsible for any work associated with obtaining the permits, as directed by the City:

- a. Aquifer Protection Permit (APP) No. P-100573
- b. MAG 208 Amendment
- c. Maricopa County Environmental Services Department
 - i. Approval to Construct

- ii. Approval of Construction
- iii. Air Quality Permit 980869, for plant operations and generators
- d. Well Drilling Permit
- e. Flood Plain Use Permit
- f. Arizona Pollution Discharge Elimination Systems (AZPDES), AZ0023281
- g. Architectural Approval; Site Plan/Conditional Use Permit Approval; Building Permit
- h. Stormwater Multi-Sector General Permit (AZMSG2010-002) relating to the WRF's industrial operations; provided that any construction permit necessary in conjunction with this permit shall be obtained by the Construction Manager.

2. Copies of the required permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

3. City shall be responsible for permit(s) and fees for building and demolition permits. City will also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

4. Construction Manager shall be responsible for all other permits and review fees not specifically listed in Subsection 4.4(A)(1) above.

5. Construction Manager is responsible for all water bills on the Project meters until Substantial Completion of the Project. Arrangements for construction water are the Construction Manager's responsibility.

B. Pre-construction Activities.

1. Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Construction Manager, utility firms, various City agencies and other entities as may be appropriate or beneficial. The agenda will include critical elements of the Work and Master Schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone

numbers for all representatives involved in the course of construction. Minimum attendance at the preconstruction conference shall be the Construction Manager's Representative, the job superintendent, the Construction Manager's safety officer and the individuals deemed necessary by the City.

2. The Notice to Proceed date will be set by the City. At or after the pre-construction conference and upon delivery of the required bonds and insurance in a City-approved format or at such other time as the City may elect, a Notice to Proceed letter will be issued confirming the construction start date, the Contract Time and the Substantial Completion date. Failure by the Construction Manager to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it will not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

3. The Construction Manager shall update the Schedule of Values based on the categories used in the buy out of the Work but not greater than the approved GMP; the update shall identify the Construction Manager's Contingency. The Schedule of Values will subdivide the Work into all items comprising the Work.

C. Project Management.

1. The Construction Manager shall refine the Management Plan for the Project. In refining the Management Plan, the Construction Manager shall consider the City's schedule, cost and design requirements for the Project. The Construction Manager shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the City. The Management Plan shall also include a description of the various proposal packages recommended for the Project. The Management Plan shall be presented to the City for acceptance.

2. The Construction Manager shall conduct periodic Project meetings attended by the City's Representative, the Project Designers and other necessary parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and the view of construction progress. The Construction Manager shall prepare and distribute minutes of these meetings to the City's Representative, the Project Designers and others in attendance.

3. The Construction Manager shall coordinate transmittal of documents to regulatory agencies for review and shall advise the City of potential problems in completing such reviews.

4. The Construction Manager shall assist the City in public relations activities and shall prepare information for and attend public meetings regarding the Project.

D. Reports.

1. The Construction Manager shall prepare and distribute design phase change reports monthly to the City that shall list all City-approved Change Directives and Change Orders as of the date of the report and shall state the effect of the Change Directives and Change Orders on the Project budget and the Master Schedule.

2. The Construction Manager shall prepare and distribute schedule maintenance reports monthly to the City comparing the actual and scheduled dates for Subcontractors' contract awards and completion of each such Subcontractor's portion of the Project.

3. The Construction Manager shall prepare and distribute the Project cost reports monthly to the City specifying actual award prices and construction costs for each of the individually awarded components of the Project as compared to the Project budget.

4. The Construction Manager shall prepare and distribute cash flow reports monthly to the City specifying actual cash flow for each of the individually awarded components of the Project as compared to the projected cash flow.

5. The requirements for filing reports set forth in this Subsection 4.4(D) shall not be deemed to meet the requirements for requests for extensions of time or requests for Change Directives and Change Orders as set forth in Section 6 and Section 8 below.

4.5 Work Management.

A. Construction Manager Resources. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete the Work according to the Contract Documents. The Construction Manager shall provide and maintain a management team on the Site to provide contract administration. The Construction Manager shall establish and implement coordination and communication procedures among the Construction Manager, the City, the Project Designers and Subcontractors.

B. Means, Methods and Techniques. Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. Supervisor Presence. Construction Manager's Representative or the Construction Manager's Superintendent shall be present at the Site at all times that construction activities are taking place.

1. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2. In the event of noncompliance with this Subsection, the City may require the Construction Manager to stop or suspend the Work in whole or in part.

D. Manufacturer Requirements. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Construction Manager's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Measurements. Before ordering materials or doing work, the Construction Manager and each Subcontractor shall verify measurements at the Site and shall be responsible for the accuracy of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the plans; differences shall be submitted to the City for resolution before proceeding with the Work.

F. Field Measurements and Conditions. The Construction Manager shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Manager with the Construction Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately.

G. Grades, Lines, Levels and Bench Marks. The Construction Manager shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

H. Proper Employee Conduct. Any person employed by the Construction Manager or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly or is otherwise found to be inappropriate due to the setting of the Site, shall, at the written request of the City, be removed from the Site by Construction Manager or Subcontractor employing such person, and the person shall not be employed again in any portion of Work without the written approval of the City. The Construction Manager or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Subsection.

I. Coordination of Activities. Construction Manager shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

J. Change Processing. The Construction Manager shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, contract schedule adjustments, Change Directives,

Change Orders, substitutes, payment requests and the maintenance of logs. The Construction Manager shall maintain daily job reports. The Construction Manager shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutions, Change Directive requests, Change Order requests and payment requests shall be submitted.

K. Subcontractor Meetings. Periodically, the Construction Manager shall conduct meetings at the Site with each Subcontractor. The Construction Manager shall conduct coordination meetings with all Subcontractors. The Construction Manager shall record, transcribe and distribute minutes to all attendees, the City and the Project Designers.

L. Coordination of Inspections and Testing. Technical inspection and testing provided by the Project Designers or others who are not Subcontractors shall be coordinated with the Construction Manager. The Construction Manager shall be provided a copy of all inspection and testing reports on or before the next business day after the inspection or test. The Construction Manager is not responsible for providing, nor does the Construction Manager control, the actual performance of such technical inspection and testing. The Construction Manager is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

M. Self-Performed Work. The Construction Manager shall perform, with its own forces, construction work that amounts to not less than 45% of the total Contract Price for construction of the Project. For the purposes of this paragraph, the total Contract Price for construction of the Project (1) includes the total of the GMP amounts as agreed upon by the Construction Manager and the City and (2) does not include the cost of preconstruction services, design services or any other related services or the costs to procure any right-of-way or other costs of condemnation.

N. No Subcontractor Reliance. Construction Manager shall ensure that each Subcontractor (1) has inspected the Site and has thoroughly reviewed this Agreement as the same may be revised by the City, and is not relying on any opinions or representations of the City, (2) agrees to perform and complete the Work in strict accordance with this Agreement and under the Construction Manager's direction, (3) agrees that any exclusions of any Work must be approved in writing by the Construction Manager prior to acceptance of any agreement between Construction Manager and a Subcontractor or same shall not be excluded hereunder, (4) is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs as set forth in Section 4.13 below, (5) shall provide all competent supervision necessary to execute all Work and any work incidental thereto in a thorough, first-class, workmanlike manner and (6) has acknowledged that it is Subcontractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, Applicable Law.

O. Subcontractor Change Request. The Construction Manager shall review the contents of a request for changes to the subcontract time or price submitted by a Subcontractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the Construction Manager's analysis reveals that the request is valid, the Construction Manager shall prepare a detailed report to the City for approval in accordance with Articles 6 and 8 below, as applicable. The Construction Manager shall also prepare and timely

deliver a detailed report to the City of other such requests and requests found to be invalid and timely inform the Subcontractor of any such determination. The Construction Manager shall prepare the necessary change documents for signature by the Subcontractor.

P. Quality Control. The Construction Manager shall establish and implement a program to monitor the quality of construction by itself and by Subcontractors. The purpose of the program shall be to protect the City against defects and deficiency in the Work of the Construction Manager or the Subcontractors. The Construction Manager shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Construction Manager believes the Work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the Construction Manager is not authorized as part of this service to change, enlarge, relax, alter, or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

Q. Subcontractor Document Request. The Construction Manager shall coordinate and expedite submittals of information from the Subcontractors for record drawings and specification preparations and shall coordinate and expedite the transmittal of Project Record Documents to the City.

R. Traffic Control. All traffic affected by the Work under this Agreement shall be regulated in accordance with the most recent revision of the United States Department of Transportation *Manual on Uniform Traffic Control Devices* (the "MUTCD") and the City of Phoenix Traffic Barricade Manual (the "Barricade Manual") (the MUTCD and the Barricade Manual are collectively referred to herein as the "Traffic Control Requirements"), which are incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the MUTCD or the Barricade Manual. At the time of the pre-construction conference, each Subcontractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the Construction Manager will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents. The Construction Manager shall ensure that Subcontractors adhere to the following:

1. All traffic control devices and advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) required for the Work under this Agreement shall be placed in accordance with the Traffic Control Requirements.

2. The Subcontractor provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Subcontractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used

by the Subcontractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Agreement.

4. The Subcontractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Subcontractor shall notify the City at least 48 hours in advance for City personnel to temporarily relocate said signs. The City will direct the Subcontractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Subcontractor that construction is complete.

5. When construction activities or traffic hazards at the Site require the use of flagmen, it shall be the Subcontractor's responsibility to provide trained flagmen to direct traffic safely.

6. Manual traffic control shall be in conformity with the MUTCD, except that the designated liaison officer shall be contacted at the Avondale Police Department.

7. When traffic hazards at the Site warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

8. The assembly and turnarounds of the Subcontractor's equipment shall be accomplished using adjacent local streets when possible.

9. Equipment used and/or directed by the Subcontractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Subcontractor shall provide a flagman or off-duty, uniformed law enforcement officer to assist with spotting.

10. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Traffic Control Requirements.

11. No street within the Project area may be closed to through traffic or to local emergency traffic without prior written approval of the City. The City may give written approval at its sole discretion and only if sufficient time exists to allow for notification of the public at least two Days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the City's written directions.

12. Caution should be used when excavating near intersections with traffic signal underground cable. Subcontractor shall notify the City 24 hours in advance of any work at such intersections. The Subcontractor shall install and maintain temporary overhead traffic signal cable as specified by the City when underground conduit is to be severed by excavations at intersections. The Subcontractor shall provide an off-duty

uniformed City of Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

13. The Subcontractor shall accommodate local access to adjacent properties in accordance with the specification set forth below.

14. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the City or its authorized representative in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Subcontractor shall provide a detour.

4.6 Control of the Work Site.

A. Debris Removal. Throughout all phases of construction, including suspension of Work, Construction Manager shall keep the Site reasonably free from debris, trash and construction wastes to permit Construction Manager to perform its Construction Services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or an agreed upon portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or an agreed upon portion of the Project for its intended use.

B. Dust Control. Construction Manager shall take whatever steps, procedures or means necessary to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of Applicable law and such other Specifications as the Parties may agree to in writing.

C. Accessibility. Construction Manager shall maintain "ADA" and "ANSI" accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Construction Manager shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

D. Material and Equipment Storage. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by the Construction Manager. When equipment or materials are no longer required for the Work, each shall be removed promptly from the Site.

E. Protection of Site. Protection of the Work, the Site, and construction materials and equipment stored at the Site from weather, theft, damage and all other adverse conditions is solely the responsibility of the Construction Manager.

4.7 Time Management.

A. Master Schedule Updates. The Construction Manager shall, not less than monthly, adjust and update the Master Schedule and distribute copies to the City and the Project Designers. All adjustments to the Master Schedule must be (1) made for the benefit of the Project and (2) acceptable to the City; provided, however, that such adjustments or updates shall not extend the time for performance of the Work beyond the Substantial Completion date unless such extension is requested by the Construction Manager and approved by the City in accordance with Section 6 below.

B. Subcontractor Schedule Verification. The Construction Manager shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

C. Subcontractor Progress Monitoring. The Construction Manager shall (1) review the progress of construction of each Subcontractor on a monthly basis, (2) evaluate the percentage completion of each construction activity as indicated in the Subcontractor's construction schedule and (3) review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that the Construction Manager shall prepare and distribute to the appropriate Subcontractor, the City's Representatives and the Project Designers. The report shall serve as the basis for (i) determining the actual progress compared to scheduled progress and (ii) determining the progress payment due to the Subcontractor. The Construction Manager shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

D. Change Evaluation. The Construction Manager shall, prior to the issuance of a Change Directive or Change Order, determine the effect on the Master Schedule of time extensions requested by a Subcontractor. The Construction Manager may require a Subcontractor to prepare and submit a recovery schedule in the event the Subcontractor fails to meet the Master Schedule.

E. Minor Schedule Revisions. The Master Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve the Construction Manager of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

F. Payment Requests. An updated Master Schedule shall be submitted monthly to the City as part of the Payment Request.

1. The Construction Manager shall provide City with a monthly status report for the Master Schedule detailing the progress of the Work, including (a) if the Work is proceeding according to schedule, (b) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (c) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the applicable GMP and within the Contract Time.

2. With each schedule submittal the Construction Manager shall include a transmittal letter including the following:

- a. Description of problem tasks (referenced to field instructions and requests for information), as appropriate.
- b. Current and anticipated delays including:
 - i. Cause of the delay.
 - ii. Corrective action and schedule adjustments to correct the delay.
 - iii. Known or potential impact of the delay on other activities, milestones, and the Substantial Completion date.
- c. Changes in construction sequence.
- d. Pending items and status thereof including but not limited to:
 - i. Time Extension requests.
 - ii. Other items.
- e. Substantial Completion date status:
 - i. If ahead of schedule, the number of Days ahead.
 - ii. If behind schedule, the number of Days behind.
- f. Other project or scheduling concerns.

G. City Review. City's review of and response to the Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not: (1) relieve the Construction Manager from (a) compliance with the requirements of the Contract Documents or (b) the time extension request process set forth in Section 6 below; or (2) be construed as relieving the Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

H. CPM Diagram. The updated Master Schedule shall include a CPM diagram schedule that shows the sequence of activities, the interdependence of each activity and indicate the Critical Path.

1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all

activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2. The CPM diagram schedule shall indicate all relationships between activities.

3. The activities making up the Master Schedule shall be in sufficient detail to ensure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4. The CPM diagram schedule shall be based upon activities that coincide with the Schedule of Values.

5. The CPM diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.

6. The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.

7. The schedule shall include a Critical Path activity that reflects anticipated rain and weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on information provided by the National Weather Services or other source approved in writing by the City.

I. Occupancy Consideration. The Master Schedule shall consider the City's occupancy requirements showing portions of the Project having occupancy priority.

J. Float Time. Float time shall be as prescribed below:

1. The total Float within the overall Master Schedule, is not for the exclusive use of either the City or the Construction Manager, but is jointly owned by both and is a resource available to and shared by both Parties as needed to meet contract milestones and the Project completion dates.

2. The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing. Float time within the schedule is jointly owned; no time extensions will be considered or granted nor delay damages considered or paid until a delay occurs that extends the Work beyond the Substantial Completion date.

3. City-caused delays on the Project may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than anticipated by the Master Schedule; approval of substitution requests and credit changes which result in

savings of time to the Construction Manager). In such an event, the Construction Manager shall not be entitled to have considered or receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

K. Occupancy/Use Plan. The Construction Manager shall prepare an occupancy plan for the Project. This plan shall be provided to the City not later than 60 Days prior to the scheduled Substantial Completion date.

4.8 Cost Management.

A. Subcontract Schedule of Values. The Construction Manager shall, in participation with the Subcontractors, determine a Schedule of Values for each of the construction subcontracts. The Schedule of Values shall be the basis for the allocation of the Contract Price to the activities shown on the Subcontractors' construction schedule. The City shall approve the subcontract Schedule of Values before acceptance for progress billings.

B. Contract Price Allocation Each Subcontractor's construction schedule shall have the applicable portions of the Contract Price allocated among the Subcontractor's scheduled activities so that each of the Subcontractor's activities shall be allocated a price and the sum of the prices of the activities shall equal to or less than the total Contract Price. The Construction Manager shall review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to a Subcontractor and Construction Manager shall be based on the Subcontractor's percentage of completion of the scheduled activities as set out in each Subcontractor's construction schedule report and the Subcontractor's compliance in accordance with the Contract Documents.

C. Additional Information. In instances where a lump sum or unit price is not determined prior to performing Work described in a request for changes to the Contract Price, the Construction Manager shall request from the Subcontractor records for the cost of payroll, materials and equipment and the amount of payments to its Subcontractors, if any, incurred by the Subcontractor in performing the Work.

D. Trade-off Studies. The Construction Manager shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the City's Representative and the Project Designers.

E. Payment Applications. In consultation with the Project Designers, the Construction Manager shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's work. The Construction Manager shall make appropriate adjustments to each payment application and shall prepare and forward a progress payment report to the City. The progress payment report shall state the total Contract Price, payments to date, current payment requested, open book buyout detail, retainage and actual amounts owed for the current period. Included in this report shall be a certificate for payment that shall be signed by the Construction Manager and delivered to the City. The Construction Manager shall keep the Project and the Site free and clear of all liens and claims from its Subcontractors, suppliers or materialmen.

4.9 Shop Drawings, Product Data and Samples.

A. Purpose. 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 Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Review. The Construction Manager shall review, approve, verify, and submit to the Project Designers five copies of each Shop Drawing, product data, sample, and similar submittal required by the Contract Documents as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the Construction Manager that are not required by the Contract Documents may be returned without action.

C. Project Designer Approval. The Construction Manager 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 approved by the Project Designers. Such Work shall be in accordance with approved submittals.

D. Construction Manager Verification. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. No Deviation Approval; Errors. The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Designer's approval of Shop Drawings, product data, samples or similar submittals unless the Construction Manager has specifically informed the Project Designer in writing of such deviation at the time of submittal and the Project Designer has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the Project Designer's approval thereof.

F. Highlight Changes. The Construction Manager 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 Project Designers on previous submittals.

G. Informational Submittals. Informational submittals upon which the Project Designer is not expected to take responsive action may be so identified in the Contract Documents.

H. Other Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Project Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4.10 Quality Control, Testing and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

B. Inspection and Approval. All construction materials to be used in the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City or the Project Designers. Any material rejected by the City or the Project Designers shall be removed immediately and replaced in an acceptable manner.

C. Test Methods. The procedures and methods used to sample and test material will be determined by the Project Designers. Unless otherwise specified, samples and tests shall be made in accordance with MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series.

D. Testing Facility. The Construction Manager will select a pre-qualified independent testing laboratory and will pay for initial City acceptance testing.

1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and retesting will be paid for by the Construction Manager. Construction Manager's Contingency cannot be utilized for the cost of re-testing.

2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

E. Cooperation. The Construction Manager will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide the laboratory's employees or agents access to the Work at all times.

F. At-source Approval. At the option of the City, materials may be approved at the source of supply before delivery.

G. Code Compliance. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority shall be the responsibility of and shall be paid by the Construction Manager, unless otherwise provided in the Contract Documents.

H. Responsibility. Construction Manager's quality control testing and inspections shall be the sole responsibility of the Construction Manager and shall be paid solely by the Construction Manager.

4.11 Trade Names and Substitutions.

A. Substitutions. Substitute or alternate items to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or

catalog number may be permitted, unless indicated that no substitutions are permitted, and if permitted are subject to the following:

1. The substitution shall be submitted by Construction Manager in writing to the Project Designers.

2. The Construction Manager shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

3. The submittal shall outline any required changes in the Contract Documents to adapt the design to the proposed substitution.

4. The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any request for adjustment in the Contract Time created by the substitution.

B. Samples; Additional Information. The Construction Manager, if requested by the Project Designers, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

C. Project Designer Determination. The Project Designers will make the final decision and will notify the Construction Manager in writing as to whether the substitution has been accepted or rejected.

D. Presumed Rejection. If the Project Designers do not respond in a timely manner, the Construction Manager shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.12 Project Record Documents.

A. Redline Prints. During the construction period, the Construction Manager shall maintain at the Site a set of redline, blue-line or blackline prints of the Construction Documents and Shop Drawings for Project Record Document purposes. The Construction Manager will certify that these documents are up to date when it submits its monthly pay application. The Construction Manager shall also:

1. Mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents and give particular attention to information regarding concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.

- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order or Change Directive.
- Details not on original Contract Documents.
- Similar deviations, variations and modifications.

2. Mark completely and accurately Project Record Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents.

3. Mark Project Record Document sets with red erasable colored pencil.

4. Note Change Order or Change Directive numbers, as required to identify the source of the change to the Construction Documents.

5. As a condition of Substantial Completion, submit Project Record Documents and Shop Drawings to the City Representative for review and comment.

B. Corrections. Upon receipt of the reviewed Project Record Documents from the City, the Construction Manager shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

1. A complete set of electronic Project Record Documents prepared in AutoCAD format compatible with City CADD technology. The Project Designers will provide files of the original Construction Documents to the Construction Manager for the use of preparing these final Project Record Documents or the Construction Manager may contract with the Project Designers to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2. The original copy of the Project Record Documents (including all redline mark-ups).

4.13 Project Safety. Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

A. Responsibility. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

B. Safety Representative. Construction Manager shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Construction Manager's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

C. Daily Inspections. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors and others as applicable. Construction Manager shall provide the City copies of daily inspection reports and weekly safety meeting minutes, with the monthly payment applications.

D. Legal Requirements. Construction Manager and Subcontractors shall comply with Applicable Law relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate Applicable Law. If Construction Manager believes a City-specific requirement violates Applicable Law, the Construction Manager shall notify the City of such violation within 24 hours of discovery.

E. Reporting. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Applicable Law, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

F. Subcontractor Responsibility. Construction Manager's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (1) complying with Applicable Law, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.14 Substantial Completion. When the Construction Manager considers that the Work has reached Substantial Completion, it shall submit a request to the City's Project Manager for a certificate of Substantial Completion. Substantial Completion must occur not later than the date set forth in the applicable GMP Amendment, subject to modification by changes in the Contract Time according to Article 6 below. A prerequisite for Substantial Completion, over and above the

extent of construction completion required, is receipt by the City of acceptable documentation that Construction Manager has successfully tested and demonstrated all systems for their intended uses. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work is substantially complete. The Substantial Completion date shall be confirmed by a Certificate of Substantial Completion signed by the City and Construction Manager. The Certificate of Substantial Completion shall state the respective responsibilities of the City and the Construction Manager for security, maintenance and damage to the work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Construction Manager and modified by the Project Designers in consultation with the City and establish the time for completion and correction of all Punch List items. The Construction Manager shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. If the City and the Construction Manager cannot agree as to the appropriate Substantial Completion date, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article 13 below. Notwithstanding such disagreement, the Construction Manager shall diligently proceed with completion of the Punch List items. Warranties required by the Contract Documents shall commence on the Substantial Completion date or designated portion thereof unless otherwise provided in the Contract Documents.

4.15 Final Completion. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work has reached Final Completion. Final Completion must occur not later than 60 Days after the Substantial Completion date, subject to modification by changes in the Contract Time in Article 6 below. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by the Construction Manager that the Work functions as required by the Contract Documents and meets all Contract Document requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed Project Record Documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the 100% complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Construction Manager's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the City shall issue a Certificate of Final Completion to the Construction Manager on behalf of the City. Following receipt of payment from the City, the Construction Manager shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

A. During the Work. During the Work, Construction Manager shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work.

B. During Warranty Period. Construction Manager agrees to correct any Work that is found to not be in conformance with the Contract Documents within the warranty period described in Subsection 5.6(A) below, or within such longer period to the extent required by the

Contract Documents or as may be allowed by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

C. Commencement by Construction Manager. Construction Manager shall take meaningful steps to commence correction of nonconforming Work subject to Subsections 4.16(A) and (B) above within seven Days of receipt of written notice from the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such seven-Day period, the City, in addition to any other remedies provided under the Contract Documents or allowed by law, may provide Construction Manager with written notice that the City will commence correction of such nonconforming Work with its own forces. If the City corrects such nonconforming Work with its own forces, the GMP will be adjusted to deduct the cost to the City. If the City performs corrective Work after final payment, Construction Manager shall be responsible for all reasonable costs incurred by the City in performing such correction.

D. Emergencies. In the event nonconforming Work creates an emergency requiring an immediate response, the Construction Manager will respond and initiate corrections within 24 hours.

E. No Effect on Limitations Period. The two-year period referenced in Subsection 5.6(A) below applies only to Construction Manager's obligation to correct nonconforming Work as provided in this Section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Construction Manager's obligations under the Contract Documents or as may be allowed by law.

4.17 Additional Services. Any Additional Services must be authorized in advance by the City in writing; the Construction Manager shall furnish or obtain from others such authorized services. The Construction Manager shall be paid for these Additional Services by the City as herein provided to the extent they exceed reasonably inferable obligations of the Construction Manager under this Agreement. Potential Additional Services include:

A. Planning. Providing additional planning surveys or alternative site evaluations other than as required or reasonably inferred in this Article 4.

B. Future/Outside of Project Design. Providing design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project, other than general planning and master planning for future work as indicated by the City's Project program. Providing design and engineering of any work outside the Site if said work is not expressly identified and included in the Scope.

C. Major Document Revisions/Additional Documents. Making major revisions in the construction documents, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the City or are due to causes beyond the control and without the fault and negligence or partial fault or negligence of the Construction Manager or its consultants or agents. Preparing additional documents for alternate, separate, or

sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the construction phase, other than as required or reasonably inferred in this Article 4. Making revisions to Construction Documents after the City has approved them when revisions are due to causes beyond the control and not the fault or partial fault of the Construction Manager.

D. Advanced Soils Analysis. Providing additional soils sampling, classification, and analysis other than as required or reasonably inferred in the foregoing sections of Article 4. Construction Manager is entitled to rely upon the soils analysis and recommendations as provided by a geotechnical consultant, however, Construction Manager is responsible for interpretation of such data for the purpose of establishing the means and methods of construction and such interpretation shall not be considered Additional Services during the design phase or the construction phase.

E. Expert Testimony. Preparing to serve or serving as an expert witness for the City in connection with any public hearing, arbitration proceeding, or legal proceeding wherein the Construction Manager or Subcontractor of the Construction Manager is not a party or allegedly at fault; provided, however, preparing to serve or serving as a fact witness for the City or rendering testimony necessary to secure governmental approval for the Project shall not constitute an additional service.

F. Survey. Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats other than as required or reasonably inferred in this Article 4.

G. Additional Travel. Providing Additional Services and costs necessitated by out-of-town travel required of and approved in writing by the City other than visits to the Project and other than for travel required to accomplish the Work.

H. Unrelated Services. Providing any other services not otherwise included in this Agreement, not reasonably inferred by this Agreement or not customarily furnished in accordance with generally accepted contractual practices consistent with the term of this Agreement.

I. Replacement Work. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to Construction Manager's action or inaction during construction, or furnishing services required in connection with the replacement of such work.

J. Special Studies. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project, other than as required or reasonably inferred in this Article 4.

K. O&M Analysis. Providing analyses of operating and maintenance costs other than as required for value analysis in Subsection 2.2(E) above, unless provided for in the Scope.

L. Assisting with City-Performed Work. Designing, and providing other services supporting the procurement of materials to be obtained, or work, if any, to be performed by the City, that are not a part of the Work.

ARTICLE 5 POST-CONSTRUCTION PHASE

5.1 Final Accounting and Close-out. At the conclusion of the Project, the Construction Manager shall prepare final Project accounting and close-out reports.

5.2 Occupancy Plans. The Construction Manager shall prepare and distribute reports as necessary associated with the occupancy plan.

5.3 Certificates. The Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the City.

5.4 Manufacturer Manuals and Warranties. The Construction Manager shall require the Subcontractors to provide manufacturers' operations and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. Prior to Final Completion of the Project, the Construction Manager shall compile such manuals, warranties and guarantees, bind same in an organized manner and deliver the bound materials to the City; the City shall not be required to issue the final payment to the Construction Manager pursuant to Section 9.6 below until after the compiled manuals, warranties and guarantees have been delivered to the City. At the discretion of the City, electronic records may be substituted for the bound materials required in this section.

5.5 Inspection and Testing. With the assistance of the City's maintenance personnel, the Construction Manager shall direct the inspection of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

5.6 Warranties.

A. Warranty for the Work. Construction Manager or its assignee shall give to the City a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the Substantial Completion date. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Construction Manager or its assignee that provided the warranty, which both shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional two-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Construction Manager agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent the City or the Construction Manager from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Construction Manager warrants that all materials and equipment furnished under construction phase(s) of this Agreement are (1) new unless otherwise specified and approved by the City, (2) of good quality, (3) in conformance with the Contract Documents and (4) free from defective workmanship, defective materials and Hazardous Materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if the warranted items are fully installed, operational and available for use and if not, at such time after the date of Substantial Completion as they are fully installed, operational and available for use.

C. Actions by Others. Construction Manager's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Construction Manager or anyone for whose acts Construction Manager may be responsible and/or liable.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides City with greater warranty rights than set forth in this Section or the Contract Documents.

E. No Limitation on Legal Remedies. Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

ARTICLE 6 CONTRACT TIME

6.1 Progress and Completion. The City and the Construction Manager agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Agreement.

6.2 Commencement of the Work. The Work, except for the (A) environmental investigation services set forth in Section 2.1 above, (B) review of Construction Documents and design remedies services set forth in Section 2.2 above, and (C) Pre-Construction Phase General Services set forth in Section 2.3 above, shall commence on the Notice to Proceed date of the applicable GMP Amendment, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each GMP Amendment shall establish a separate Notice to Proceed date, Substantial Completion date and portion of the Contract Time applicable to that GMP. The Substantial Completion dates may be sequential or may run consecutively.

6.3 Prosecution of the Work. The Construction Manager shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Construction Manager shall prepare a recovery schedule for the City's review and approval, showing how the Construction Manager will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Construction Manager is unable to demonstrate how it will overcome Inexcusable Delays, the City may order the Construction Manager to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the City shall either (A)

authorize an equitable extension in the Master Schedule to account for such delay, and equitably adjust the GMP on account of such delay or (B) request that the Construction Manager prepare a recovery schedule showing how (if possible) the Construction Manager can achieve Substantial Completion by the date shown on the Master Schedule, and equitably adjust the applicable GMP in accordance with the Change Order provisions of this Agreement related to any extraordinary activities required of the Construction Manager on account of such recovery schedule.

6.4 Critical Path Activities. To the extent the Construction Manager completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Construction Manager.

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Construction Manager shall submit a revised Master Schedule to the City for incorporation into the Contract Documents, which will expand the Master Schedule approved to date, but which will not, in and of itself, change the Substantial Completion date for the Project. This revised Master Schedule shall be based upon a CPM and shall show in complete detail starting and completion time of detail activities, the sequence of the Work and all significant activities.

6.6 Extensions of Time.

A. Limited to Excusable Delay. An extension in the scheduled Substantial Completion date will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Construction Manager shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work; however, the Construction Manager must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in an amendment to this Agreement.

B. Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an “Excusable Delay” (to the extent not set forth below, a delay will be considered an “Inexcusable Delay”):

1. Delays resulting from Force Majeure events. The term “*Force Majeure*” means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the Party declaring Force Majeure notifies the other Party, in accordance with Subsection 14.6, of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement. Force Majeure shall not include: (a) late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the

market, inefficiencies or similar occurrences, or (b) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 6.6(B). Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing. The time of Substantial Completion or Final Completion shall be extended by written amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.

2. Differing, unusual or concealed Site conditions that could not reasonably have been anticipated by the Construction Manager in preparing the Master Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by or on behalf of the Construction Manager.

4. Delays resulting from changes in Applicable Law occurring after the date of execution of this Agreement.

5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

6. Delays occurring due to the acts or omissions of a utility, so long as Construction Manager has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Construction Manager to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Master Schedule.

C. Process for Requesting Extension of Time. In order to obtain an extension of time due to an Excusable Delay, the Construction Manager must comply with the following requirements: The Construction Manager shall notify the City of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Construction Manager becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Construction Manager expects to be delayed. After the cessation of the Excusable Delay, the Construction Manager shall notify the City of the number of Days the Construction Manager believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal or amendment to this Agreement, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. City Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the Parties will use good faith efforts to agree

on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the Parties as to the then-current status of Excusable Delays and Inexcusable Delays, the City will provide the Construction Manager with written notice of City's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the City of the Construction Manager's written request for such determination. The Construction Manager shall not, however, deem an issuance by the City of such a determination to be a concurrence with any matters set forth in the Construction Manager's request. The Construction Manager may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

6.7 Concurrent Delays. To the extent the Construction Manager may be 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 Manager or by an Inexcusable Delay, the Construction Manager shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Construction Manager shall include and clearly identify an appropriate number of Days of weather-related delays within (A) the aggregate Master Schedule for the Work and within the portions of the Master Schedule submitted with each GMP Proposal relating to any phase of the Project and (B) each GMP Amendment. If the Construction Manager experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP Amendment, the Construction Manager shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Section 6.6 above. If the Construction Manager fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Construction Manager shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable GMP Proposal.

6.9 Liquidated Damages.

A. Established. The Construction Manager and the City acknowledge that in the event that the Construction Manager fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefore in the applicable GMP Amendment, as adjusted, the City will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the City would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the City for late completion of the Project, and the City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. Amount of Liquidated Damages.

1. If the Construction Manager fails to achieve Substantial Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the

Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by the Maricopa Association of Governments specifications existing on the date this Agreement is approved by the City Council (the “MAG Specifications”) for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.

2. If the Construction Manager fails to achieve Final Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by MAG Specifications for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.

3. In no case may the amount of liquidated damages due under this Subsection 6.9(B) for any single Day of delay exceed the highest amount, as determined according to MAG Specifications, that would be charged for any single Inexcusable Delay existing on such Day.

4. Payment of liquidated damages is to be made contemporaneously with any required payment to the Construction Manager, and such payments may be offset against each other.

ARTICLE 7 CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

A. Project Designers’ Services Not Included. The cost of services performed directly by the Project Designers are not included in the Construction Manager’s compensation.

B. Amount. The City shall pay the Construction Manager an amount not to exceed \$77,968 for services performed during the Pre-construction Phase, as set forth in Article 2 above, and as more particularly described in the Pre-Construction cost summary, attached hereto as Exhibit H and incorporated herein by reference, including all cost items, allowances and reimbursable expenses.

C. Equitable Adjustment. Compensation of Pre-construction Services shall be equitably adjusted if such services extend beyond December 31, 2019, for reasons beyond the reasonable control and not the fault or partial fault of the Construction Manager or as provided in Section 8.2 below. For changes in Pre-construction Services, compensation shall be adjusted as mutually agreed upon by the City and the Construction Manager at the time of such extended services.

D. Payments. Payments for Pre-construction Services shall be due and payable within 30 Days following approval of the Construction Manager’s monthly invoice by the City.

Payments due the Construction Manager that are unpaid for more than 30 Days from the due date of the invoice shall bear interest at the statutory rate.

7.2 Construction Phase Compensation. The portion of Contract Price applicable to the Construction Services shall be the aggregate of all approved GMP Amendments.

A. GMP. The Guaranteed Maximum Price is composed of the Direct Construction Costs and the Construction Fee. The Construction Manager is at risk to cover any additional Project costs. To the extent the combined total of the Direct Construction Costs and the Construction Fee at the conclusion of the Project is less than the GMP, the difference shall be retained by the City.

B. GMP Adjustment. If a GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 8. The markups permitted on such changes shall be no greater than the markups delineated in the approved GMP.

C. City's Contingency. City's Contingency funds are to be used at the discretion of the City to cover any increases in Project costs that result from City-directed changes or unforeseen Site conditions. City's Contingency will be approved in conjunction with the applicable GMP Amendment but will not be included in the full Contract Price. Markups for Construction Fee and taxes will be applied by the Construction Manager at the time that City's Contingency is used. The amount of contingency for each GMP amendment will be negotiated separately.

D. Payment Data. The Construction Manager shall submit to the City, upon request, all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to ensure the City has a complete and accurate understanding of all Project costs.

7.3 Adjustment in the Contract Price. Adjustment to the respective components of the Contract Price shall be made as follows:

A. Changes in the Work. For changes in the Work as provided in Article 8 below, the applicable Contract Price shall be adjusted as mutually agreed by the Parties, in writing, prior to commencement of any work pursuant to such changes.

B. Delays in the Work. For delays in the Work not caused, in whole or in part, by the Construction Manager, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, there will be an equitable adjustment in the Contract Price to compensate the Construction Manager for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Construction Manager or other parties identified in Subsection 7.3(B) above, the Construction Manager shall be paid an additional fee in the same proportion that the applicable portion of the Contract Price bears to the estimated applicable Cost of the Work, or as otherwise agreed to by the Parties.

ARTICLE 8 CHANGES IN THE WORK

8.1 Prescribed Methods for Changes. Changes in Construction Manager's Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the City and the Construction Manager. Changes involving (A) a change in the lump sum for the Pre-Construction Services set forth in Section 7.1 above or (B) a change in any GMP, shall be considered a Change Order and must be approved as an amendment to this Agreement and executed by the City and the Construction Manager. The Construction Manager shall not (A) perform any additional Services or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Construction Manager shall proceed to perform the Services required by the Change Order only after receiving written notice from the City directing the Construction Manager to proceed.

8.2 Change Control System. The Construction Manager shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting party. The requesting party shall submit detailed information to the Construction Manager for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Construction Manager shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work and the effect, if any, on the applicable GMP. The Construction Manager shall make a recommendation to the City pursuant to this Article 8 prior to the City's acceptance of all change requests.

8.3 Change Directives; Change Orders; GMP Adjustments. Changes in the Work that are within the general scope of this Agreement may be accomplished by Change Directive without invalidating this Agreement; provided, however, that any change in the Work that will result in an increase to a GMP or extension of the Substantial Completion date shall be pursuant to a Change Order approved by a written amendment to this Agreement clearly delineating the amounts attributable to compensation for the General Conditions Costs, the Construction Fee and other Cost of the Work.

8.4 Determination of Cost. An increase or decrease in a GMP resulting from a change in the Work shall be determined by one or more of the following methods:

- A. Unit prices set forth in this Agreement or as subsequently agreed.
- B. Mutually accepted, itemized lump sum.

C. Costs determined as defined in Article 3 above.

D. If an increase or decrease cannot be agreed to as set forth in Subsections 8.4(A) and (B) and the City issues a written order for the Construction Manager to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change.

8.5 No Obligation to Perform. The Construction Manager shall not be obligated to perform changed Work until a Change Directive or a Change Order/amendment to this Agreement, as applicable, has been executed by the City and the Construction Manager, except as provided in Subsection 8.4(D) above.

8.6 Adjustment of Unit Prices. If a proposed change alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the City or the Construction Manager, the unit prices shall be equitably adjusted and, if the result is an increase to a GMP, an amendment to this Agreement shall be executed.

8.7 Unknown Conditions. If, in the performance of the Work, the Construction Manager or its Subcontractor finds latent, concealed or subsurface physical conditions that (A) differ from the conditions the Construction Manager or its Subcontractor should have reasonably anticipated, (B) differ substantially from available soils reports or (C) differ substantially and materially from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, including clay soils and sandstone expressly noted as commonly occurring in the Project area), then the applicable GMP compensation and/or the Substantial Completion date may be equitably adjusted only if the Construction Manager notifies the City within seven Days after the conditions are first observed in accordance with Article 6 above.

8.8 Emergencies. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in a GMP, compensation for Pre-construction Services, the Contract Price and/or extension of the Substantial Completion date on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 9 PAYMENT

9.1 Progress Payments.

A. Submittal Process. On or before the 15th day of each month after the construction phase has commenced, the Construction Manager shall submit to the City an "Application for Payment" consisting of the Cost of the Work performed up to the end of the prior month, including the cost of material stored on the Site or at other locations approved by the City, along with a proportionate share of the Construction Fee. For the purpose of audit, prior to submission of the next Application for Payment, the Construction Manager shall make available at the request of the City a statement accounting for the disbursement of funds received under the

previous Application. The form and extent of such statement shall be as agreed upon between the City and Construction Manager.

B. City's Payment. Within seven Days after approval of each monthly Application for Payment, the City shall pay directly to the Construction Manager the appropriate amount for which Application for Payment is made, less amounts (1) previously paid by the City, (2) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies that are set forth in writing and provided to the Construction Manager and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Construction Manager warrants and guarantees that the title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Construction Manager free and clear of all liens, claims, security interests or encumbrances.

D. Non-Conforming Work. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Agreement or the Contract Documents.

E. Unfinished Items. Upon Substantial Completion of the Work, the City shall pay the Construction Manager the unpaid balance of the Cost of the Work, General Conditions Costs and the Construction Fee, less a sum equal to the Construction Manager's estimated cost of completing any unfinished items as agreed to between the City and the Construction Manager as to extent and time for completion. The City thereafter shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

9.2 Retainage.

A. Exceptions to Retainage Requirement. No retainage shall be withheld with respect to gross receipts tax and premiums for bonds and insurance.

B. Amount Retained. With respect to the Work, the City shall retain 10% of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by the Contract Documents.

1. Any securities submitted by Construction Manager in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payee with Construction Manager on all such securities.

2. When the Work is 50% completed, one-half of the amount retained including any securities substituted pursuant to Subsection 9.2(B)(1) shall be paid to the Construction Manager upon the Construction Manager's request, provided the Construction Manager is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents may be retained, provided the Construction Manager

is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, 10% retention shall be reinstated for all progress payments made under the Contract Documents after the determination.

9.3 Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the Site, conditioned upon the Construction Manager furnishing evidence to the Owner that (A) title to the materials and equipment will pass to the City upon payment therefore, (B) the materials and equipment are adequately insured and (C) such other matters as the City may reasonably request in order to protect its interests.

9.4 Title to Construction Work. The Construction Manager warrants that title to all Work covered by an Application for Payment shall pass to the City no later than the time of payment. The Construction Manager further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.5 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset against any money due to the Construction Manager any amounts Construction Manager owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

9.6 Final Payment.

A. Fully Completed Work. Final payment, consisting of the unpaid balance of (1) the Cost of the Work, (2) compensation for Pre-Construction Services and (3) the Construction Fee, shall be due and payable when the Work is fully completed and accepted by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

B. Waiver of Claims. In making final payment, the City waives all claims against the Construction Manager except for:

1. Outstanding liens.
2. Improper workmanship or defective materials.

3. Work not in conformance with the Contract Documents or work not completed.
4. Terms of any special warranties required by the Contract Documents.
5. Delivery to City of all warranties, operation and maintenance manuals, record drawings and other documents as required by the Contract Documents.
6. Right to audit Construction Manager records for a period of three years.
7. Claims previously made in writing that remain unsettled.

C. Acceptance as Waiver. Acceptance of final payment by the Construction Manager shall constitute a waiver of affirmative claims by the Construction Manager against the City, its employees, elected officials and agents, except those previously made in writing and identified as unsettled at the time of final payment.

9.7 Payments to Subcontractors.

A. The Construction Manager shall pay its Subcontractors or suppliers within seven Days of receipt of each progress payment from the City and as required by Arizona law. The Construction Manager shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Construction Manager shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Construction Manager shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Construction Manager. No Contract between the Construction Manager and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Construction Manager agrees that if it fails to make payments in accordance with these provisions, the City may take any one or more of the following actions:

1. Hold the Construction Manager in default under this Agreement.
2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.
3. Reject all future offers to perform work for the City from the Construction Manager for a period not to exceed one year from Substantial Completion date of this Project.

4. Terminate this Agreement.

5. Make a claim against the bonds required pursuant to Article 11.

C. No Waiver. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Construction Manager shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

9.8 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after Final Completion of the Project.

B. Audit Rights. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

C. Pricing Data Inaccuracies. The City reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by the City in its sole discretion, if, upon audit of the Construction Manager's records, the audit discloses the Construction Manager has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Construction Manager shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. City Remedies. The City reserves the right to decrease Contract Price and/or payments made under this Agreement, in an amount determined by the City in its sole discretion, if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance Representations and Requirements.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Construction Manager. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery

(subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Construction Manager. Construction Manager shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement.

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

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

11. Endorsements. Construction Manager shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. Construction Manager shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Construction Manager shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Construction Manager's owned, hired and non-owned vehicles assigned to or used in the performance

of the Construction Manager's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Construction Manager shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Construction Manager'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. Builder's Risk Insurance. Unless expressly waived by the City in a written amendment to this Agreement, the Construction Manager shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Construction Manager, and the Construction Manager's Subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

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

10.2 Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the

extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with Construction Manager's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

ARTICLE 11 BONDS

11.1 Performance Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security binding the Construction Manager to provide faithful performance of the Agreement in the amount of 100% of the percentage of the GMP attributable to the Construction Services, payable to the City, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services or any other related services. Performance security shall be in the form of a performance bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. In case of default the City reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit I, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

11.2 Payment Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security for the protection of claimants supplying labor or materials to the Construction Manager or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services or other related services related to the Agreement. Payment security shall be in the amount of 100% of the portion of the GMP attributable to the Construction Services and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. All payment bonds shall be executed on a the form attached hereto as Exhibit J, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 12

TERMINATION AND SUSPENSION

12.1 Termination by the Construction Manager.

A. Procedure. Upon 30 Days' written notice to the City of one of the reasons set forth below, and if the City fails to cure or initiate reasonable action to cure within 30 Days of receipt of said notice, the Construction Manager may terminate this Agreement for any of the following:

1. If the Work has been stopped for a 60-Day period:
 - a. Under court order or order of other governmental authorities having jurisdiction; or
 - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.
2. If the Work is suspended by the City for more than 60 Days.
3. If the City materially delays the Construction Manager in the performance of the Work.
4. If the City otherwise materially breaches this Agreement.

B. Payment to Construction Manager. Upon termination by the Construction Manager in accordance with Subsection 12.1(A) above, the Construction Manager shall be entitled to recover from the City payment for all Work completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions and profit on the Work performed. The City may subtract reasonable estimates of costs for deficient work from the payments noted above.

12.2 Termination by the City for Cause.

A. Construction Manager Default. If the Construction Manager refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 Days after the Construction Manager receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

B. Construction Manager Insolvency. Upon the appointment of a receiver for the Construction Manager, or if the Construction Manager makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three Days' written notice to the Construction Manager. If an order for relief is entered under the bankruptcy code with respect to the Construction Manager, the City may terminate this Agreement by giving three Days' written notice to the Construction Manager unless the Construction Manager or the trustee does all of the following:

1. Promptly cures all breaches within such three-Day period.
2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breach(es).
4. Assumes the obligations of the Construction Manager within the established time limits.

C. Failure to Agree on a GMP. If the City and the Construction Manager fail, after good faith efforts, to agree upon a GMP, this Agreement may be terminated upon 15 Days' notice from either Party to the other. In the event of a termination for failure to agree on a GMP, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination under this Subsection.

12.3 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Construction Manager, terminate this Agreement, in whole or in part, for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Construction Manager shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination of convenience by the City.

12.4 Set Off. Upon termination of this Agreement by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Construction Manager by whatever method the City may deem expedient. Also, in such case, the Construction Manager shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Construction Manager under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Construction Manager are unable to agree

on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Construction Manager may dispute the City's assessment of the termination amount by the method of dispute resolution under Article 13 of this Agreement.

12.5 Suspension by the City for Convenience.

A. Procedure. The City may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience, but not in abrogation of the rights given Construction Manager in Section 12.1 above.

B. Adjustments to GMP and Schedule. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable GMP and/or the applicable Substantial Completion date. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 13.4 (G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Agreement, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to agreements containing this ADR provision.

13.2 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process. The City and Construction Manager shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

13.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Construction Manager declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of

notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that it shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five Days after the hearing.

13.4 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 13.4(G) below, shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator in writing within three Days of receipt of the Neutral Evaluator's decision of a request for arbitration. If the Construction Manager requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the Parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 13.4(M) and the proceeds from the bond shall be allocated in accordance with Subsection 13.4(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Construction Manager's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the Parties' arbitrators as set forth in Subsection 13.4(B) below. If one or more Subcontractor(s) is (are) involved in a dispute, the Subcontractors shall agree on an appointee to serve as arbitrator on behalf of all such Subcontractors. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The Parties' arbitrators shall choose the Neutral Arbitrator within five Days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 13.2 above. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator." The Default Neutral Arbitrator shall be selected as follows: the City and the Construction Manager shall each submit two names to the presiding judge of the Maricopa County Superior Court, who shall select one person to serve as the Default Neutral Arbitrator.

C. Expedited Hearing. The Parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any Party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration

having been submitted. This deadline can be extended only with the consent of all the Parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost-effective manner giving regard to the rights of all parties. Each Party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision. The chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the chairman.

E. Hearing Days. In order to effectuate Parties' goals, the hearing once commenced, will proceed from Day to Day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 13.4(M) below. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual Party in excess of 20% of the original Agreement amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual Party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any Party may contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any Party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any Party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any Party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may: (1) at the request of any Party, join and/or sever Parties, and/or claims arising under other contracts containing this ADR provision and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever Parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the Parties' goal of the prompt and efficient resolution of disputes; provided, however, that the Construction Manager, the Project Designers and other Project professionals shall not be joined as a Party to any claim made by a Subcontractor. Nothing herein shall create the right by any Party to assert claims against another Party not germane to the Agreement or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding Parties not in privity with the City. The Construction Manager cannot be joined to any pending arbitration proceeding, without the Construction Manager's express written consent, unless the Construction Manager is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the chairman or Arbitration Panel of any powers contrary to or inconsistent with this Agreement or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing *de novo*.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq.*

M. Fees and Costs. Each Party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fees, and the prevailing Party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing Party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing Parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be paid by the City.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no Party shall, except for disclosures to a Party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the Parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any Party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a Party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Construction Manager against the City or in favor of the City against the Construction Manager shall be reduced to a Change Order amendment to this Agreement and executed by the Parties in accordance with the award and the provisions of this Agreement.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Agreement performance period which reasonably should have or could have been brought against any Party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any Party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Construction Manager shall cooperate with the City in efforts to include this ADR provision in all other Project subcontracts. The Construction Manager agrees that any modification to this ADR provision that is included in the construction or other subcontracts shall also apply to the Construction Manager. It is the intent of the Parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

ARTICLE 14 ADDITIONAL PROVISIONS

14.1 Confidentiality. The Construction Manager shall not disclose or permit the disclosure of any confidential information except to its agents, employees and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

14.2 Limitation and Assignment. The City and the Construction Manager each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the City nor the Construction Manager shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank for securing loans without approval of the City. Nothing contained in this Section shall prevent the Construction Manager from employing such consultants, associates or Subcontractors as the Construction Manager may deem appropriate to assist in performance of the Services hereunder.

14.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Construction Manager. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

14.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

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

14.6 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:

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Michael Wawro, City Attorney
 Attn: Tiffany Copp, Procurement Administrator

If to Project Designers: Architekton, Inc.
 4646 South Farmer Avenue, Suite 101
 Tempe, Arizona 85281
 Attn: Joseph Salvatore

If to Construction Manager: Core Construction, Inc.
 3036 East Greenway Road
 Phoenix, Arizona 85032
 Attn: Todd Steffen

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 Section. 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.

14.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

14.8 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition right with respect to further performance.

14.9 Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.10 Asbestos Free Materials. The Project is to be constructed by the Construction Manager with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the City by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City notwithstanding any statute of limitations or other legal bar to any claim by the City.

14.11 Cancellation. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

14.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants herein shall survive termination of this Agreement.

14.13 Endangered Hardwoods Prohibited. Construction Manager shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

14.14 Records and Audit Rights. Construction Manager's and its Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Construction Manager and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 14.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Construction Manager's and its Subcontractors' compliance with the Arizona employer sanctions laws

referenced in Subsection 14.15 below. To the extent necessary for the City to audit Records as set forth in this Subsection, Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Construction Manager pursuant to this Agreement. Construction Manager and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or its Subcontractors reasonable advance notice of intended audits. Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Construction Manager's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.16 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

14.17 Independent Contractor. The Construction Manager is and will be an independent contractor and whatever measure of control the City exercises over the work or deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Agreement will give or be construed to give the City the right to direct the Construction Manager as to the details of accomplishing the work or deliverable. These results will comply with all applicable laws and ordinances.

14.18 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Construction Manager informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City.

Construction Manager hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Construction Manager”

CORE CONSTRUCTION, INC.
a(n) Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of CORE CONSTRUCTION,
INC., a(n) Arizona corporation, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above
document on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Construction Documents]

See following pages.

EXHIBIT B
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Amendments]

See following pages.

EXHIBIT C
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[GMP Proposals]

See following pages.

EXHIBIT D
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Master Schedule]

See following pages.

EXHIBIT E
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Subcontractor Selection Program]

See following pages.

EXHIBIT F
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Traffic Control/Construction Sequencing]

See following pages.

EXHIBIT G
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Allowable General Conditions Cost Line Items]

See following pages.

ALLOWABLE GENERAL CONDITIONS COST LINE ITEMS

On-Site Project Management Staff
Safety Coordinator/Assistant(s)
Project Executive
Office Engineer(s)
Project Expeditor(s)
Assistant Superintendent(s)

CPM Scheduler
Superintendent(s)
Project Manager(s)
Project Support Staff
Out-of-State Project Specific Travel*

Bonds and Insurance
Builder's Risk Insurance
General Liability Insurance
Payment and Performance Bonds
Other Project Insurance as Required by Contract

Temporary Project Utilities
Non-LEED Recycling Dumpsters
Project Electricity
Monthly Telephone / Internet Service
Street Rental and Barricades
Fencing and Covered Walkways
Site Erosion Control (BMP) and Project Entrance(s)

Temporary Toilets
Temporary Fire Protection
Telephone / Internet System Installation
Temporary Water Distribution and Meters
Temporary Electrical Distribution and Meters
Project Water, Ice and Supplements to Prevent Dehydration

Field Offices & Office Supplies
Partnering Costs
Job Photos/Videos
Project Specific Signage
Postage/Special Shipping
Project/As-Built (Record) Drawings
Project Milestone Event(s)*
Move-In/Out and Office Setup
Employee Identification System
Small Tools and Storage Trailers
Monthly Office Trailer Rental Costs
Mobilization and Demobilization (Equipment Only)

First Aid Supplies
Reproduction Services
Monthly Office Supplies
Remote Parking Expenses
Project Reference Manuals
Security System/Watchman
Safety Material and Equipment
Drinking Water and Accessories (Including Ice)
Office Clean-Up/Janitorial Services
Field Engineering

* Specific justification and all estimated costs shall be submitted and approved by the City prior to any travel or event.

EXHIBIT H
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Pre-Construction Cost Summary]

See following pages.



May 16, 2019

Abacus Project Management Inc.
3030 North Central Avenue, Suite 803
Phoenix, AZ 85012
Attn: Richard Carr

Re: Preconstruction Services Fee Proposal for
City of Avondale Police Expansion

Dear Richard,

We appreciate the opportunity to provide this proposal for preconstruction services on the City of Avondale Police Expansion project. We are honored by the trust you have placed in our team, and we are fully committed to providing Preconstruction Services in real time for Avondale to make informed decisions that will serve the end-users of this building for decades to come.

Project Defining Elements

- 1) Currently Proposed GMP Construction Budget: \$7,450,000.00.
- 2) Construction Budget includes a minimum 3% Owner's Contingency.
- 3) Proposed PreConstruction Duration: 6 months
- 4) Project Scope: Approximately 15,000 SF of new construction addition and approximately 6,000 SF of renovation at existing Police Headquarters. A portion of the new construction addition will be 2 stories with a mezzanine. The remaining portion will have a floor deck for the roof for future expansion. The new construction will include Property & Evidence, Community Services, and Professional Standards. The renovation will include new briefing, conference rooms, report writing touch down stations, Police break room, training, Community Services, Records expansion, and secure lobby revisions. Site work will include any upgrades required for expansion including utility and building services, new exterior storage for Property & Evidence and 14 new parking spaces in secure yard (see attached).
- 5) Proposal to include site investigation of dry and wet utilities impacted by project including potholing, utility locating, and scoping of site and building service lines. Please note City had video within 3 years of existing site service lines for CORE's use to review.

CORE understands that the defining elements for this project is subject to change. We also understand and anticipate that there will be separate project meetings and potentially multiple GMP deliverables as required to achieve best value and maintain a schedule that best meets the needs of the City and the end-users. See the list of services by design phase below. They are solely meant to

serve as context for developing the overall preconstruction needs which are defined in the following portion of this proposal.

Basic Scope of Services

CORE's scope of services begins with a clear **Mission** to provide **Leadership** and **Professional Service** towards **Best Value**. While not responsible for design, our preconstruction team will be an actively providing early accurate estimates, options, comprehensive scheduling and leveraging our long-standing subcontractor relationships towards developing a Best Value Guaranteed Maximum Price Proposal. Below, we have compiled a more specific list of services that will facilitate this mission.

1. Schematic Phase

At this phase the design team will begin to put form to the needed functionality and basic size of the project as identified during programming. By the end of schematic design, the building size and footprint will be determined. The entire team will begin to see the building take shape; textures and materials will begin to be considered, the building structure and envelope will be settled, mechanical systems will begin to be considered, light fixture package allowances will be developed, and special systems requirements and responsibility matrix will be outlined.

a. CORE's Role during the schematic phase

To create a detailed flexible cost model on the entire building and site based upon the schematic documents. This cost model will account for quantity, quality, intent, big picture outcomes and unique features of work. CORE will assist in determining the Best Value structure, skin and systems; as well as properly accounting for finishes, equipment and specialties.

b. Basic Scope of Services required to fulfill this role

i. Detailed Quantity Take-off & Estimate

CORE will utilize On-Screen Take-off software to provide a detailed quantity estimate that is graphically represented. This take-off will identify scope and quantities by being directly overlaid onto the schematic documents.

ii. Work Breakdown Structure (WBS)

The WBS is essentially the summary of the detailed estimate. It will be summarized the same way at each phase so the team will clearly see the cost variance between line items. It will be organized based upon the "ten groups" study delivered at programming. Contingencies already defined in CMAR Agreement will not be modified, but any others may be defined.

iii. Basis of Estimate

This document will provide any further clarification to our assumptions.

iv. Options Studies

Provide appropriate options analysis on the building structure, skin and systems as well as on the unique features of work if necessary. These options studies will not look at cost impacts alone, but safety, QA/QC, logistics, constructability and schedule impacts as well.

v. Big Picture Outcome Desires (BPO's)

CORE will revisit the BPO's previously established to make sure the team remains focused on achieving each one.

- vi. Identify Unique Features of Work (UFW)
Unique features of work include anything that makes this project unique or is identified as a potential risk. These items may include specific site logistic issues, site coordination challenges, or even specific unique materials that the design team is considering. The identification of these unique features will assist in keeping the team focused on the most important aspects of the project in order to achieve Best Value.
- vii. Constructability Review
The purpose of the Constructability Review is to develop design issues related to construction. This deliverable will be the result of the team study of the unique features of work. This study will analyze each UFW for:
 - 1. How does it impact the milestone schedule?
 - 2. Should the team involve a subcontractor for additional feedback?
 - 3. What safety considerations should be made?
 - 4. Are there any site logistics issues?
 - 5. How should it be detailed on the documents?
 - 6. What are the QA/QC considerations?
 - 7. Are there options to consider?
- viii. Updated Preconstruction and Construction Schedule
This will be developed from the detailed quantity estimate.
- ix. Development of initial prequalified subcontractor list
This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade. CORE will pursue subcontractor input at this stage will be focused on unit cost and constructability.

2. Design Development Phase

At this point the building's size, structure, skin and systems have been determined. The goal at design development will be for the team to begin to focus in on determining finishes and details as well as site layout and function. The project specifications will begin to be developed.

- a. *CORE's Role during the design development phase*
To provide detailed estimate information on the project based upon subcontractor feedback and quantity take-off. CORE will also provide options analysis on finishes for both the building and site.
- b. *Basic Scope of Services required to fulfill this role*
 - i. Detailed Quantity Take-off & Estimate
CORE will make changes to the cost model to reflect the design development documents.
 - ii. Work Breakdown Structure (WBS)
The WBS will be updated to reflect design evolution. CORE will provide a variance report with each estimate.
 - iii. Basis of Estimate
This document will evolve with the documents and estimate to clarify further and info design as it moves forward.

- iv. Options Studies
Provide appropriate options analysis on the building & site finishes.
- v. Big Picture Outcome Desires (BPO's) Update
- vi. Update the list of Unique Features of Work (UFW)
- vii. Constructability Review
Again, the purpose of the constructability review is to develop design issues related to construction. This information will be updated based upon newly identified UFWs:
- viii. Updated Preconstruction and Construction Schedule
- ix. Prequalified Subcontractor List
CORE will provide a specific list of subcontractors to actually bid the design development documents.
- x. Initial Site Lay-Down and Logistics Plan
This will be the first draft submitted to the team for review. It will indicate site access, site control, material lay-down, and trailer location.

3. Construction Documents Phase

During this phase the team will work to finalize all details, finish schedules, site details and project specifications in preparation for submission to local jurisdictions for permitting.

a. CORE's Role during the construction document phase

To review the documents as they evolve for constructability and coordination. Provide cost feedback on details such as City review comments and minor building code requirements. During this phase CORE will provide the Guaranteed Maximum Price.

b. Basic Scope of Services required to fulfill this role

- i. Work Breakdown Structure (WBS) for GMP
This estimate summary will look just as it did at all other phases. It will be supported by competitive bids from prequalified subcontractors.
- ii. Basis of Estimate
This will be the clarification to the GMP. It may define allowances, proprietary specifications and/or vendors, and anything else that serves to clarify the basis of our estimate. Contingencies already defined in CMAR Agreement will not be modified, but any others may be defined.
- iii. Big Picture Outcome Desires Update
CORE will provide an audit of the stated BPOs to ensure they have been achieved.
- iv. Updated Unique Features of Work
This list will continue to evolve even after GMP.
- v. Constructability Review
This will be an updated look at the analysis done in previous phases as well as a look at the newest UFW.
- vi. Updated Detailed Construction Schedule
This will include all predecessors and successors and all required relationships.
- vii. Finalized List of Prequalified Subcontractors to Bid

CORE will look for input from the entire team on the final list of invited subcontractors. This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade.

viii. Final Site Logistics Plan

As all other details are finalized CORE will have the information necessary to submit the site logistics and lay-down plan for approval.

ix. Site Specific Safety Plan

CORE will submit for approval a safety plan that will reflect actual site conditions for the Dispatch Site.

x. Pre-preparatory QA/QC Plan

This will summarize the findings of the UFW analysis done in previous phases.

4. General Comments

a. Building Information Modeling During Preconstruction

- i. CORE will use the REVIT model provided by the designer to look for clashes and elevation coordination (ie. condensation locations vs ceiling heights). We'll also use this modeling effort to provide clarification to subcontractors for bidding.

b. Meeting Attendance

- i. CORE will be present at all schematic, design development and construction documents meetings.

c. LEED

- i. CORE has not considered costs for a LEED Champion or registration with the USGBC.

d. Site Investigation

- i. CORE included an Allowance of \$5,000.00.

e. Additional Services

- i. CORE included an Allowance of \$5,000.00

Preconstruction Fee

We propose to provide these services for a Lump Sum of \$67,968, not including the allowances.

Description	QTY	Units	Total
Project Director	1	WKS	\$4,860
Dir. of Preconstruction	3	WKS	\$14,580
Preconstruction Manager	6	WKS	\$23,544
Project Manager	2	WKS	\$7,848
Asst. Preconstruction Manager 1	3	WKS	\$9,828
Virtual Construction Manager	1	WKS	\$3,384
Superintendent	1	WKS	\$3,924
			\$67,968

Phase of Preconstruction	% of Preconstruction	Total
Schematic Design	25%	\$ 16,992
Design Development	30%	\$ 20,390
Construction Documents	45%	\$ 30,586
	100%	\$ 67,968
Site Investigation Allowance		\$ 5,000
Additional Services Allowance		\$ 5,000
		\$ 77,968

Please do not hesitate to contact me with any further questions or concerns. We are grateful for the opportunity to serve you and we are looking forward to working with the City of Avondale team on this exciting new project.

Sincerely,



Todd Steffen
President
CORE Construction Services, Inc.

EXHIBIT I
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT J
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
CORE CONSTRUCTION, INC.

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record



CITY COUNCIL REPORT

SUBJECT: Construction Manager at Risk Agreement with Haydon Building Corp. for the Resource and Senior Center

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to award a Construction Manager at Risk contract to Haydon Building Corp. for the construction of the co-located Resource and Senior Center, authorize payment in the amount of \$101,981 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved the a co-located Resource and Senior Center facility at the southwest corner of 10th Street and Riley Drive in Historic Avondale, and directed staff to move forward with the design and construction of the facility. A dedicated Project Manager, Abacus Project Management, Inc., was retained to manage the day-to-day project management services associated with the development of this facility.

On February 05, 2019, the City let a Request for Statement of Qualifications (RFQ) for the design phase of this facility and the design contract was ultimately awarded by City Council to Architekton on March 25, 2019.

DISCUSSION:

On March 27, 2019, the City let RFQ NFS 19-084 seeking a licensed and qualified Construction Manager at Risk (CMAR) to perform pre-construction and construction services for this project. Bids were due on April 17, 2019. Four firms submitted statements of qualifications (SOQ) and an evaluation panel was convened to assess the SOQ's. Through this qualification process, Haydon Building Corp. (Haydon) was selected to provide CMAR services for this project.

Staff is seeking to award the pre-construction services phase of the CMAR services to Haydon in an amount not to exceed \$101,981. The pre-construction services shall include project kickoff, project meetings, site investigation, plan and constructability reviews, modeling and preparing project estimates.

Staff anticipate coming before Council in early 2020 to award Guaranteed Maximum Price (GMP) 1 to begin physical construction.

STRATEGIC PLAN ALIGNMENT

Initiative:

Foster Sustainable Community Development

Goal:

Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

Objective:

Procure and work with a Construction Manager at Risk to deliver pre-construction and construction services for the City's new Resource Center.

BUDGET IMPACT:

Staff recommends that the City Council approve a Construction Manager at Risk contract with Haydon Building Corp. for the construction of the co-located Resource and Senior Center in the amount of \$101,981, authorize payment in the amount of \$101,981 for pre-construction services, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents

RECOMMENDATION:

Funding for this agreement in the amount of \$101,981 is available in Capital Improvement Program budget 322-1410-00-8230, Resource Center.

**CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION**

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT (this “Agreement”) is made June 03, 2019, by and between the City of Avondale, an Arizona municipal corporation (the “City”), and Haydon Building Corporation, a/n Arizona corporation (the “Construction Manager”), for design phase review and complete construction services related to the Avondale Senior and Resource Center project, located at 10th Avenue and Riley Drive in Avondale Arizona, and other items as deemed necessary by the City (the “Project”). The City and the Construction Manager are referred to herein individually as a “Party” and collectively as the “Parties.”

**ARTICLE 1
GENERAL**

1.1 Project Summary. The Construction Manager shall perform all pre-construction services set forth in Article 2 below (the “Pre-Construction Services”) and, subject to Section 1.2 below, management and construction services set forth in Article 4 below (the “Construction Services”) (the Pre-Construction Services and the Construction Services are collectively referred to as the “Services”), including providing all material, equipment, tools and labor necessary to complete the Work (as defined below) described herein and reasonably inferable from the Contract Documents (as defined below), including the upgrades and improvements to be encompassed in the Project. The Construction Manager will also coordinate with and provide comments to Architekton (the “Project Designers”) to ensure that the Project design is constructible within the established budget.

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) review of the Project Designers’ Construction Documents pursuant to Section 2.2 below and (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the “Pre-Construction Phase General Services”). The Construction Manager shall be compensated on an hourly basis, at the agreed-upon hourly rates and a stipulated not-to-exceed total fee, for the Pre-Construction Services as set forth in Section 7.1 below, provided that such services may extend through the construction phase for various components of the Project. At the point in the Pre-Construction Services as determined by the City, the City may, in its sole discretion, request that the Construction Manager submit a proposal for a guaranteed maximum price (“GMP”) for construction of the Project, which may be submitted as a single GMP or as multiple GMPs at the City’s sole discretion. The Construction Manager shall prepare and submit the GMP Proposals pursuant to Article 3 below. If the City and the Construction Manager agree upon the respective GMP Proposals, the Construction Manager shall furnish, with respect to each GMP Proposal (A) such environmental investigation services as applicable pursuant to Section 2.1 below and (B) the Construction Services set forth in Article 4 below. If the City and the Construction Manager

cannot, after good faith efforts, agree on the GMP, the City may, in its sole discretion, terminate this Agreement (subject to the terms and conditions set forth in Section 12.2 below).

1.3 Definitions.

A. “Additional Services” means services not initially included as part of the Work, but which are later identified as necessary or desirable by the City, as more fully described in Section 4.17 below.

B. “Applicable Law” means any law, rule, code, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by, any governmental body having jurisdiction, applicable or relating to the design, permitting, construction, equipping, financing, ownership, possession, or any other transaction or matter contemplated hereby relating to the design and construction of the Project.

C. “Change Directive” means a written order prepared and signed by the City and the Construction Manager, approving a change in the Work that does not require an adjustment in the Contract Price or the Contract Time.

D. “Change Order” means a contract amendment issued after execution of this Agreement or future GMP Amendments signed by the City, Construction Manager and other parties, as may be required or appropriate, agreeing to an addition, deletion or revision in the scope of Work, an adjustment to the Contract Price, an adjustment to the Contract Time or other modifications to Contract terms.

E. “City’s Contingency” means a fund used at the discretion of the City, usually for costs that result from City-directed changes.

F. “Construction Documents” means the plans, Specifications and drawings prepared by the Project Designers after correcting for permit review requirements, and as approved by the City Manager or authorized designee. The Construction Documents, once approved by the City as 100% complete, shall be attached hereto as Exhibit A and incorporated herein by reference.

G. “Construction Fee” means the portion of Construction Manager’s compensation not related to Direct Construction Costs, as set forth in Subsection 3.4 below.

H. “Contract Documents” means all of the following:

1. Change Orders and written amendments to this Agreement, including the amendments, if any, relating to the respective GMPs (the “GMP Amendments”), signed by both the City and the Construction Manager, attached hereto as Exhibit B and incorporated herein by reference.

2. This Agreement.

3. The Construction Documents.

4. The Construction Manager's Guaranteed Maximum Price Proposals (the "GMP Proposals"), attached hereto as Exhibit C and incorporated herein by reference, including but not limited to:

a. The Construction Manager's proposed scope of services and fee breakdown for each GMP Proposal (the "Scope").

b. The Master Schedule relating to the applicable Scope developed in accordance with Subsection 2.3(C) below and updated as set forth in this Agreement, attached hereto as Exhibit D and incorporated herein by reference.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

I. "Contract Price" means the total compensation to be paid to the Construction Manager, as more fully described in Article 7 below.

J. "Contract Time" means the Days, as set forth in Article 6, indicating the period of time, including authorized adjustments, allotted in the Contract Documents to achieve Substantial Completion of the Work.

K. "Cost Model" means the detailed cost information for the Project as described in Subsection 2.3(D) below.

L. "Cost of the Work" means the portion of Direct Construction Costs necessarily incurred by the Construction Manager in the proper performance of the Work as more specifically set forth in Section 3.3(B) below.

M. "Critical Path" means the sequence of activities from the start of the Work to Substantial Completion of the Project for which any delay in the completion of these activities will delay achieving Substantial Completion.

N. "Day(s)" means calendar day(s) unless otherwise specifically noted in the Contract Documents.

O. "Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (1) materially differ from the conditions indicated in the Contract Documents or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized in the area of the Site as inherent in the Work.

P. "Direct Construction Costs" means General Conditions Costs and Cost of the Work as set forth in Section 3.3 below.

Q. "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

R. “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney’s fees, that are incurred at any time as a result of the existence of Environmental Conditions upon, about or beneath the Project Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site.

2. Fees incurred for the services of attorneys, consultants, the Construction Manager, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Environmental Conditions or violation of Environmental Requirements.

3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in Subsections 1.3(R)(1) and (2) above.

S. “Environmental Requirements” means all applicable laws, statutes, regulations, rules, ordinances, common law codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States, the State of Arizona, Maricopa County and all applicable, judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1. (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) (42 U.S.C. § 9601, *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (b) defined as a “regulated substance” within the meaning of Subtitle I of the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6691 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (c) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (d) the Clean Air Act (42 U.S.C. § 7401 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (e) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); (f) Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*); (g) the Solid Waste Disposal Act (42 U.S.C. § 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; or (h) defined as “hazardous”, “toxic”, or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

2. Asbestos or asbestos-containing materials.

3. All requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges,

releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

4. All requirements pertaining to the protection of the health and safety of employees or the public.

T. “Final Completion” means completion of the Project, including Punch List items, by the Construction Manager in accordance with the Contract Documents, certified to the City by the Construction Manager.

U. “Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

V. “General Conditions Costs” means a portion of the costs incurred by Construction Manager during the construction phase, as set forth in Section 3.3(A) below.

W. “Hazardous Materials” means any substance as defined under Environmental Requirements including:

1. The presence of which requires notification, investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.

2. Which is or becomes defined as a “hazardous waste”, “hazardous substance”, pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto.

3. Which is petroleum, petroleum products, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; and, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing.

4. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.

5. The presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site.

6. The presence of which on adjacent properties could constitute a trespass by the Construction Manager or the City.

X. “Master Schedule” is defined as set forth in Subsection 2.3(C) below.

Y. “Project Record Document(s)” means the document(s) created pursuant to Section 4.12.

Z. “Punch List” means that list of items provided by City to the Construction Manager at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by the Construction Manager after Substantial Completion.

AA. “Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the Construction Manager or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

AB. “Site” means the land or premises on which the Project is located.

AC. “Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

AD. “Subcontractor” means a person or entity employed or engaged by the Construction Manager or any person or entity directly or indirectly in privity with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include any separate contractor employed by the City.

AE. “Substantial Completion” means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding, concurrent construction at the Site, except as may be required to complete or correct Punch List items.

AF. “Underground Storage Tank” shall have the definition assigned to that term by § 9001 of RCRA, 42 U.S.C. § 6991, as amended, and also shall include: (1) any tank of 1,100 gallons or less capacity used for storing motor fuel; (2) any tank used for storing heating oil for consumption on the premises where stored; (3) any tank used for storing waste oil; (4) any septic tank; and (5) any pipes with oil dispensers connected to items listed in clauses 1.3(AA)(1) and 1.3(AA)(2) above.

AG. The “Work” means, collectively, the (1) environmental investigation set forth in Section 2.1 below, (2) Review of Construction Documents and design remedies set forth in Section 2.2 below, (3) Pre-construction Phase General Services set forth in Section 2.3 below, (4) Construction Services provided in accordance with Article 4 below, if applicable, (5) Additional Services that may be provided pursuant to an approved Change Directive or Change Order in accordance with Article 8 below and (6) other services that are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

1.4 Cooperative Relationship. The City and the Construction Manager agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, but without sacrificing quality. The City and the Construction Manager agree to consider design modifications and alternative materials or equipment if necessary to permit the Project to be constructed by the dates of Substantial Completion and Final Completion, as established by the mutually-agreed-upon Master Schedule attached hereto.

1.5 City Representations.

A. Project Designer Selection. The City has contracted separately with the Project Designers to provide engineering and design for the Project.

B. City's Project Manager. City has either designated a City staff member to act as City's Project Manager and/or has contracted separately with a person, firm or corporation to act as City's Project Manager. The City's Project Manager has no design responsibilities of any nature. None of the activities of City's Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by the Construction Manager, the Project Designers or sub-consultants. All instructions by the City relating to this Agreement will be issued or made through the City's Project Manager. All communications and submittals of Construction Manager to the City shall be issued or made through the City's Project Manager unless the City or the City's Project Manager shall otherwise direct. The City's Project Manager shall not unreasonably withhold approval for the Construction Manager to communicate directly with other City officials or the Project Designers. Throughout the term of this Agreement the City's Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Construction Manager and to call periodic conferences to be attended by the Construction Manager and the Construction Manager's Subcontractors.

C. Limited Project Management. None of the City's project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.

D. No Third Party Relationships. The Construction Manager assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the Construction Manager.

E. Requests for Information. The City shall examine requests for information/direction submitted by the Construction Manager and shall render decisions thereto promptly. The City shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work (1) in cooperation with the Construction Manager, (2) consistent with this Agreement and (3) in

accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the City.

F. Notice to Construction Manager of Defect. If the City, or other delegated representative, observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the delegated representative shall provide notice to the City and, upon receipt of the City, shall give written notice thereof to the Construction Manager.

G. Approvals. The City shall secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the Project.

H. Communication. The City, its representatives and consultants shall communicate with the Subcontractors only through the Construction Manager unless otherwise directed or permitted by the Construction Manager.

I. Notices. The City shall send to the Construction Manager, and shall require the Project Designers to send to the Construction Manager, copies of all notices and communications sent to or received by the City or the Project Designers relating to the Construction Manager's Services with respect to the Project.

1.6 Construction Manager Representations.

A. Standards. The Construction Manager shall provide the professional management and construction services for the Project in accordance with the terms and conditions of this Agreement. The Construction Manager covenants with the City to furnish its skill and judgment with due care and in accordance with the highest standards of its profession and with Applicable Law in effect on the date of this Agreement or as subsequently amended.

B. Subcontractor Selection Program. In conjunction with its response to the City's RFQ, the Construction Manager submitted to the City a written procedure in conformance with ARIZ. REV. STAT. § 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as Exhibit E and incorporated herein by reference. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Construction Manager shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager's failure to appropriately select its Subcontractors. Additionally, as part

of the Construction Manager's submittal of any GMP Proposal under this Agreement, the Construction Manager shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Construction Manager shall provide to the City a list of the proposed key project personnel of the Construction Manager and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the City. Such key personnel and consultants shall be satisfactory to the City and shall not be changed except with the consent of the City. The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the Services described in this Agreement. If the City objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to the City. Additionally, the City shall have the right to request that the Construction Manager personnel be removed from the Project if, in the City's sole discretion, such personnel are detrimental to the Project delivery process. Upon receipt of such request, the Construction Manager shall remove such personnel unless the Construction Manager can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel with similarly qualified personnel. The City's approval of substituted personnel shall not be unreasonably withheld.

D. Site Conditions. The Construction Manager represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work related to the Project, and that it has investigated and satisfied itself as to the general and local conditions and constraints that are applicable to the Work such as (1) conditions bearing on transportation, disposal, handling and storage of materials, (2) the availability of labor, water, power and roads, (3) normal weather conditions, (4) observable physical conditions at the Site, (5) the surface conditions of the ground and subsurface conditions investigated per Article 2.1A and (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Construction Manager encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface and subsurface investigation per Article 2.1A by the Construction Manager on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then the Construction Manager shall give notice to the City promptly before conditions are disturbed and in no event later than seven Days after the first observance of the conditions if a Change Order is contemplated by the Construction Manager due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may entitle the Construction Manager to an equitable adjustment in the applicable GMP or schedule pursuant to the Change Order provisions set forth in Article 8 below.

1.7 City and Subcontractors. The City will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with (A) the applicable provisions of this Agreement and (B) Applicable Law, including, but not limited to, the requirements of ARIZ. REV. STAT. § 34-603(N) relating to inclusion of the Project's physical location in all subcontracts.

1.8 Construction Manager to Other Project Participants. In providing the Services described in this Agreement, the Construction Manager shall endeavor to maintain a working relationship with the Project Designers. The Construction Manager's cost estimating, constructability analysis and design collaboration are critical to the successful design within the existing budget. The Project Designers are solely responsible for the Project design and shall perform in accordance with their respective agreements with the City. Nothing in this Agreement shall be construed to mean that the Construction Manager is responsible for the design of the Project or that the Construction Manager assumes any of the contractual or customary responsibilities or duties of the Project Designers or any other persons or parties not specified by this Agreement; provided, however, that the Construction Manager shall provide comment and input as described above and as with respect to the Project Designers' designs as set forth in Section 2.2 below.

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Agreement.

B. Confidentiality. The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Agreement is confidential and proprietary information belonging to the City.

C. Use of Data. The Construction Manager will not divulge data to any third party without prior, written consent of the City. The Construction Manager will not use the data for any purposes except to perform the Services required under this Agreement. These prohibitions will not apply to any of the following data, provided the Construction Manager has first given the required notice to the City:

1. Data that was known to the Construction Manager prior to its performance under this Agreement, unless such data was acquired in connection with work performed for the City.

2. Data that was acquired by the Construction Manager in its performance under this Agreement, and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence.

3. Data that is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.

D. Disclosure Notice. In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction

Manager became privy as a result of any other contract with the City, the Construction Manager will first notify the City as set forth in this section of the request or demand for the data. The Construction Manager will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

E. Return After Completion. The Construction Manager, unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this Section, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Agreement.

F. Construction Manager Responsible. The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Construction Manager, its employees, agents or Subcontractors. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

ARTICLE 2

PRE-CONSTRUCTION SERVICES

2.1 Design Phase Services.

A. Discovery. The CMAR shall review the Phase I Report, the Geotechnical report, the site concept diagram, utilities information and other information available for the selected site. After reviewing the available documentation and information, the CMAR shall perform a site visit to confirm the site feasibility. The CMAR shall perform subsurface investigation of utilities utilizing, including but not limited to, potholing, utility locating detection, video camera, ground penetrating radar, etc. of existing utilities impacted by project. Any findings or site attributes that may impact the construction and occupation of the Resource Center shall be reported to the City.

B. Collaboration. The CMAR's collaboration with the design team is critical to the success of the design and the resulting construction and, as such, shall be provided by the CMAR in a constructive and cooperative fashion.

C. Constructability Analysis. The CMAR shall provide design review and evaluation of systems, components, finishes and features as necessary to optimize the design and achieve the quality, safety and environmental goals within the project budget.

D. Estimating Notice; Permitting. The CMAR shall provide costs estimates based on the documents and specifications provided by the Design consultant weekly, or at the time of or as a result of substantive design changes.

E. City Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made pursuant to Section 14.18 below, the City shall indemnify, defend and

hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the “Construction Manager Indemnitees”), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

F. Hazardous Materials. The Construction Manager shall not bring Hazardous Materials to the Site and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

G. Construction Manager Indemnity. The Construction Manager shall indemnify, defend and hold harmless the City, its agents, representatives, officers and employees for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.2 Review of Construction Documents; Design Remedies.

A. Program Evaluation. The Construction Manager will provide to the City a written evaluation of the City’s proposed Project and Project budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving the City’s goal for the Project.

B. Design Document Review. The Construction Manager shall assist the City in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Construction Manager’s first review of the Construction Documents shall occur at the 30% stage of the design for each component of the Project as designated by the City and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Construction Manager recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Construction Manager shall immediately notify the City in writing, describing the apparent violation or inadequacy.

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals and/or the Master Schedule.

2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The Construction Manager will be responsible for the time

and cost required to obtain such additional investigations, except as otherwise provided by specific Additional Services.

3. The Construction Manager will meet with the Project team as required to review designs during their development. The Construction Manager will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The Construction Manager will proactively advise the Project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The Construction Manager will also advise the Project team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Construction Documents. The Construction Manager will recommend cost effective alternatives.

C. Constructability and Bidability Reviews. The Construction Manager will conduct constructability and bidability reviews of the Construction Documents. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and suppliers. The Construction Manager shall provide the City with a written report containing, at a minimum, (i) a summary of the research and analysis conducted, (ii) a detailed description of any constructability issues or challenges and (iii) recommendations for correcting any constructability issues or challenges.

1. Constructability Review. The Construction Manager will evaluate whether (a) the Construction Documents are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Construction Documents, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Construction Documents are practicable, and (g) the design has taken into consideration, efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to Differing Site Conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

3. Reports. The results of the reviews will be provided to the City in written reports clearly identifying all discovered discrepancies and inconsistencies in the Project, plans and Specifications with notations and recommendations made on the plans, Specifications and other Construction Documents. If requested by the City, the Construction Manager will meet with the City's Project Manager and Project Designers to discuss any findings and to review reports.

D. Notification of Variance or Deficiency. Construction Manager is responsible for assisting the Project Designers in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Project Designers and City in writing, describing the apparent variance or deficiency.

E. Value Analysis. The Construction Manager shall make recommendations to the City and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project into contracts for various categories of the Work. Construction Manager shall evaluate all design options to provide value analysis services and cost savings recommendations to the City. The Construction Manager shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Construction Manager shall submit to the City and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost studies, (3) a formal report to the design team, (4) a final written analysis study document and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. The City will decide which alternatives will be incorporated into the Project. The Project Designers will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Construction Manager will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager's assistance in reviewing the Project design, Construction Documents and in making recommendations as provided herein is only for the purpose of providing advice to the City. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

2.3 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Construction Manager will meet with the City, the Project Designers and all the other Project stakeholders to fully understand the program, the Construction Documents and all other aspects of the Project. The Construction Manager shall attend the regularly scheduled meetings with the City and the Project Designers to advise the City on matters of Site use, improvements, selection of materials, building methods, construction details, building systems, equipment, phasing and sequencing.

1. The Construction Manager will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Construction Manager will promptly notify the City in writing whenever the Construction Manager determines that any Construction Documents are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Cost Model, Master Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2. The Construction Manager, when requested by the City or at its own initiative, if sanctioned by the City, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The Construction Manager will assist the Project Designers in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the "Management Plan"), that will detail, but not necessarily be limited to, the Construction Manager's determinations concerning: (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member's responsibilities and roles related to the Services; and (k) construction security.

2. Maintaining Plan. The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Construction Manager's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and

subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Project Designers or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the City.

C. Schedule Development. In accordance with the Management Plan, the Construction Manager shall prepare a master schedule for the Project (the “Master Schedule”). In preparing the Master Schedule, the Construction Manager shall establish: (i) detailed Critical Path Method (“CPM”) schedules for the pre-construction/design phase and the construction phase of the Project with concurrence of the City and the Project Designers, (ii) monitor the Project schedules during the pre-construction phase and ensure that the Master Schedule is updated as necessary and advise the City of any schedule deficiencies. The Construction Manager shall utilize Microsoft Project scheduling software to prepare, provide and maintain the detailed CPM schedules unless the City requests use of a different scheduling product.

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Construction Manager will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule’s activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below). The Master Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the Master Schedule.

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of the City’s Project Manager, Project Designers and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, schematic design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by the City. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project team, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, City’s occupancy requirements showing portions of the Project having

occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

3. The Master Schedule will be updated and maintained by the Construction Manager with assistance from the Project team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Master Schedule for use by the Project team, whenever required, but no less often than monthly; provided, however, that no such changes shall alter the date of Substantial Completion without the City's prior, written approval. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

4. Prior to transmitting Contract Documents to Subcontractors, the Construction Manager shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Construction Manager shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Construction Manager to each Subcontractor, the Construction Manager shall inform each Subcontractor of the requirements for the preparation of the Master Schedule. Each Subcontractor shall prepare its own Subcontractor construction schedule in accordance with the requirements of the Contract Documents.

D. Cost Models; Cost Estimates and Schedule of Values. The Construction Manager shall provide the City with detailed cost information for all aspects of the Project. Each cost model will contain a detailed estimate of the direct cost (including materials, labor and equipment) pertaining to each aspect of the Project along with the cost of the contract bonds, the cost of the Project's required insurance, the cost of all applicable taxes, Construction Manager's general conditions, Construction Manager's fee and the amount of Construction Manager's Contingency and shall be consistent with such requirements as determined by the City or the Project Designers. The individual aspect cost models shall be collectively referred to as the "Cost Model."

1. As soon as practical during the conceptual design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager's experience in performing similar work, develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager's best representation of the complete functional Project's construction costs. The Construction Manager will communicate to the Project team any assumptions made in preparing the Cost Model. The Cost Model will support the Construction Manager's construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited: (a)

allowances for potential additional quantities and/or additional Work that the City may require, and (b) any costs related to investigations described in Subsection 2.1.

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Construction Manager will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of Construction Documents made available at the specified design milestone. The City's Project Manager, Project Designers and the Construction Manager will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are: conceptual design completion, schematic design completion, and detailed design completion at 30%, 60%, 90% and 100%. If no consensus is reached, the City will make the final determination. If the Project team requires additional updates of the Cost Model beyond that specified in this Subsection, the Construction Manager will provide the requested information in a timely manner.

3. If, at any point, the estimate submitted to the City exceeds previously-accepted estimates or other key aspects of the Cost Model or the City's Project budget, the Construction Manager will make appropriate recommendations to the City's Project Manager and Project Designers on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project budget.

4. Near completion of the 60% detailed design review and included with the associated report, the Construction Manager will also submit to the City for review and approval a "Schedule of Values" which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted preliminary Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the Management Plan and the Construction Manager's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining Construction Manager's Contingency (as defined in Subsection 3.3(D)(1) below) allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed Construction Documents and (e) material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for pre-construction services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

5. The Construction Manager will submit to the City a final Schedule of Values based on the 100% detailed design set of Construction Documents for the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

6. Upon request by the City, the Construction Manager will submit to the City a cash flow projection for the Project based on the current updated/revised Master Schedule and the anticipated level of payments for the Construction Manager during the pre-construction and construction phases. In addition, if requested by the City and based on information provided by the City, the Construction Manager will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

E. Traffic Control/Sequencing Plans. The Construction Manager shall provide the City with (1) a detailed traffic control plan, in accordance with Subsection 4.5(R) below and (2) construction sequencing plans. Upon approval by the City, the traffic control plan and the construction sequencing plan shall be attached hereto as Exhibit F and incorporated herein by reference.

F. Phasing; Long Lead Procurement. The Construction Manager shall review the Construction Documents and make recommendations to the City with respect to the phase issuance of the Construction Documents to facilitate phased construction of the Work, if appropriate. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost. The Construction Manager may also recommend to the City and to the Project Designers a list and a schedule for purchasing items necessary for the Project which may require substantial lead time for procurement (the “Long Lead Items”), which may be separately procured by the City or included as a separate GMP in this Agreement, at the discretion of the City. The Construction Manager shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Construction Manager shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Construction Manager shall provide the City with written plans for the pre-qualification of Subcontractors (according to the Subcontractor Selection Program), subcontract bid packages, project safety, quality control, owner training and commissioning. The Construction Manager will prepare and submit monthly pay applications to the City for work performed during the specific payment period for the pre-construction phase of the Project.

ARTICLE 3 GUARANTEED MAXIMUM PRICE PROPOSAL

3.1 GMP Submittal Process. At the stage of the pre-construction phase services as determined by the City, the Construction Manager shall, if requested by the City, submit a GMP Proposal, which shall be the sum of the estimated Cost of the Work relating to completion of the Scope for the Project and the Construction Fee relating to the Project based upon the most-current version of the Cost Model. Each GMP Proposal shall include, in the Cost of the Work, those taxes that are applicable at the time the GMP is established. Each GMP is the total cost of the applicable portion of the Project including the cost of labor, equipment, supplies, materials, services and

allowances to complete the applicable portion of the Project. The cost data is directly correlated to the specific Construction Documents in existence at the time each GMP Proposal is prepared. The assumptions used in the preparation of the GMP Proposal shall be identified by the Construction Manager as part of the GMP Proposal. In submitting this proposal, Construction Manager represents that:

A. Document Review. Construction Manager has examined and carefully studied the Contract Documents for the construction phase, including all addenda.

B. Site Visit. Construction Manager has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Laws and Regulations. Construction Manager is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, performance and furnishing of the Work, including, but not limited to, ARIZ. REV. STAT. § 42-5075(P), which applies to the Project contemplated within this Agreement.

D. Reports; Subsurface Conditions. Construction Manager has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents for the construction phase. Construction Manager acknowledges that such new reports may not be complete for Construction Manager's purposes. Construction Manager acknowledges that City and Project Designers do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the Site. Construction Manager has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Construction Manager and safety precautions and programs incident thereto. Construction Manager does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.

E. Work by Others. Construction Manager is aware of the general nature of Work to be performed by City and others at the Site that relates to Work for which the GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.

F. Conditions and Plans Correlated. Construction Manager has correlated the information known to Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents for the construction phase.

G. Inconsistencies Resolved. Construction Manager has given Project Designers written notice of all conflicts, errors, ambiguities or discrepancies that Construction Manager has discovered in the Contract Documents for the construction phase and the written resolution thereof by Project Designers is acceptable to Construction Manager, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the GMP Proposal is submitted.

H. No Improper Actions. The proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Construction Manager has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and Construction Manager has not sought collusion to obtain for itself any advantage over any other contractor or over the City.

3.2 Acknowledged Construction Documents. The Construction Manager, in preparing any GMP Proposal, will obtain from the Project Designers three sets of signed, sealed, and dated Construction Documents (including all addenda). The Construction Manager will prepare its GMP Proposal in accordance with the City's requirements and the most-current completed Construction Documents at that time. The Construction Manager will mark the face of each document of each set upon which its GMP Proposal is based. The Construction Manager will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Project Designers.

3.3 Direct Construction Costs. Direct Construction Costs means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Direct Construction Costs include only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

A. General Conditions Costs. Construction Manager is entitled to receive reimbursement for the actual cost of the allowable General Conditions items incurred between issuance of the applicable Notice to Proceed and 30 days after the date scheduled for Substantial Completion. Construction Manager is entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed, or after Substantial Completion, only with prior written approval of the City. "Allowable General Conditions Cost Line Items" are identified below and in Exhibit G, attached hereto and incorporated herein by reference. These items shall be included in the General Conditions Cost amount shown as a line item in the applicable GMP Proposal and as detailed on the Schedule of Values. Items not specifically included below or in Exhibit G will not be allowed as a General Condition Costs.

1. Personnel costs, which include wages paid for Construction Manager's hourly employees and salaries of Construction Manager's salaried personnel when (a) stationed at the field office located at the Site and working on matters directly related to the Project, in whatever capacity employed; (b) engaged on the road expediting the production or transportation of material and equipment; and (c) performing functions

directly related to the Work from the principal or branch office. The project manager's salary may be included in the General Conditions Costs only when the project manager is directly managing the Project. Personnel costs also include the cost of all employee benefits and taxes including but not limited to, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

2. Reasonable transportation, travel and hotel expenses of the Construction Manager's personnel incurred in connection with the Work.

3. Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Site and directly and solely in support of the Work.

4. Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit G. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its recoverable cost under this Contract shall be based on the original cost of the item less its fair market salvage value.

5. Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, provided they are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit G and the City has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the City and shall be in accordance with either the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, or the most-recent rates provided by Equipmentwatch.com, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

6. The aggregate rental cost of any item charged to the City shall not exceed 75% of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds 75% of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to the City upon final completion of the Work or, at the City's option, credit the City with the fair market resale value of the item.

7. Permit and inspection fees paid by Construction Manager where the City is exempt will not be reimbursed by the City.

8. Cost of premiums for normal and customary Construction Manager's Subcontractor default insurance at the rate of 1.25% of the cost of subcontracts and Subcontractor's liability, workman's compensation and builders risk insurance as required pursuant to Article 10 below, which shall be identified as separate line items within the applicable GMP. If the Construction Manager intends to utilize Subcontractor Liability Wrap-up Coverage (Z-25), it will be reimbursed at the rate of 1.5% of the Subcontract amount, and credited from the Subcontractor bids. Commercial General Liability Insurance shall be reimbursed at the rate of 1.1% of the applicable GMP amount; Builders Risk Insurance shall be reimbursed at the rate of 0.47% of the applicable GMP amount; Performance and Payment Bonds shall be reimbursed at 0.76% of the applicable GMP amount. All amounts shall be identified as separate line items within the applicable GMP.

9. Cost of bond premiums to the extent directly attributable to the Project.

10. Governmental transaction privilege sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption, in the form and at the rates legally enacted on the date of the first GMP, whether such taxes are effective or scheduled to go into effect. Such taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by the City as Direct Construction Costs.

B. Cost of the Work. Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of the City's written Notice to Proceed with the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work costs incurred before receipt of the City's written Notice to Proceed. Cost of the Work includes the following:

1. Costs of materials, supplies and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the Work, including transportation charges, to the extent such costs of materials, supplies and equipment are not included in the General Conditions Costs.

2. Costs of removal and disposal in accordance with all applicable laws and regulations of Site debris, non-hazardous substances and waste materials, if not otherwise included in General Conditions.

3. Payments made by Construction Manager to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.

4. Payments earned by Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and approved by the City.

5. Fees and expenses for design services procured by the Construction Manager related to necessary modifications to the Construction Documents.

6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

7. All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office at the Site.

8. All water, power and fuel costs necessary for the Work.

9. Costs incurred due to an emergency affecting the safety of persons and/or property, excluding such costs related to the negligence or willful acts of the Construction Manager or any person or entity for whom the Construction Manager is responsible.

10. All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Contract Price as set forth in Article 7 below, which are reasonably inferable from the Contract Documents as necessary to produce the intended results, subject to the maximum price limitation established by the respective GMP.

11. Costs related to the Construction Manager's safety program related to the Project.

C. Exclusions from General Conditions Costs and Cost of the Work. The General Conditions Costs and Cost of the Work shall not include the following:

1. Any professional fees paid by the City to the Project Designers or other consultants retained directly by the City.

2. Any costs paid directly by the City to Subcontractors or suppliers retained directly by the City and outside the scope of all GMPs.

3. Any additional service costs as defined herein.

4. Any other costs not within the control of the Construction Manager or identified as being not within any GMP.

5. Any fees paid to the Construction Manager except those fees that may be paid to Construction Manager for Pre-construction Phase Services above.

D. Construction Manager's Contingency.

1. The GMP Proposal may include an amount (the “Construction Manager’s Contingency”) to be used in the Direct Construction Costs of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work. The Construction Manager’s Contingency shall be negotiated between the Parties and it shall reflect the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted.

2. Any re-allocation of funds from the Construction Manager’s Contingency to cover increases in the Direct Construction Costs must be approved by the City in advance and in writing, which approval shall not to be unreasonably withheld. In written requests to use the Construction Manager’s Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the basis for any increases in costs resulting in the need to use Construction Manager’s Contingency funds.

3. As the Construction Documents are finalized and the buyout of the Work progresses the Construction Manager’s Contingency amount shall be reduced by mutual agreement of the City and Construction Manager. The buyout shall occur within the first 20% of the construction duration for each Notice to Proceed issued for construction. Should savings occur after the buyout stage, such savings, and related reductions to the Construction Manager’s Contingency amount, will be retained by the City. Construction Manager shall submit open book buyout detail with each Pay Application for approval of the application.

E. Calculation Methods; Audits.

1. The City and the Construction Manager understand and agree that any GMP agreed to under this Project will be administered as a measured quantity/unit price guaranteed not-to-exceed contract. This not-to-exceed amount is defined by the individual work items and their associated competitively bid and/or negotiated unit prices plus negotiated on-site general conditions, fee structures, markups and Construction Manager’s Contingency. Final contract price/payout will be based on field measured final completed quantities, approved unit prices and approved Change Directives and Change Orders. Furthermore, the term “actual cost” is defined as the final negotiated unit prices (costs) mutually agreed to by the City and Construction Manager. The City and the Construction Manager understand and agree that individually priced, “self-performed” items may include the cost associated with the risk of delivering the work.

2. The City and the Construction Manager understand and agree that the City, its authorized representatives, and/or the appropriate federal or state agencies may audit the Construction Manager’s records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate any GMP, and including, but not limited to, self-performed items, qualifications-only selected Subcontractor items, Change Orders, use of allowance funds and use of Construction Manager’s Contingency funds. The City and its authorized representatives shall have access, during normal working hours, to all necessary Construction Manager and Subcontractor facilities, and shall be provided

adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or Subcontractor reasonable advance notice of intended audits.

F. Discounts. All discounts for prompt payment shall accrue to the City to the extent such payments are made directly by the City. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

3.4 Construction Fee. The “Construction Fee” is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by the City elsewhere in this Agreement. The Construction Fee includes, but is not limited to, the following items.

A. Profit. All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager, which shall not exceed 7.5% of the total applicable GMP amount, excluding Construction Manager’s Contingency.

B. Salaries. Salaries of Construction Manager’s officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.

C. Overhead. Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to: costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers and other business equipment, specialized telephone systems and cellular/digital phones; home office operations and support staff (i.e. accounting, purchasing); trade or professional association dues; costs for hiring and/or relocation of any of the Construction Manager’s personnel; and travel, per diem and subsistence expense of Construction Manager, its officers or employees except as specifically allowed under General Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Construction Manager’s Contingency.

D. Financial Costs. Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

E. Professional Fees. Any legal, accounting, professional or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

F. Taxes. Any Federal and/or State income and franchise taxes paid by Construction Manager. Any levies, assessments, fines, penalties, sanctions or other impositions made by any governmental body against Construction Manager.

G. Damages and Related Costs. Any cost arising out of a breach of this Agreement or the fault, failure or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment; costs due to failure to coordinate the Work or meet CPM schedule milestones; costs arising from Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by the City for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

H. Insurance Deductibles. The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

I. Costs in Excess of GMP. Any and all costs that would cause the Guaranteed Maximum Price to be exceeded.

J. Other Unidentified Costs. Any and all costs not specifically identified as an element of the Direct Construction Costs.

3.5 Competitive Bidding and Sub-Bids.

A. Subcontractor Selection. The Construction Manager will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors available for a specific trade, the Construction Manager will request approval by the City's Project Manager to submit less than three names. No change in the City approved Subcontractors will be allowed without prior, written approval by the City.

B. City Objections. If, prior to receipt of sub-bids or prior to award of Subcontractors or suppliers, the City objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted sub-bids for the Work affected. Once such substitute Subcontractors and suppliers are consented to by the City, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

C. Documents; Pre-bid Conference. The Construction Manager will distribute Construction Documents, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

D. Subcontractor Bid Submittal. The Construction Manager, at the required time, will close the bidding and collect all sub-bids received within the prescribed deadline for receipt of sub-bids. Promptly, after the closing of sub-bids, the Construction Manager will (in the presence of the City's Project Manager and Project Designers) open and read all properly and

timely submitted sub-bids. The Construction Manager will submit a completed Sub-Bid tabulation form to the City's Project Manager within a reasonable time after the closing of the sub-bid opening proceedings.

E. Subcontractor Bid Evaluation. The Construction Manager, upon opening of sub-bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective suppliers selected by each apparent low sub-bidder. The Construction Manager will resolve any sub-bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

F. Notice of Intent for Subcontracts. Within 15 Days after sub-bid opening, the Construction Manager will deliver to the City's Project Manager a written notice of intent to award subcontracts, itemizing the Subcontractors and suppliers selected by the Construction Manager. The notice of intent to award subcontracts will detail (1) for each Subcontract the amount of the sub-bid and the corresponding Subcontractor or supplier, (2) the sum of sub-bids received for all intended Subcontract, (3) trade work that the Construction Manager intends to self-perform, if any.

G. Pre-award Conference. Promptly after receipt of the notice of intent to award subcontracts, the City will conduct a pre-award conference with the Construction Manager and other Project team members. At the pre-award conference, the Construction Manager will (1) review the nominated slate of Subcontractors and suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or supplier; (2) discuss City concerns relating to any proposed self-performed Work; (3) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (4) resolve possible time frames for the commencement date of the Contract Time for the construction phase Work; (5) schedule the pre-construction conference; and (6) discuss other matters as necessary.

3.6 Submittal Requirements. The Construction Manager shall include with each GMP Proposal a written statement of its basis, which shall include:

A. Detailed Scope. A detailed scope of services related to the respective GMP Proposal, including a breakdown of the GMP as it relates to the applicable part of the overall Scope.

B. Documents. A list of the Construction Documents, including all addenda, that were used in preparation of the respective GMP Proposal.

C. Allowances. A list of allowances and a statement of their basis.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the respective GMP Proposal to supplement the information contained in the Construction Documents.

E. Substantial Completion. The Substantial Completion date, if applicable, upon which the respective GMP Proposal is based and the Master Schedule for the Work upon

which the respective Substantial Completion date is based, including a clear statement of the number of rain delay days included within the Master Schedule.

- F. Alternate Prices. A schedule of applicable alternate prices.
- G. Unit Prices. A schedule of applicable unit prices.
- H. Additional Services. A statement of Additional Services included, if any.
- I. Acceptance Period. The time limit for acceptance of the GMP Proposal.

3.7 GMP Proposal Review. The Construction Manager shall meet with the City and the Project Designers to review each GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, the City shall give written notice to the Construction Manager, who shall make appropriate adjustments to the GMP, its basis or both.

A. Independent Estimate. Upon receipt of any GMP Proposal from the Construction Manager, the City may submit the same documents that were used by Construction Manager in developing its GMP to an independent third party or to the Project Designers for review and verification. The third party or Project Designers will develop an independent estimate of the Cost of the Work and review the Master Schedule for the associated scope of the GMP Proposals.

B. GMP Exceeding Independent Estimate. If the Construction Manager's GMP Proposal is greater than the independent third party or Project Designers' estimate, the City may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager will accept the independent third party's or Project Designer's estimate for the Cost of the Work as part of its GMP or present a written request, within seven Days of receiving the estimates, to the City identifying, explaining and substantiating the differences. The Construction Manager may be requested to, or at its own discretion may, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

- 1. Accept the Construction Manager's original or revised GMP Proposal, if within the City's budget, without comment.
- 2. Accept the Construction Manager's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the Construction Manager that the Project budget has been increased to fund the differences.
- 3. Reject the Construction Manager's original or revised GMP Proposal because it exceeds either or both the City's budget and the independent third party's or Project Designers' estimate, in which event, the City may terminate this Agreement.

C. Design Changes During Negotiation. If, during the review and negotiation of GMP Proposals, design changes are required, the City will authorize and cause the Project Designers to revise the Construction Documents to the extent necessary to reflect the agreed-upon

assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Project Designers and City's Project Manager if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

3.8 No Prior Costs. Prior to the City's acceptance of a GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work related to such GMP Proposal, except as provided in this Agreement or as the City may specifically authorize in writing.

3.9 Acceptance; Effect. Upon acceptance by the City of each GMP Proposal, the GMP contained therein and its basis shall be set forth in the applicable GMP Amendment. Once established, the GMP and the corresponding Substantial Completion date shall be subject to modification only as provided in Articles 6 and 8 below. The City's approval of the GMP Amendment will include the amount of the City's Contingency. The amount of the City's Contingency will be set solely by the City and will be in addition to the Project costs included in the Construction Manager's GMP Proposals. Use and management of the City's Contingency is at the City's sole direction.

3.10 GMP Effective Date. Each GMP Proposal shall not become a part of this Agreement until the City accepts such GMP Proposal in writing by executing the applicable GMP Amendment, on or before the date specified in each such GMP Proposal for such acceptance.

3.11 Failure to Agree Upon GMP. If the City and the Construction Manager do not agree to any provisions of the GMP Proposal, including the designated Default Neutral Arbitrator, all references in this Agreement to the GMP shall not be applicable, and the Parties shall proceed on the basis of reimbursement as provided in Article 7 below.

ARTICLE 4 CONSTRUCTION SERVICES

4.1 Control of Construction. After the date any Amendment to this Agreement is executed by the City and the Construction Manager approving a GMP Proposal, the Construction Manager shall become responsible for the means, methods, sequences and procedures used in the construction of the portion of the Project related to such GMP Proposal and shall proceed with the Construction Manager's Construction Services related to the GMP Proposal under this Agreement.

4.2 Completeness and Accuracy of Construction Manager Work. The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction deliverables prepared or compiled pursuant to its obligations under this Agreement and will at its sole own expense correct its work or deliverables. The fact that the City has accepted or approved the Construction Manager's work or deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to the City.

4.3 Alteration in Character of Work. In the event an alteration or modification in the character of work or deliverable materially increases or decreases the scope of service, cost of performance, or Master Schedule as determined by the City, the Work or deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Directive or Change Order must be approved and executed by the City and the Construction Manager to address such change. Such Change Directive or Change Order will not be effective until approved by the City. Additions to, modifications to, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may be adjusted accordingly, only by mutual agreement of the Parties. No claim for extra work done or materials furnished by the Construction Manager will be allowed by the City except as provided herein, nor will the Construction Manager do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing by the City. Work or material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and expense, and the Construction Manager hereby agrees that, without prior written authorization, no claim for compensation for such work or materials furnished will be made.

4.4 Construction Phase General Services. The Construction Manager shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner according to the standards set forth in Subsection 1.6(A) above. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents, as modified and agreed to by the City. Construction Manager's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Construction Manager's Representative shall communicate regularly with City but not less than once each week and shall be vested with the authority to act on behalf of Construction Manager. Construction Manager's Representative may be replaced only with the written consent of City.

A. Government Approvals and Permits.

1. The Construction Manager shall be primarily responsible to obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices. The City will be the applicant for the following permits; however, the Construction Manager shall be responsible for any work associated with obtaining the permits, as directed by the City:

- a. Aquifer Protection Permit (APP) No. P-100573
- b. MAG 208 Amendment
- c. Maricopa County Environmental Services Department
 - i. Approval to Construct

- ii. Approval of Construction
- iii. Air Quality Permit 980869, for plant operations and generators
- d. Well Drilling Permit
- e. Flood Plain Use Permit
- f. Arizona Pollution Discharge Elimination Systems (AZPDES), AZ0023281
- g. Architectural Approval; Site Plan/Conditional Use Permit Approval; Building Permit
- h. Stormwater Multi-Sector General Permit (AZMSG2010-002) relating to the WRF's industrial operations; provided that any construction permit necessary in conjunction with this permit shall be obtained by the Construction Manager.

2. Copies of the required permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

3. City shall be responsible for permit(s) and fees for building and demolition permits. City will also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

4. Construction Manager shall be responsible for all other permits and review fees not specifically listed in Subsection 4.4(A)(1) above.

5. Construction Manager is responsible for all water bills on the Project meters until Substantial Completion of the Project. Arrangements for construction water are the Construction Manager's responsibility.

B. Pre-construction Activities.

1. Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Construction Manager, utility firms, various City agencies and other entities as may be appropriate or beneficial. The agenda will include critical elements of the Work and Master Schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone

numbers for all representatives involved in the course of construction. Minimum attendance at the preconstruction conference shall be the Construction Manager's Representative, the job superintendent, the Construction Manager's safety officer and the individuals deemed necessary by the City.

2. The Notice to Proceed date will be set by the City. At or after the pre-construction conference and upon delivery of the required bonds and insurance in a City-approved format or at such other time as the City may elect, a Notice to Proceed letter will be issued confirming the construction start date, the Contract Time and the Substantial Completion date. Failure by the Construction Manager to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it will not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

3. The Construction Manager shall update the Schedule of Values based on the categories used in the buy out of the Work but not greater than the approved GMP; the update shall identify the Construction Manager's Contingency. The Schedule of Values will subdivide the Work into all items comprising the Work.

C. Project Management.

1. The Construction Manager shall refine the Management Plan for the Project. In refining the Management Plan, the Construction Manager shall consider the City's schedule, cost and design requirements for the Project. The Construction Manager shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the City. The Management Plan shall also include a description of the various proposal packages recommended for the Project. The Management Plan shall be presented to the City for acceptance.

2. The Construction Manager shall conduct periodic Project meetings attended by the City's Representative, the Project Designers and other necessary parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and the view of construction progress. The Construction Manager shall prepare and distribute minutes of these meetings to the City's Representative, the Project Designers and others in attendance.

3. The Construction Manager shall coordinate transmittal of documents to regulatory agencies for review and shall advise the City of potential problems in completing such reviews.

4. The Construction Manager shall assist the City in public relations activities and shall prepare information for and attend public meetings regarding the Project.

D. Reports.

1. The Construction Manager shall prepare and distribute design phase change reports monthly to the City that shall list all City-approved Change Directives and Change Orders as of the date of the report and shall state the effect of the Change Directives and Change Orders on the Project budget and the Master Schedule.

2. The Construction Manager shall prepare and distribute schedule maintenance reports monthly to the City comparing the actual and scheduled dates for Subcontractors' contract awards and completion of each such Subcontractor's portion of the Project.

3. The Construction Manager shall prepare and distribute the Project cost reports monthly to the City specifying actual award prices and construction costs for each of the individually awarded components of the Project as compared to the Project budget.

4. The Construction Manager shall prepare and distribute cash flow reports monthly to the City specifying actual cash flow for each of the individually awarded components of the Project as compared to the projected cash flow.

5. The requirements for filing reports set forth in this Subsection 4.4(D) shall not be deemed to meet the requirements for requests for extensions of time or requests for Change Directives and Change Orders as set forth in Section 6 and Section 8 below.

4.5 Work Management.

A. Construction Manager Resources. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete the Work according to the Contract Documents. The Construction Manager shall provide and maintain a management team on the Site to provide contract administration. The Construction Manager shall establish and implement coordination and communication procedures among the Construction Manager, the City, the Project Designers and Subcontractors.

B. Means, Methods and Techniques. Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. Supervisor Presence. Construction Manager's Representative or the Construction Manager's Superintendent shall be present at the Site at all times that construction activities are taking place.

1. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2. In the event of noncompliance with this Subsection, the City may require the Construction Manager to stop or suspend the Work in whole or in part.

D. Manufacturer Requirements. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Construction Manager's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Measurements. Before ordering materials or doing work, the Construction Manager and each Subcontractor shall verify measurements at the Site and shall be responsible for the accuracy of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the plans; differences shall be submitted to the City for resolution before proceeding with the Work.

F. Field Measurements and Conditions. The Construction Manager shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Manager with the Construction Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately.

G. Grades, Lines, Levels and Bench Marks. The Construction Manager shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

H. Proper Employee Conduct. Any person employed by the Construction Manager or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly or is otherwise found to be inappropriate due to the setting of the Site, shall, at the written request of the City, be removed from the Site by Construction Manager or Subcontractor employing such person, and the person shall not be employed again in any portion of Work without the written approval of the City. The Construction Manager or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Subsection.

I. Coordination of Activities. Construction Manager shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

J. Change Processing. The Construction Manager shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, contract schedule adjustments, Change Directives,

Change Orders, substitutes, payment requests and the maintenance of logs. The Construction Manager shall maintain daily job reports. The Construction Manager shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutions, Change Directive requests, Change Order requests and payment requests shall be submitted.

K. Subcontractor Meetings. Periodically, the Construction Manager shall conduct meetings at the Site with each Subcontractor. The Construction Manager shall conduct coordination meetings with all Subcontractors. The Construction Manager shall record, transcribe and distribute minutes to all attendees, the City and the Project Designers.

L. Coordination of Inspections and Testing. Technical inspection and testing provided by the Project Designers or others who are not Subcontractors shall be coordinated with the Construction Manager. The Construction Manager shall be provided a copy of all inspection and testing reports on or before the next business day after the inspection or test. The Construction Manager is not responsible for providing, nor does the Construction Manager control, the actual performance of such technical inspection and testing. The Construction Manager is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

M. Self-Performed Work. The Construction Manager shall perform, with its own forces, construction work that amounts to not less than 45% of the total Contract Price for construction of the Project. For the purposes of this paragraph, the total Contract Price for construction of the Project (1) includes the total of the GMP amounts as agreed upon by the Construction Manager and the City and (2) does not include the cost of preconstruction services, design services or any other related services or the costs to procure any right-of-way or other costs of condemnation.

N. No Subcontractor Reliance. Construction Manager shall ensure that each Subcontractor (1) has inspected the Site and has thoroughly reviewed this Agreement as the same may be revised by the City, and is not relying on any opinions or representations of the City, (2) agrees to perform and complete the Work in strict accordance with this Agreement and under the Construction Manager's direction, (3) agrees that any exclusions of any Work must be approved in writing by the Construction Manager prior to acceptance of any agreement between Construction Manager and a Subcontractor or same shall not be excluded hereunder, (4) is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs as set forth in Section 4.13 below, (5) shall provide all competent supervision necessary to execute all Work and any work incidental thereto in a thorough, first-class, workmanlike manner and (6) has acknowledged that it is Subcontractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, Applicable Law.

O. Subcontractor Change Request. The Construction Manager shall review the contents of a request for changes to the subcontract time or price submitted by a Subcontractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the Construction Manager's analysis reveals that the request is valid, the Construction Manager shall prepare a detailed report to the City for approval in accordance with Articles 6 and 8 below, as applicable. The Construction Manager shall also prepare and timely

deliver a detailed report to the City of other such requests and requests found to be invalid and timely inform the Subcontractor of any such determination. The Construction Manager shall prepare the necessary change documents for signature by the Subcontractor.

P. Quality Control. The Construction Manager shall establish and implement a program to monitor the quality of construction by itself and by Subcontractors. The purpose of the program shall be to protect the City against defects and deficiency in the Work of the Construction Manager or the Subcontractors. The Construction Manager shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Construction Manager believes the Work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the Construction Manager is not authorized as part of this service to change, enlarge, relax, alter, or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

Q. Subcontractor Document Request. The Construction Manager shall coordinate and expedite submittals of information from the Subcontractors for record drawings and specification preparations and shall coordinate and expedite the transmittal of Project Record Documents to the City.

R. Traffic Control. All traffic affected by the Work under this Agreement shall be regulated in accordance with the most recent revision of the United States Department of Transportation *Manual on Uniform Traffic Control Devices* (the "MUTCD") and the City of Phoenix Traffic Barricade Manual (the "Barricade Manual") (the MUTCD and the Barricade Manual are collectively referred to herein as the "Traffic Control Requirements"), which are incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the MUTCD or the Barricade Manual. At the time of the pre-construction conference, each Subcontractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the Construction Manager will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents. The Construction Manager shall ensure that Subcontractors adhere to the following:

1. All traffic control devices and advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) required for the Work under this Agreement shall be placed in accordance with the Traffic Control Requirements.

2. The Subcontractor provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Subcontractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used

by the Subcontractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Agreement.

4. The Subcontractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Subcontractor shall notify the City at least 48 hours in advance for City personnel to temporarily relocate said signs. The City will direct the Subcontractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Subcontractor that construction is complete.

5. When construction activities or traffic hazards at the Site require the use of flagmen, it shall be the Subcontractor's responsibility to provide trained flagmen to direct traffic safely.

6. Manual traffic control shall be in conformity with the MUTCD, except that the designated liaison officer shall be contacted at the Avondale Police Department.

7. When traffic hazards at the Site warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

8. The assembly and turnarounds of the Subcontractor's equipment shall be accomplished using adjacent local streets when possible.

9. Equipment used and/or directed by the Subcontractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Subcontractor shall provide a flagman or off-duty, uniformed law enforcement officer to assist with spotting.

10. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Traffic Control Requirements.

11. No street within the Project area may be closed to through traffic or to local emergency traffic without prior written approval of the City. The City may give written approval at its sole discretion and only if sufficient time exists to allow for notification of the public at least two Days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the City's written directions.

12. Caution should be used when excavating near intersections with traffic signal underground cable. Subcontractor shall notify the City 24 hours in advance of any work at such intersections. The Subcontractor shall install and maintain temporary overhead traffic signal cable as specified by the City when underground conduit is to be severed by excavations at intersections. The Subcontractor shall provide an off-duty

uniformed City of Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

13. The Subcontractor shall accommodate local access to adjacent properties in accordance with the specification set forth below.

14. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the City or its authorized representative in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Subcontractor shall provide a detour.

4.6 Control of the Work Site.

A. Debris Removal. Throughout all phases of construction, including suspension of Work, Construction Manager shall keep the Site reasonably free from debris, trash and construction wastes to permit Construction Manager to perform its Construction Services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or an agreed upon portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or an agreed upon portion of the Project for its intended use.

B. Dust Control. Construction Manager shall take whatever steps, procedures or means necessary to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of Applicable law and such other Specifications as the Parties may agree to in writing.

C. Accessibility. Construction Manager shall maintain "ADA" and "ANSI" accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Construction Manager shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

D. Material and Equipment Storage. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by the Construction Manager. When equipment or materials are no longer required for the Work, each shall be removed promptly from the Site.

E. Protection of Site. Protection of the Work, the Site, and construction materials and equipment stored at the Site from weather, theft, damage and all other adverse conditions is solely the responsibility of the Construction Manager.

4.7 Time Management.

A. Master Schedule Updates. The Construction Manager shall, not less than monthly, adjust and update the Master Schedule and distribute copies to the City and the Project Designers. All adjustments to the Master Schedule must be (1) made for the benefit of the Project and (2) acceptable to the City; provided, however, that such adjustments or updates shall not extend the time for performance of the Work beyond the Substantial Completion date unless such extension is requested by the Construction Manager and approved by the City in accordance with Section 6 below.

B. Subcontractor Schedule Verification. The Construction Manager shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

C. Subcontractor Progress Monitoring. The Construction Manager shall (1) review the progress of construction of each Subcontractor on a monthly basis, (2) evaluate the percentage completion of each construction activity as indicated in the Subcontractor's construction schedule and (3) review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that the Construction Manager shall prepare and distribute to the appropriate Subcontractor, the City's Representatives and the Project Designers. The report shall serve as the basis for (i) determining the actual progress compared to scheduled progress and (ii) determining the progress payment due to the Subcontractor. The Construction Manager shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

D. Change Evaluation. The Construction Manager shall, prior to the issuance of a Change Directive or Change Order, determine the effect on the Master Schedule of time extensions requested by a Subcontractor. The Construction Manager may require a Subcontractor to prepare and submit a recovery schedule in the event the Subcontractor fails to meet the Master Schedule.

E. Minor Schedule Revisions. The Master Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve the Construction Manager of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

F. Payment Requests. An updated Master Schedule shall be submitted monthly to the City as part of the Payment Request.

1. The Construction Manager shall provide City with a monthly status report for the Master Schedule detailing the progress of the Work, including (a) if the Work is proceeding according to schedule, (b) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (c) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the applicable GMP and within the Contract Time.

2. With each schedule submittal the Construction Manager shall include a transmittal letter including the following:

- a. Description of problem tasks (referenced to field instructions and requests for information), as appropriate.
- b. Current and anticipated delays including:
 - i. Cause of the delay.
 - ii. Corrective action and schedule adjustments to correct the delay.
 - iii. Known or potential impact of the delay on other activities, milestones, and the Substantial Completion date.
- c. Changes in construction sequence.
- d. Pending items and status thereof including but not limited to:
 - i. Time Extension requests.
 - ii. Other items.
- e. Substantial Completion date status:
 - i. If ahead of schedule, the number of Days ahead.
 - ii. If behind schedule, the number of Days behind.
- f. Other project or scheduling concerns.

G. City Review. City's review of and response to the Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not: (1) relieve the Construction Manager from (a) compliance with the requirements of the Contract Documents or (b) the time extension request process set forth in Section 6 below; or (2) be construed as relieving the Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

H. CPM Diagram. The updated Master Schedule shall include a CPM diagram schedule that shows the sequence of activities, the interdependence of each activity and indicate the Critical Path.

1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all

activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2. The CPM diagram schedule shall indicate all relationships between activities.

3. The activities making up the Master Schedule shall be in sufficient detail to ensure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4. The CPM diagram schedule shall be based upon activities that coincide with the Schedule of Values.

5. The CPM diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.

6. The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.

7. The schedule shall include a Critical Path activity that reflects anticipated rain and weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on information provided by the National Weather Services or other source approved in writing by the City.

I. Occupancy Consideration. The Master Schedule shall consider the City's occupancy requirements showing portions of the Project having occupancy priority.

J. Float Time. Float time shall be as prescribed below:

1. The total Float within the overall Master Schedule, is not for the exclusive use of either the City or the Construction Manager, but is jointly owned by both and is a resource available to and shared by both Parties as needed to meet contract milestones and the Project completion dates.

2. The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing. Float time within the schedule is jointly owned; no time extensions will be considered or granted nor delay damages considered or paid until a delay occurs that extends the Work beyond the Substantial Completion date.

3. City-caused delays on the Project may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than anticipated by the Master Schedule; approval of substitution requests and credit changes which result in

savings of time to the Construction Manager). In such an event, the Construction Manager shall not be entitled to have considered or receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

K. Occupancy/Use Plan. The Construction Manager shall prepare an occupancy plan for the Project. This plan shall be provided to the City not later than 60 Days prior to the scheduled Substantial Completion date.

4.8 Cost Management.

A. Subcontract Schedule of Values. The Construction Manager shall, in participation with the Subcontractors, determine a Schedule of Values for each of the construction subcontracts. The Schedule of Values shall be the basis for the allocation of the Contract Price to the activities shown on the Subcontractors' construction schedule. The City shall approve the subcontract Schedule of Values before acceptance for progress billings.

B. Contract Price Allocation Each Subcontractor's construction schedule shall have the applicable portions of the Contract Price allocated among the Subcontractor's scheduled activities so that each of the Subcontractor's activities shall be allocated a price and the sum of the prices of the activities shall equal to or less than the total Contract Price. The Construction Manager shall review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to a Subcontractor and Construction Manager shall be based on the Subcontractor's percentage of completion of the scheduled activities as set out in each Subcontractor's construction schedule report and the Subcontractor's compliance in accordance with the Contract Documents.

C. Additional Information. In instances where a lump sum or unit price is not determined prior to performing Work described in a request for changes to the Contract Price, the Construction Manager shall request from the Subcontractor records for the cost of payroll, materials and equipment and the amount of payments to its Subcontractors, if any, incurred by the Subcontractor in performing the Work.

D. Trade-off Studies. The Construction Manager shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the City's Representative and the Project Designers.

E. Payment Applications. In consultation with the Project Designers, the Construction Manager shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's work. The Construction Manager shall make appropriate adjustments to each payment application and shall prepare and forward a progress payment report to the City. The progress payment report shall state the total Contract Price, payments to date, current payment requested, open book buyout detail, retainage and actual amounts owed for the current period. Included in this report shall be a certificate for payment that shall be signed by the Construction Manager and delivered to the City. The Construction Manager shall keep the Project and the Site free and clear of all liens and claims from its Subcontractors, suppliers or materialmen.

4.9 Shop Drawings, Product Data and Samples.

A. Purpose. 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 Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Review. The Construction Manager shall review, approve, verify, and submit to the Project Designers five copies of each Shop Drawing, product data, sample, and similar submittal required by the Contract Documents as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the Construction Manager that are not required by the Contract Documents may be returned without action.

C. Project Designer Approval. The Construction Manager 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 approved by the Project Designers. Such Work shall be in accordance with approved submittals.

D. Construction Manager Verification. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. No Deviation Approval; Errors. The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Designer's approval of Shop Drawings, product data, samples or similar submittals unless the Construction Manager has specifically informed the Project Designer in writing of such deviation at the time of submittal and the Project Designer has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the Project Designer's approval thereof.

F. Highlight Changes. The Construction Manager 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 Project Designers on previous submittals.

G. Informational Submittals. Informational submittals upon which the Project Designer is not expected to take responsive action may be so identified in the Contract Documents.

H. Other Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Project Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4.10 Quality Control, Testing and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

B. Inspection and Approval. All construction materials to be used in the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City or the Project Designers. Any material rejected by the City or the Project Designers shall be removed immediately and replaced in an acceptable manner.

C. Test Methods. The procedures and methods used to sample and test material will be determined by the Project Designers. Unless otherwise specified, samples and tests shall be made in accordance with MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series.

D. Testing Facility. The Construction Manager will select a pre-qualified independent testing laboratory and will pay for initial City acceptance testing.

1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and retesting will be paid for by the Construction Manager. Construction Manager's Contingency cannot be utilized for the cost of re-testing.

2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

E. Cooperation. The Construction Manager will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide the laboratory's employees or agents access to the Work at all times.

F. At-source Approval. At the option of the City, materials may be approved at the source of supply before delivery.

G. Code Compliance. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority shall be the responsibility of and shall be paid by the Construction Manager, unless otherwise provided in the Contract Documents.

H. Responsibility. Construction Manager's quality control testing and inspections shall be the sole responsibility of the Construction Manager and shall be paid solely by the Construction Manager.

4.11 Trade Names and Substitutions.

A. Substitutions. Substitute or alternate items to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or

catalog number may be permitted, unless indicated that no substitutions are permitted, and if permitted are subject to the following:

1. The substitution shall be submitted by Construction Manager in writing to the Project Designers.

2. The Construction Manager shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

3. The submittal shall outline any required changes in the Contract Documents to adapt the design to the proposed substitution.

4. The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any request for adjustment in the Contract Time created by the substitution.

B. Samples; Additional Information. The Construction Manager, if requested by the Project Designers, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

C. Project Designer Determination. The Project Designers will make the final decision and will notify the Construction Manager in writing as to whether the substitution has been accepted or rejected.

D. Presumed Rejection. If the Project Designers do not respond in a timely manner, the Construction Manager shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.12 Project Record Documents.

A. Redline Prints. During the construction period, the Construction Manager shall maintain at the Site a set of redline, blue-line or blackline prints of the Construction Documents and Shop Drawings for Project Record Document purposes. The Construction Manager will certify that these documents are up to date when it submits its monthly pay application. The Construction Manager shall also:

1. Mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents and give particular attention to information regarding concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.

- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order or Change Directive.
- Details not on original Contract Documents.
- Similar deviations, variations and modifications.

2. Mark completely and accurately Project Record Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents.

3. Mark Project Record Document sets with red erasable colored pencil.

4. Note Change Order or Change Directive numbers, as required to identify the source of the change to the Construction Documents.

5. As a condition of Substantial Completion, submit Project Record Documents and Shop Drawings to the City Representative for review and comment.

B. Corrections. Upon receipt of the reviewed Project Record Documents from the City, the Construction Manager shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

1. A complete set of electronic Project Record Documents prepared in AutoCAD format compatible with City CADD technology. The Project Designers will provide files of the original Construction Documents to the Construction Manager for the use of preparing these final Project Record Documents or the Construction Manager may contract with the Project Designers to revise and update the electronic drawing files. Each drawing shall be clearly marked with “As-Built Document.”

2. The original copy of the Project Record Documents (including all redline mark-ups).

4.13 Project Safety. Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

A. Responsibility. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

B. Safety Representative. Construction Manager shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Construction Manager's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

C. Daily Inspections. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors and others as applicable. Construction Manager shall provide the City copies of daily inspection reports and weekly safety meeting minutes, with the monthly payment applications.

D. Legal Requirements. Construction Manager and Subcontractors shall comply with Applicable Law relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate Applicable Law. If Construction Manager believes a City-specific requirement violates Applicable Law, the Construction Manager shall notify the City of such violation within 24 hours of discovery.

E. Reporting. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Applicable Law, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

F. Subcontractor Responsibility. Construction Manager's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (1) complying with Applicable Law, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.14 Substantial Completion. When the Construction Manager considers that the Work has reached Substantial Completion, it shall submit a request to the City's Project Manager for a certificate of Substantial Completion. Substantial Completion must occur not later than the date set forth in the applicable GMP Amendment, subject to modification by changes in the Contract Time according to Article 6 below. A prerequisite for Substantial Completion, over and above the

extent of construction completion required, is receipt by the City of acceptable documentation that Construction Manager has successfully tested and demonstrated all systems for their intended uses. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work is substantially complete. The Substantial Completion date shall be confirmed by a Certificate of Substantial Completion signed by the City and Construction Manager. The Certificate of Substantial Completion shall state the respective responsibilities of the City and the Construction Manager for security, maintenance and damage to the work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Construction Manager and modified by the Project Designers in consultation with the City and establish the time for completion and correction of all Punch List items. The Construction Manager shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. If the City and the Construction Manager cannot agree as to the appropriate Substantial Completion date, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article 13 below. Notwithstanding such disagreement, the Construction Manager shall diligently proceed with completion of the Punch List items. Warranties required by the Contract Documents shall commence on the Substantial Completion date or designated portion thereof unless otherwise provided in the Contract Documents.

4.15 Final Completion. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work has reached Final Completion. Final Completion must occur not later than 60 Days after the Substantial Completion date, subject to modification by changes in the Contract Time in Article 6 below. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by the Construction Manager that the Work functions as required by the Contract Documents and meets all Contract Document requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed Project Record Documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the 100% complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Construction Manager's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the City shall issue a Certificate of Final Completion to the Construction Manager on behalf of the City. Following receipt of payment from the City, the Construction Manager shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

A. During the Work. During the Work, Construction Manager shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work.

B. During Warranty Period. Construction Manager agrees to correct any Work that is found to not be in conformance with the Contract Documents within the warranty period described in Subsection 5.6(A) below, or within such longer period to the extent required by the

Contract Documents or as may be allowed by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

C. Commencement by Construction Manager. Construction Manager shall take meaningful steps to commence correction of nonconforming Work subject to Subsections 4.16(A) and (B) above within seven Days of receipt of written notice from the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such seven-Day period, the City, in addition to any other remedies provided under the Contract Documents or allowed by law, may provide Construction Manager with written notice that the City will commence correction of such nonconforming Work with its own forces. If the City corrects such nonconforming Work with its own forces, the GMP will be adjusted to deduct the cost to the City. If the City performs corrective Work after final payment, Construction Manager shall be responsible for all reasonable costs incurred by the City in performing such correction.

D. Emergencies. In the event nonconforming Work creates an emergency requiring an immediate response, the Construction Manager will respond and initiate corrections within 24 hours.

E. No Effect on Limitations Period. The two-year period referenced in Subsection 5.6(A) below applies only to Construction Manager's obligation to correct nonconforming Work as provided in this Section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Construction Manager's obligations under the Contract Documents or as may be allowed by law.

4.17 Additional Services. Any Additional Services must be authorized in advance by the City in writing; the Construction Manager shall furnish or obtain from others such authorized services. The Construction Manager shall be paid for these Additional Services by the City as herein provided to the extent they exceed reasonably inferable obligations of the Construction Manager under this Agreement. Potential Additional Services include:

A. Planning. Providing additional planning surveys or alternative site evaluations other than as required or reasonably inferred in this Article 4.

B. Future/Outside of Project Design. Providing design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project, other than general planning and master planning for future work as indicated by the City's Project program. Providing design and engineering of any work outside the Site if said work is not expressly identified and included in the Scope.

C. Major Document Revisions/Additional Documents. Making major revisions in the construction documents, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the City or are due to causes beyond the control and without the fault and negligence or partial fault or negligence of the Construction Manager or its consultants or agents. Preparing additional documents for alternate, separate, or

sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the construction phase, other than as required or reasonably inferred in this Article 4. Making revisions to Construction Documents after the City has approved them when revisions are due to causes beyond the control and not the fault or partial fault of the Construction Manager.

D. Advanced Soils Analysis. Providing additional soils sampling, classification, and analysis other than as required or reasonably inferred in the foregoing sections of Article 4. Construction Manager is entitled to rely upon the soils analysis and recommendations as provided by a geotechnical consultant, however, Construction Manager is responsible for interpretation of such data for the purpose of establishing the means and methods of construction and such interpretation shall not be considered Additional Services during the design phase or the construction phase.

E. Expert Testimony. Preparing to serve or serving as an expert witness for the City in connection with any public hearing, arbitration proceeding, or legal proceeding wherein the Construction Manager or Subcontractor of the Construction Manager is not a party or allegedly at fault; provided, however, preparing to serve or serving as a fact witness for the City or rendering testimony necessary to secure governmental approval for the Project shall not constitute an additional service.

F. Survey. Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats other than as required or reasonably inferred in this Article 4.

G. Additional Travel. Providing Additional Services and costs necessitated by out-of-town travel required of and approved in writing by the City other than visits to the Project and other than for travel required to accomplish the Work.

H. Unrelated Services. Providing any other services not otherwise included in this Agreement, not reasonably inferred by this Agreement or not customarily furnished in accordance with generally accepted contractual practices consistent with the term of this Agreement.

I. Replacement Work. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to Construction Manager's action or inaction during construction, or furnishing services required in connection with the replacement of such work.

J. Special Studies. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project, other than as required or reasonably inferred in this Article 4.

K. O&M Analysis. Providing analyses of operating and maintenance costs other than as required for value analysis in Subsection 2.2(E) above, unless provided for in the Scope.

L. Assisting with City-Performed Work. Designing, and providing other services supporting the procurement of materials to be obtained, or work, if any, to be performed by the City, that are not a part of the Work.

ARTICLE 5 POST-CONSTRUCTION PHASE

5.1 Final Accounting and Close-out. At the conclusion of the Project, the Construction Manager shall prepare final Project accounting and close-out reports.

5.2 Occupancy Plans. The Construction Manager shall prepare and distribute reports as necessary associated with the occupancy plan.

5.3 Certificates. The Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the City.

5.4 Manufacturer Manuals and Warranties. The Construction Manager shall require the Subcontractors to provide manufacturers' operations and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. Prior to Final Completion of the Project, the Construction Manager shall compile such manuals, warranties and guarantees, bind same in an organized manner and deliver the bound materials to the City; the City shall not be required to issue the final payment to the Construction Manager pursuant to Section 9.6 below until after the compiled manuals, warranties and guarantees have been delivered to the City. At the discretion of the City, electronic records may be substituted for the bound materials required in this section.

5.5 Inspection and Testing. With the assistance of the City's maintenance personnel, the Construction Manager shall direct the inspection of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

5.6 Warranties.

A. Warranty for the Work. Construction Manager or its assignee shall give to the City a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the Substantial Completion date. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Construction Manager or its assignee that provided the warranty, which both shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional two-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Construction Manager agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent the City or the Construction Manager from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Construction Manager warrants that all materials and equipment furnished under construction phase(s) of this Agreement are (1) new unless otherwise specified and approved by the City, (2) of good quality, (3) in conformance with the Contract Documents and (4) free from defective workmanship, defective materials and Hazardous Materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if the warranted items are fully installed, operational and available for use and if not, at such time after the date of Substantial Completion as they are fully installed, operational and available for use.

C. Actions by Others. Construction Manager's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Construction Manager or anyone for whose acts Construction Manager may be responsible and/or liable.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides City with greater warranty rights than set forth in this Section or the Contract Documents.

E. No Limitation on Legal Remedies. Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

ARTICLE 6 CONTRACT TIME

6.1 Progress and Completion. The City and the Construction Manager agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Agreement.

6.2 Commencement of the Work. The Work, except for the (A) environmental investigation services set forth in Section 2.1 above, (B) review of Construction Documents and design remedies services set forth in Section 2.2 above, and (C) Pre-Construction Phase General Services set forth in Section 2.3 above, shall commence on the Notice to Proceed date of the applicable GMP Amendment, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each GMP Amendment shall establish a separate Notice to Proceed date, Substantial Completion date and portion of the Contract Time applicable to that GMP. The Substantial Completion dates may be sequential or may run consecutively.

6.3 Prosecution of the Work. The Construction Manager shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Construction Manager shall prepare a recovery schedule for the City's review and approval, showing how the Construction Manager will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Construction Manager is unable to demonstrate how it will overcome Inexcusable Delays, the City may order the Construction Manager to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the City shall either (A)

authorize an equitable extension in the Master Schedule to account for such delay, and equitably adjust the GMP on account of such delay or (B) request that the Construction Manager prepare a recovery schedule showing how (if possible) the Construction Manager can achieve Substantial Completion by the date shown on the Master Schedule, and equitably adjust the applicable GMP in accordance with the Change Order provisions of this Agreement related to any extraordinary activities required of the Construction Manager on account of such recovery schedule.

6.4 Critical Path Activities. To the extent the Construction Manager completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Construction Manager.

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Construction Manager shall submit a revised Master Schedule to the City for incorporation into the Contract Documents, which will expand the Master Schedule approved to date, but which will not, in and of itself, change the Substantial Completion date for the Project. This revised Master Schedule shall be based upon a CPM and shall show in complete detail starting and completion time of detail activities, the sequence of the Work and all significant activities.

6.6 Extensions of Time.

A. Limited to Excusable Delay. An extension in the scheduled Substantial Completion date will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Construction Manager shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work; however, the Construction Manager must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in an amendment to this Agreement.

B. Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an “Excusable Delay” (to the extent not set forth below, a delay will be considered an “Inexcusable Delay”):

1. Delays resulting from Force Majeure events. The term “*Force Majeure*” means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the Party declaring Force Majeure notifies the other Party, in accordance with Subsection 14.6, of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement. Force Majeure shall not include: (a) late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the

market, inefficiencies or similar occurrences, or (b) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 6.6(B). Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing. The time of Substantial Completion or Final Completion shall be extended by written amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.

2. Differing, unusual or concealed Site conditions that could not reasonably have been anticipated by the Construction Manager in preparing the Master Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by or on behalf of the Construction Manager.

4. Delays resulting from changes in Applicable Law occurring after the date of execution of this Agreement.

5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

6. Delays occurring due to the acts or omissions of a utility, so long as Construction Manager has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Construction Manager to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Master Schedule.

C. Process for Requesting Extension of Time. In order to obtain an extension of time due to an Excusable Delay, the Construction Manager must comply with the following requirements: The Construction Manager shall notify the City of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Construction Manager becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Construction Manager expects to be delayed. After the cessation of the Excusable Delay, the Construction Manager shall notify the City of the number of Days the Construction Manager believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal or amendment to this Agreement, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. City Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the Parties will use good faith efforts to agree

on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the Parties as to the then-current status of Excusable Delays and Inexcusable Delays, the City will provide the Construction Manager with written notice of City's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the City of the Construction Manager's written request for such determination. The Construction Manager shall not, however, deem an issuance by the City of such a determination to be a concurrence with any matters set forth in the Construction Manager's request. The Construction Manager may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

6.7 Concurrent Delays. To the extent the Construction Manager may be 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 Manager or by an Inexcusable Delay, the Construction Manager shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Construction Manager shall include and clearly identify an appropriate number of Days of weather-related delays within (A) the aggregate Master Schedule for the Work and within the portions of the Master Schedule submitted with each GMP Proposal relating to any phase of the Project and (B) each GMP Amendment. If the Construction Manager experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP Amendment, the Construction Manager shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Section 6.6 above. If the Construction Manager fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Construction Manager shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable GMP Proposal.

6.9 Liquidated Damages.

A. Established. The Construction Manager and the City acknowledge that in the event that the Construction Manager fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefore in the applicable GMP Amendment, as adjusted, the City will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the City would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the City for late completion of the Project, and the City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. Amount of Liquidated Damages.

1. If the Construction Manager fails to achieve Substantial Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the

Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by the Maricopa Association of Governments specifications existing on the date this Agreement is approved by the City Council (the “MAG Specifications”) for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.

2. If the Construction Manager fails to achieve Final Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by MAG Specifications for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.

3. In no case may the amount of liquidated damages due under this Subsection 6.9(B) for any single Day of delay exceed the highest amount, as determined according to MAG Specifications, that would be charged for any single Inexcusable Delay existing on such Day.

4. Payment of liquidated damages is to be made contemporaneously with any required payment to the Construction Manager, and such payments may be offset against each other.

ARTICLE 7 CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

A. Project Designers’ Services Not Included. The cost of services performed directly by the Project Designers are not included in the Construction Manager’s compensation.

B. Amount. The City shall pay the Construction Manager an amount not to exceed \$101,981.00 for services performed during the Pre-construction Phase, as set forth in Article 2 above, and as more particularly described in the Pre-Construction cost summary, attached hereto as Exhibit H and incorporated herein by reference, including all cost items, allowances and reimbursable expenses.

C. Equitable Adjustment. Compensation of Pre-construction Services shall be equitably adjusted if such services extend beyond December 31, 2019, for reasons beyond the reasonable control and not the fault or partial fault of the Construction Manager or as provided in Section 8.2 below. For changes in Pre-construction Services, compensation shall be adjusted as mutually agreed upon by the City and the Construction Manager at the time of such extended services.

D. Payments. Payments for Pre-construction Services shall be due and payable within 30 Days following approval of the Construction Manager’s monthly invoice by the City.

Payments due the Construction Manager that are unpaid for more than 30 Days from the due date of the invoice shall bear interest at the statutory rate.

7.2 Construction Phase Compensation. The portion of Contract Price applicable to the Construction Services shall be the aggregate of all approved GMP Amendments.

A. GMP. The Guaranteed Maximum Price is composed of the Direct Construction Costs and the Construction Fee. The Construction Manager is at risk to cover any additional Project costs. To the extent the combined total of the Direct Construction Costs and the Construction Fee at the conclusion of the Project is less than the GMP, the difference shall be retained by the City.

B. GMP Adjustment. If a GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 8. The markups permitted on such changes shall be no greater than the markups delineated in the approved GMP.

C. City's Contingency. City's Contingency funds are to be used at the discretion of the City to cover any increases in Project costs that result from City-directed changes or unforeseen Site conditions. City's Contingency will be approved in conjunction with the applicable GMP Amendment but will not be included in the full Contract Price. Markups for Construction Fee and taxes will be applied by the Construction Manager at the time that City's Contingency is used. The amount of contingency for each GMP amendment will be negotiated separately.

D. Payment Data. The Construction Manager shall submit to the City, upon request, all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to ensure the City has a complete and accurate understanding of all Project costs.

7.3 Adjustment in the Contract Price. Adjustment to the respective components of the Contract Price shall be made as follows:

A. Changes in the Work. For changes in the Work as provided in Article 8 below, the applicable Contract Price shall be adjusted as mutually agreed by the Parties, in writing, prior to commencement of any work pursuant to such changes.

B. Delays in the Work. For delays in the Work not caused, in whole or in part, by the Construction Manager, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, there will be an equitable adjustment in the Contract Price to compensate the Construction Manager for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Construction Manager or other parties identified in Subsection 7.3(B) above, the Construction Manager shall be paid an additional fee in the same proportion that the applicable portion of the Contract Price bears to the estimated applicable Cost of the Work, or as otherwise agreed to by the Parties.

ARTICLE 8 CHANGES IN THE WORK

8.1 Prescribed Methods for Changes. Changes in Construction Manager's Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the City and the Construction Manager. Changes involving (A) a change in the lump sum for the Pre-Construction Services set forth in Section 7.1 above or (B) a change in any GMP, shall be considered a Change Order and must be approved as an amendment to this Agreement and executed by the City and the Construction Manager. The Construction Manager shall not (A) perform any additional Services or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Construction Manager shall proceed to perform the Services required by the Change Order only after receiving written notice from the City directing the Construction Manager to proceed.

8.2 Change Control System. The Construction Manager shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting party. The requesting party shall submit detailed information to the Construction Manager for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Construction Manager shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work and the effect, if any, on the applicable GMP. The Construction Manager shall make a recommendation to the City pursuant to this Article 8 prior to the City's acceptance of all change requests.

8.3 Change Directives; Change Orders; GMP Adjustments. Changes in the Work that are within the general scope of this Agreement may be accomplished by Change Directive without invalidating this Agreement; provided, however, that any change in the Work that will result in an increase to a GMP or extension of the Substantial Completion date shall be pursuant to a Change Order approved by a written amendment to this Agreement clearly delineating the amounts attributable to compensation for the General Conditions Costs, the Construction Fee and other Cost of the Work.

8.4 Determination of Cost. An increase or decrease in a GMP resulting from a change in the Work shall be determined by one or more of the following methods:

- A. Unit prices set forth in this Agreement or as subsequently agreed.
- B. Mutually accepted, itemized lump sum.

C. Costs determined as defined in Article 3 above.

D. If an increase or decrease cannot be agreed to as set forth in Subsections 8.4(A) and (B) and the City issues a written order for the Construction Manager to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change.

8.5 No Obligation to Perform. The Construction Manager shall not be obligated to perform changed Work until a Change Directive or a Change Order/amendment to this Agreement, as applicable, has been executed by the City and the Construction Manager, except as provided in Subsection 8.4(D) above.

8.6 Adjustment of Unit Prices. If a proposed change alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the City or the Construction Manager, the unit prices shall be equitably adjusted and, if the result is an increase to a GMP, an amendment to this Agreement shall be executed.

8.7 Unknown Conditions. If, in the performance of the Work, the Construction Manager or its Subcontractor finds latent, concealed or subsurface physical conditions that (A) differ from the conditions the Construction Manager or its Subcontractor should have reasonably anticipated, (B) differ substantially from available soils reports or (C) differ substantially and materially from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, including clay soils and sandstone expressly noted as commonly occurring in the Project area), then the applicable GMP compensation and/or the Substantial Completion date may be equitably adjusted only if the Construction Manager notifies the City within seven Days after the conditions are first observed in accordance with Article 6 above.

8.8 Emergencies. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in a GMP, compensation for Pre-construction Services, the Contract Price and/or extension of the Substantial Completion date on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 9 PAYMENT

9.1 Progress Payments.

A. Submittal Process. On or before the 15th day of each month after the construction phase has commenced, the Construction Manager shall submit to the City an "Application for Payment" consisting of the Cost of the Work performed up to the end of the prior month, including the cost of material stored on the Site or at other locations approved by the City, along with a proportionate share of the Construction Fee. For the purpose of audit, prior to submission of the next Application for Payment, the Construction Manager shall make available at the request of the City a statement accounting for the disbursement of funds received under the

previous Application. The form and extent of such statement shall be as agreed upon between the City and Construction Manager.

B. City's Payment. Within seven Days after approval of each monthly Application for Payment, the City shall pay directly to the Construction Manager the appropriate amount for which Application for Payment is made, less amounts (1) previously paid by the City, (2) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies that are set forth in writing and provided to the Construction Manager and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Construction Manager warrants and guarantees that the title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Construction Manager free and clear of all liens, claims, security interests or encumbrances.

D. Non-Conforming Work. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Agreement or the Contract Documents.

E. Unfinished Items. Upon Substantial Completion of the Work, the City shall pay the Construction Manager the unpaid balance of the Cost of the Work, General Conditions Costs and the Construction Fee, less a sum equal to the Construction Manager's estimated cost of completing any unfinished items as agreed to between the City and the Construction Manager as to extent and time for completion. The City thereafter shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

9.2 Retainage.

A. Exceptions to Retainage Requirement. No retainage shall be withheld with respect to gross receipts tax and premiums for bonds and insurance.

B. Amount Retained. With respect to the Work, the City shall retain 10% of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by the Contract Documents.

1. Any securities submitted by Construction Manager in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payee with Construction Manager on all such securities.

2. When the Work is 50% completed, one-half of the amount retained including any securities substituted pursuant to Subsection 9.2(B)(1) shall be paid to the Construction Manager upon the Construction Manager's request, provided the Construction Manager is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents may be retained, provided the Construction Manager

is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, 10% retention shall be reinstated for all progress payments made under the Contract Documents after the determination.

9.3 Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the Site, conditioned upon the Construction Manager furnishing evidence to the Owner that (A) title to the materials and equipment will pass to the City upon payment therefore, (B) the materials and equipment are adequately insured and (C) such other matters as the City may reasonably request in order to protect its interests.

9.4 Title to Construction Work. The Construction Manager warrants that title to all Work covered by an Application for Payment shall pass to the City no later than the time of payment. The Construction Manager further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.5 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset against any money due to the Construction Manager any amounts Construction Manager owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

9.6 Final Payment.

A. Fully Completed Work. Final payment, consisting of the unpaid balance of (1) the Cost of the Work, (2) compensation for Pre-Construction Services and (3) the Construction Fee, shall be due and payable when the Work is fully completed and accepted by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

B. Waiver of Claims. In making final payment, the City waives all claims against the Construction Manager except for:

1. Outstanding liens.
2. Improper workmanship or defective materials.

3. Work not in conformance with the Contract Documents or work not completed.
4. Terms of any special warranties required by the Contract Documents.
5. Delivery to City of all warranties, operation and maintenance manuals, record drawings and other documents as required by the Contract Documents.
6. Right to audit Construction Manager records for a period of three years.
7. Claims previously made in writing that remain unsettled.

C. Acceptance as Waiver. Acceptance of final payment by the Construction Manager shall constitute a waiver of affirmative claims by the Construction Manager against the City, its employees, elected officials and agents, except those previously made in writing and identified as unsettled at the time of final payment.

9.7 Payments to Subcontractors.

A. The Construction Manager shall pay its Subcontractors or suppliers within seven Days of receipt of each progress payment from the City and as required by Arizona law. The Construction Manager shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Construction Manager shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Construction Manager shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Construction Manager. No Contract between the Construction Manager and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Construction Manager agrees that if it fails to make payments in accordance with these provisions, the City may take any one or more of the following actions:

1. Hold the Construction Manager in default under this Agreement.
2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.
3. Reject all future offers to perform work for the City from the Construction Manager for a period not to exceed one year from Substantial Completion date of this Project.

4. Terminate this Agreement.

5. Make a claim against the bonds required pursuant to Article 11.

C. No Waiver. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Construction Manager shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

9.8 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after Final Completion of the Project.

B. Audit Rights. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

C. Pricing Data Inaccuracies. The City reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by the City in its sole discretion, if, upon audit of the Construction Manager's records, the audit discloses the Construction Manager has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Construction Manager shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. City Remedies. The City reserves the right to decrease Contract Price and/or payments made under this Agreement, in an amount determined by the City in its sole discretion, if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance Representations and Requirements.

A. General.

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

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Construction Manager. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

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

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

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery

(subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Construction Manager. Construction Manager shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement.

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

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

11. Endorsements. Construction Manager shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. Construction Manager shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Construction Manager shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Construction Manager's owned, hired and non-owned vehicles assigned to or used in the performance

of the Construction Manager's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Construction Manager shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Construction Manager'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. Builder's Risk Insurance. Unless expressly waived by the City in a written amendment to this Agreement, the Construction Manager shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Construction Manager, and the Construction Manager's Subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

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

10.2 Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the

extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with Construction Manager's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

ARTICLE 11 BONDS

11.1 Performance Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security binding the Construction Manager to provide faithful performance of the Agreement in the amount of 100% of the percentage of the GMP attributable to the Construction Services, payable to the City, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services or any other related services. Performance security shall be in the form of a performance bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. In case of default the City reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit I, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

11.2 Payment Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security for the protection of claimants supplying labor or materials to the Construction Manager or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services or other related services related to the Agreement. Payment security shall be in the amount of 100% of the portion of the GMP attributable to the Construction Services and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. All payment bonds shall be executed on a the form attached hereto as Exhibit J, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 12

TERMINATION AND SUSPENSION

12.1 Termination by the Construction Manager.

A. Procedure. Upon 30 Days' written notice to the City of one of the reasons set forth below, and if the City fails to cure or initiate reasonable action to cure within 30 Days of receipt of said notice, the Construction Manager may terminate this Agreement for any of the following:

1. If the Work has been stopped for a 60-Day period:
 - a. Under court order or order of other governmental authorities having jurisdiction; or
 - b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.
2. If the Work is suspended by the City for more than 60 Days.
3. If the City materially delays the Construction Manager in the performance of the Work.
4. If the City otherwise materially breaches this Agreement.

B. Payment to Construction Manager. Upon termination by the Construction Manager in accordance with Subsection 12.1(A) above, the Construction Manager shall be entitled to recover from the City payment for all Work completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions and profit on the Work performed. The City may subtract reasonable estimates of costs for deficient work from the payments noted above.

12.2 Termination by the City for Cause.

A. Construction Manager Default. If the Construction Manager refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 Days after the Construction Manager receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

B. Construction Manager Insolvency. Upon the appointment of a receiver for the Construction Manager, or if the Construction Manager makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or

remedy otherwise available to the City, upon giving three Days' written notice to the Construction Manager. If an order for relief is entered under the bankruptcy code with respect to the Construction Manager, the City may terminate this Agreement by giving three Days' written notice to the Construction Manager unless the Construction Manager or the trustee does all of the following:

1. Promptly cures all breaches within such three-Day period.
2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breach(es).
4. Assumes the obligations of the Construction Manager within the established time limits.

C. Failure to Agree on a GMP. If the City and the Construction Manager fail, after good faith efforts, to agree upon a GMP, this Agreement may be terminated upon 15 Days' notice from either Party to the other. In the event of a termination for failure to agree on a GMP, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination under this Subsection.

12.3 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Construction Manager, terminate this Agreement, in whole or in part, for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Construction Manager shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination of convenience by the City.

12.4 Set Off. Upon termination of this Agreement by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Construction Manager by whatever method the City may deem expedient. Also, in such case, the Construction Manager shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Construction Manager under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Construction Manager are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and

shall make payment accordingly. The Construction Manager may dispute the City's assessment of the termination amount by the method of dispute resolution under Article 13 of this Agreement.

12.5 Suspension by the City for Convenience.

A. Procedure. The City may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience, but not in abrogation of the rights given Construction Manager in Section 12.1 above.

B. Adjustments to GMP and Schedule. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable GMP and/or the applicable Substantial Completion date. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 13.4 (G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon the Agreement, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to agreements containing this ADR provision.

13.2 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process. The City and Construction Manager shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

13.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Construction Manager declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity

to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that it shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five Days after the hearing.

13.4 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 13.4(G) below, shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator in writing within three Days of receipt of the Neutral Evaluator's decision of a request for arbitration. If the Construction Manager requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the Parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 13.4(M) and the proceeds from the bond shall be allocated in accordance with Subsection 13.4(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Construction Manager's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the Parties' arbitrators as set forth in Subsection 13.4(B) below. If one or more Subcontractor(s) is (are) involved in a dispute, the Subcontractors shall agree on an appointee to serve as arbitrator on behalf of all such Subcontractors. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The Parties' arbitrators shall choose the Neutral Arbitrator within five Days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 13.2 above. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator." The Default Neutral Arbitrator shall be selected as follows: the City and the Construction Manager shall each submit two names to the presiding judge of the Maricopa County Superior Court, who shall select one person to serve as the Default Neutral Arbitrator.

C. Expedited Hearing. The Parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any Party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the Parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost-effective manner giving regard to the rights of all parties. Each Party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision. The chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the chairman.

E. Hearing Days. In order to effectuate Parties' goals, the hearing once commenced, will proceed from Day to Day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 13.4(M) below. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual Party in excess of 20% of the original Agreement amount, but in no event shall any award exceed \$2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual Party in excess of \$100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess \$2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any Party may contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any Party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any Party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any Party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may: (1) at the request of any Party,

join and/or sever Parties, and/or claims arising under other contracts containing this ADR provision and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever Parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the Parties' goal of the prompt and efficient resolution of disputes; provided, however, that the Construction Manager, the Project Designers and other Project professionals shall not be joined as a Party to any claim made by a Subcontractor. Nothing herein shall create the right by any Party to assert claims against another Party not germane to the Agreement or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding Parties not in privity with the City. The Construction Manager cannot be joined to any pending arbitration proceeding, without the Construction Manager's express written consent, unless the Construction Manager is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of \$100,000, (2) the exercise by the chairman or Arbitration Panel of any powers contrary to or inconsistent with this Agreement or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing *de novo*.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq*.

M. Fees and Costs. Each Party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fees, and the prevailing Party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing Party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of \$200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing Parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be paid by the City.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no Party shall, except for disclosures to a Party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the Parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any Party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a Party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Construction Manager against the City or in favor of the City against the Construction Manager shall be reduced to a Change Order amendment to this Agreement and executed by the Parties in accordance with the award and the provisions of this Agreement.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Agreement performance period which reasonably should have or could have been brought against any Party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any Party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Construction Manager shall cooperate with the City in efforts to include this ADR provision in all other Project subcontracts. The Construction Manager agrees that any modification to this ADR provision that is included in the construction or other subcontracts shall also apply to the Construction Manager. It is the intent of the Parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

ARTICLE 14 ADDITIONAL PROVISIONS

14.1 Confidentiality. The Construction Manager shall not disclose or permit the disclosure of any confidential information except to its agents, employees and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

14.2 Limitation and Assignment. The City and the Construction Manager each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the City nor the Construction Manager shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank for securing loans without approval of the City. Nothing contained in this Section shall prevent the Construction Manager from employing such consultants, associates or Subcontractors as the Construction Manager may deem appropriate to assist in performance of the Services hereunder.

14.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Construction Manager. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

14.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

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

14.6 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:

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Tiffany Copp, Procurement Administrator
 Attn: Michael Wawro, City Attorney

If to Project Designers: Architekton, Inc.
 4646 South Farmer Avenue, Suite 101
 Tempe, Arizona 85281
 Attn: Joseph Salvatore

If to Construction Manager: Haydon Building Corporation
 4640 E. Cotton Gin Loop
 Phoenix, Arizona 85040
 Attn: Fritz Behrhorst

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 Section. 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.

14.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

14.8 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition right with respect to further performance.

14.9 Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.10 Asbestos Free Materials. The Project is to be constructed by the Construction Manager with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the City by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City notwithstanding any statute of limitations or other legal bar to any claim by the City.

14.11 Cancellation. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

14.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants herein shall survive termination of this Agreement.

14.13 Endangered Hardwoods Prohibited. Construction Manager shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

14.14 Records and Audit Rights. Construction Manager's and its Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Construction Manager and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 14.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Construction Manager's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 14.15 below. To the extent necessary for the City to audit Records as set

forth in this Subsection, Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Construction Manager pursuant to this Agreement. Construction Manager and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or its Subcontractors reasonable advance notice of intended audits. Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Construction Manager's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.16 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

14.17 Independent Contractor. The Construction Manager is and will be an independent contractor and whatever measure of control the City exercises over the work or deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Agreement will give or be construed to give the City the right to direct the Construction Manager as to the details of accomplishing the work or deliverable. These results will comply with all applicable laws and ordinances.

14.18 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Construction Manager informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Construction Manager hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Construction Manager”

HAYDON BUILDING CORPORATION,
a(n) Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of HAYDON BUILDING
CORPORATION, a(n) Arizona corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Construction Documents]

See following pages.

EXHIBIT B
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Amendments]

See following pages.

EXHIBIT C
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[GMP Proposals]

See following pages.

EXHIBIT D
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Master Schedule]

See following pages.

EXHIBIT E
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Subcontractor Selection Program]

See following pages.

EXHIBIT F
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Traffic Control/Construction Sequencing]

See following pages.

EXHIBIT G
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Allowable General Conditions Cost Line Items]

See following pages.

ALLOWABLE GENERAL CONDITIONS COST LINE ITEMS

On-Site Project Management Staff
Safety Coordinator/Assistant(s)
Project Executive
Office Engineer(s)
Project Expeditor(s)
Assistant Superintendent(s)

CPM Scheduler
Superintendent(s)
Project Manager(s)
Project Support Staff
Out-of-State Project Specific Travel*

Bonds and Insurance
Builder's Risk Insurance
General Liability Insurance
Payment and Performance Bonds
Other Project Insurance as Required by Contract

Temporary Project Utilities
Non-LEED Recycling Dumpsters
Project Electricity
Monthly Telephone / Internet Service
Street Rental and Barricades
Fencing and Covered Walkways
Site Erosion Control (BMP) and Project Entrance(s)

Temporary Toilets
Temporary Fire Protection
Telephone / Internet System Installation
Temporary Water Distribution and Meters
Temporary Electrical Distribution and Meters
Project Water, Ice and Supplements to Prevent Dehydration

Field Offices & Office Supplies
Partnering Costs
Job Photos/Videos
Project Specific Signage
Postage/Special Shipping
Project/As-Built (Record) Drawings
Project Milestone Event(s)*
Move-In/Out and Office Setup
Employee Identification System
Small Tools and Storage Trailers
Monthly Office Trailer Rental Costs
Mobilization and Demobilization (Equipment Only)

First Aid Supplies
Reproduction Services
Monthly Office Supplies
Remote Parking Expenses
Project Reference Manuals
Security System/Watchman
Safety Material and Equipment
Drinking Water and Accessories (Including Ice)
Office Clean-Up/Janitorial Services
Field Engineering

* Specific justification and all estimated costs shall be submitted and approved by the City prior to any travel or event.

EXHIBIT H
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Pre-Construction Cost Summary]

See following pages.

Haydon Building Corp
Avondale Senior and Resource Center
NFS 19-084
Pre-Construction Services



SCHEDULE OF HOURLY RATES (all rates include overhead, fee, insurance, equipment)

Pre-Construction Director	\$ 138.00 /hr
Pre-Construction Manager	\$ 113.00 /hr
Project Director	\$ 138.00 /hr
Project Manager	\$ 113.00 /hr
Estimator	\$ 110.00 /hr
General Superintendent	\$ 120.00 /hr
Senior Project Superintendent	\$ 113.00 /hr
Project Superintendent	\$ 110.00 /hr
Safety Manager	\$ 110.00 /hr
Project Engineer	\$ 80.00 /hr
Administrative	\$ 73.00 /hr
Virtual Construction/Imaging	\$ 110.00 /hr

ALLOCATION OF PRE-CONSTRUCTION SERVICES COST

Project Initiation / Master Plan	\$0
30% Design	\$12,751
60% Design	\$21,250
90% Design	\$27,784
100% Design	\$25,421
Sub total preconstruction services	\$87,206

ALLOCATION OF PLAN REPRODUCTION BUDGET

Project Initiation / Master Plan	\$0
30% Design	\$375
60% Design	\$1,200
90% Design	\$1,200
100% Design	\$2,000
Total Plan Reproduction	\$4,775

OTHER SERVICES

Site investigations	\$5,000
Allowance for Added Services	\$5,000
Total Other Services	\$10,000

GRAND TOTAL PRECONSTRUCTION SERVICES	\$101,981
---	------------------

Avondale Senior and Resource Center
Schedule Of Pre-Construction Services / Manpower Loading



Position	Program	30% Design	60% Design	90% Design	100% Design		Master Plan	30% Design	60% Design	90% Design	100% Design	Total
Project Kickoff Meeting												
Precon Director		2				\$138.00	\$0	\$276	\$0	\$0	\$0	\$502
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		2				\$113.00	\$0	\$226	\$0	\$0	\$0	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Preparation of the Master Schedule												
Precon Director						\$138.00	\$0	\$0	\$0	\$0	\$0	\$678
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		6				\$113.00	\$0	\$678	\$0	\$0	\$0	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Regular Project Meetings												
Precon Director		10	20	24	8	\$138.00	\$0	\$1,380	\$2,760	\$3,312	\$1,104	\$15,562
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		10	20	24	8	\$113.00	\$0	\$1,130	\$2,260	\$2,712	\$904	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Site Investigations												
Precon Director		2				\$138.00	\$0	\$276	\$0	\$0	\$0	\$1,180
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		2			2	\$113.00	\$0	\$226	\$0	\$0	\$226	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent		2			2	\$113.00	\$0	\$226	\$0	\$0	\$226	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Administrative						\$73.00	\$0	\$0	\$0	\$0	\$0	
Periodic Plan/Constructability Reviews												
Precon Director		4	4	12	4	\$138.00	\$0	\$552	\$552	\$1,656	\$552	\$7,832
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		4	8	8	4	\$113.00	\$0	\$452	\$904	\$904	\$452	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent			4	8	4	\$113.00	\$0	\$0	\$452	\$904	\$452	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Administrative						\$73.00	\$0	\$0	\$0	\$0	\$0	
Virtual Construction/Imaging Model												
Precon Director		2	4	4	2	\$138.00	\$0	\$276	\$552	\$552	\$276	\$9,172
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		2	4	4	2	\$113.00	\$0	\$226	\$452	\$452	\$226	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Virtual Construction/Imaging		8	16	24	8	\$110.00	\$0	\$880	\$1,760	\$2,640	\$880	
Virtual Construction/Imaging Coordination												
Precon Director		4	4	8	4	\$138.00	\$0	\$552	\$552	\$1,104	\$552	\$9,172
Precon Manager		4	4	8	4	\$113.00	\$0	\$452	\$452	\$904	\$452	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
General Superintendent				8	4	\$120.00	\$0	\$0	\$0	\$960	\$480	
Senior Project Superintendent		4	4	12	4	\$113.00	\$0	\$452	\$452	\$1,356	\$452	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Virtual Construction/Imaging						\$110.00	\$0	\$0	\$0	\$0	\$0	
Prepare Project Estimates												
Precon Director		12	20	24		\$138.00	\$0	\$1,656	\$2,760	\$3,312	\$0	\$19,254
Precon Manager		8	40	48		\$113.00	\$0	\$904	\$4,520	\$5,424	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		2	2	2		\$113.00	\$0	\$226	\$226	\$226	\$0	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Estimator						\$110.00	\$0	\$0	\$0	\$0	\$0	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Administrative						\$73.00	\$0	\$0	\$0	\$0	\$0	
Prepare/Update Construction Management Plan												
Precon Manager		1				\$113.00	\$0	\$113	\$0	\$0	\$0	\$1,422

Avondale Senior and Resource Center
Schedule Of Pre-Construction Services / Manpower Loading



Position	Program	30% Design	60% Design	90% Design	100% Design		Master Plan	30% Design	60% Design	90% Design	100% Design	Total
Project Manager		4	2	2	1	\$113.00	\$0	\$452	\$226	\$226	\$113	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Administrative		1	1	1	1	\$73.00	\$0	\$73	\$73	\$73	\$73	
Value Engineering Evaluations												\$3,364
Precon Director		2	2	2	2	\$138.00	\$0	\$276	\$276	\$276	\$276	
Precon Manager		4	4	4	4	\$113.00	\$0	\$452	\$452	\$452	\$452	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		1	1	1	1	\$113.00	\$0	\$113	\$113	\$113	\$113	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Estimator						\$110.00	\$0	\$0	\$0	\$0	\$0	
Update Schedule												\$791
Precon Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Precon Manager						\$113.00	\$0	\$0	\$0	\$0	\$0	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager		2	2	2	1	\$113.00	\$0	\$226	\$226	\$226	\$113	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Develop Site Utilization, Safety, Security & Access Plans												\$1,544
Precon Director					1	\$138.00	\$0	\$0	\$0	\$0	\$138	
Precon Manager					2	\$113.00	\$0	\$0	\$0	\$0	\$226	
Project Director					2	\$138.00	\$0	\$0	\$0	\$0	\$276	
Project Manager					4	\$113.00	\$0	\$0	\$0	\$0	\$452	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent					4	\$113.00	\$0	\$0	\$0	\$0	\$452	
Project Engineer						\$80.00	\$0	\$0	\$0	\$0	\$0	
Administrative						\$73.00	\$0	\$0	\$0	\$0	\$0	
Evaluate and Recommend Pre-Purchased Materials & Equipment												\$1,230
Precon Director			2			\$138.00	\$0	\$0	\$276	\$0	\$0	
Precon Manager			2			\$113.00	\$0	\$0	\$226	\$0	\$0	
Project Director			2			\$138.00	\$0	\$0	\$276	\$0	\$0	
Project Manager			2			\$113.00	\$0	\$0	\$226	\$0	\$0	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent			2			\$113.00	\$0	\$0	\$226	\$0	\$0	
Estimator						\$110.00	\$0	\$0	\$0	\$0	\$0	
Qualify, Bid and Recap Sub-Bids												\$4,676
Precon Director					8	\$138.00	\$0	\$0	\$0	\$0	\$1,104	
Precon Manager					20	\$113.00	\$0	\$0	\$0	\$0	\$2,260	
Project Director					2	\$138.00	\$0	\$0	\$0	\$0	\$276	
Project Manager					2	\$113.00	\$0	\$0	\$0	\$0	\$226	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent					2	\$113.00	\$0	\$0	\$0	\$0	\$226	
Estimator						\$110.00	\$0	\$0	\$0	\$0	\$0	
Administrative					8	\$73.00	\$0	\$0	\$0	\$0	\$584	
Award, Prepare and Process Subcontracts												\$10,827
Precon Director					16	\$138.00	\$0	\$0	\$0	\$0	\$2,208	
Precon Manager					60	\$113.00	\$0	\$0	\$0	\$0	\$6,780	
Project Director						\$138.00	\$0	\$0	\$0	\$0	\$0	
Project Manager					4	\$113.00	\$0	\$0	\$0	\$0	\$452	
General Superintendent						\$120.00	\$0	\$0	\$0	\$0	\$0	
Senior Project Superintendent						\$113.00	\$0	\$0	\$0	\$0	\$0	
Estimator						\$110.00	\$0	\$0	\$0	\$0	\$0	
Administrative					19	\$73.00	\$0	\$0	\$0	\$0	\$1,387	
SUBTOTAL PRE-CONSTRUCTION SERVICES							\$0	\$12,751	\$21,250	\$27,784	\$25,421	\$87,206

EXHIBIT I
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT J
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record



CITY COUNCIL REPORT

SUBJECT: Resolution 3556-619 - Amendment No. Two to an Intergovernmental Agreement with the State of Arizona through the Department of Transportation for the Agua Fria Multi-Use Path

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, (623) 333-4012

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3556-619 approving Amendment No. Two to the Intergovernmental Agreement with the State of Arizona through the Department of Transportation to designate the state as the City's agent to obtain federal funds for the construction of the Agua Fria Multi-Use Path, and authorize the Mayor, or City Manager and City Clerk to execute the appropriate documents. The Council will take appropriate action.

BACKGROUND:

On June 3, 2013, City Council approved an IGA with ADOT for the design and scoping of the Agua Fria Multi-Use Path project. The Agua Fria Multi-Use Path project will construct an asphalt multi-use path under Interstate 10 along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road. This multi-use path will be an important connection within the trail system from Friendship Park and will eventually link Avondale to the southern part of Avondale and the Sun Circle trail connecting to the communities in the northwest Valley.

On October 21, 2013 City Council approved Amendment No. 1 with ADOT to increase the funding in the project. Due to the complexity of this project including environmental issues and the design of a pedestrian bridge under Interstate I-10, staff requested an additional \$50,000 from the Federal Highway Administration (FHWA). FHWA approved the additional funding.

The project has experienced several difficulties with budget and permitting. In May 2017, MAG Regional Council approved dividing the project into two phases. Phase 1 will construct the path south of the ADOT drainage channel and Phase 2 will construct a bridge over the ADOT drainage channel and connect to the existing path in Friendship Park. Phase 1 will be constructed with Federal funds, and currently, Phase 2 is to be constructed with local funds at a later date. MAG Regional Council approved deferring construction of the project into Federal FY19 to allow time to acquire 408 and 404 permits.

DISCUSSION:

The purpose of this Amendment No. 2 is to designate the State as the City's authorized agent to obtain federal funds for the scoping, design, and construction of an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road. The State will advertise, bid and award the construction phase of the Project. The City will maintain all Project improvements.

The IGA proposes the following terms of agreement:

ADOT will be responsible to submit all documentation required to the Federal Highway Administration (FHWA) with the recommendation that funding be approved for construction and request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage. ADOT shall also proceed to administer construction, advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

The City will be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State. The City shall enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. The City shall certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Upon notification of Project completion, from the State, The City will agree to accept, maintain and assume full responsibility of the Project in writing.

SZ078 01C (construction):

Federal-aid funds @94.3% \$1,264,427.00

City match @5.7% \$ 76,429.00

Subtotal – Construction** \$1,340,856.00

Estimated TOTAL Project Cost \$1,773,654.00

Total Estimated City Funds \$ 292,227.00

Total Federal Funds \$1,481,427.00

Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid for their share of PDA costs of \$71,000.00 and scoping /design costs of \$144,798.00.

STRATEGIC PLAN ALIGNMENT

INITIATIVE:

Foster Sustainable Community Development

GOAL:

Maintain and expand infrastructure and improve connectivity to City amenities

OBJECTIVE:

Complete/install trail and pedestrian lighting to improve and increase pedestrian safety and security

BUDGET IMPACT:

The funding needed for the Project is \$76,429.00. Funding in the amount of \$70,038.00 is available in One-Time Fund Line Item 310-1346-00-8420 I-10 Underpass Trail, Trail Head and Pedestrian Bridge. Additional funding in the amount of \$7,000 will be transferred in from 304-1362-00-8420 Dysart Road ITS Phase II, to accommodate the total project funding needed.

RECOMMENDATION:

Staff recommends that City Council adopt a resolution authorizing Amendment Number 2 to Intergovernmental Agreement (IGA) between the City of Avondale and the Arizona Department of Transportation (ADOT) to allow ADOT to oversee the construction of the Agua Fria Multi-Use Path Project and authorizing the Mayor, or City Manager and City Clerk, to execute the necessary documents.

RESOLUTION NO. 3556-619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION TO DESIGNATE THE STATE AS THE CITY'S AGENT TO OBTAIN FEDERAL FUNDS FOR THE CONSTRUCTION OF A MULTI-USE PATH.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE AS FOLLOWS:

SECTION 1. The Second Amendment to the Intergovernmental Agreement between the City of Avondale (the "City") and State of Arizona, through its Department of Transportation (ADOT), serves to designate the State as the City's authorized agent to obtain federal funds for the scoping, design and construction of a multi-use path that connects Van Buren Street to Friendship Park at McDowell Road (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of the Intergovernmental Agreement adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, AND ADOPTED by the City Council of the City of Avondale, Arizona, June 3, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

Resolution No. 3556-619
June 3, 2019
Page 2 of 2

EXHIBIT A
TO
RESOLUTION NO. 3556-619
[Amendment]
See following pages.

ADOT File No.: IGA/ JPA 13-0001169-I
Amendment No. Two: 19-0007300-I
AG Contract No.: P001 2013 001249
Project Location/Name: Van Buren to
Friendship Park at McDowell Road
Type of Work: I-10 Under path along Agua
Fria East Bank
Federal-aid No.: STP-AVN-0(215)T
ADOT Project No.: SZ078 01D/03D/01C
TIP/STIP No.: AVN15-441D/AVN15-441C
CFDA No.: 20.205 Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 13-0001169-I, A.G. Contract No. P0012013001249, was executed on June 24, 2013, (the “Original Agreement”); and IGA/JPA 13-0002784-I Amendment No. One, executed on October 30, 2013, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project design costs, add the Project construction phase costs and establish Project maintenance responsibilities. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

Section I. Paragraphs 3, and 7. Are revised, as follows:

3. The purpose of this Amendment No. Two is to designate the State as the City's authorized agent to obtain federal funds for the scoping, design, and construction of an asphalt multi-use path under Interstate 10 (I-10) along the Agua Fria east bank that connects Van Buren Street to Friendship Park at McDowell Road, hereinafter referred to as the "Project". The State will administer the design and advertise, bid and award the construction phase of the Project. The City will maintain all Project improvements.
7. The federal funds will be used for the scoping, design, and construction of the Project. The estimated Project costs are as follows:

SZ078 01D (ADOT Project Development Administration (PDA) Cost, (formerly State design review fee), non-federal-aid):

City's PDA costs*	\$ 71,000.00
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SZ078 03D (scoping/design):

Federal-aid funds @94.3%	\$ 217,000.00
City's match @5.7%	\$ 13,117.00
City's cost @100%	<u>\$ 131,681.00</u>
	\$ 361,798.00

Subtotal - Scoping/Design/PDA*	\$ 432,798.00
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SZ078 01C (construction):

Federal-aid funds @94.3%	\$ 1,264,427.00
City match @5.7%	<u>\$ 76,429.00</u>

Subtotal - Construction**	\$1,340,856.00
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Estimated TOTAL Project Cost	\$1,773,654.00
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Total Estimated City Funds	\$ 292,227.00
Total Federal Funds	\$1,481,427.00

*(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid for their share of PDA costs of \$71,000.00 and scoping /design costs of \$144,798.00.

II. SCOPE OF WORK

Section II, Paragraphs 1. f. - k. are added, as follows:

1. The State will:
 - f. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$76,429.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - g. After receipt of the actual PDA and any outstanding design costs, if applicable, and the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.
 - i. Notify the City of substantial completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - j. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.
 - k. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

Section II, Paragraphs 2. h. – n. are added, as follows:

2. The City will:
 - b. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA and/or design costs and the City's share of the Project construction costs, estimated at \$76,429.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

- c. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- d. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.
- f. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
- g. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- h. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 13. is replaced, as follows:

13. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.¹

Section III, Paragraph 17. is added, as follows:

14. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF AVONDALE

STATE OF ARIZONA
Department of Transportation

By _____
KENN WEISE
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARCELLA CARRILLO
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF AVONDALE

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this _____ day of _____, 2019.

City Attorney



CITY COUNCIL REPORT

SUBJECT: Public Hearing - Fiscal Year 2019-2020 Budget and Property Tax Levy

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will hold a public hearing to receive comment on the property tax levy and final budget for fiscal year 2019-2020 (FY2020) in the amount of \$236,699,250. No Council action is required.

BACKGROUND:

The tentative budget for fiscal year FY2020 was adopted on May 6, 2019 and a summary of the budget was published in the May 16th and May 24th editions of the Southwest Valley edition of the Arizona Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website. A public hearing must be held and a special meeting convened for adoption of the final budget after the close of the public hearing. A public hearing is also required on the property tax levy.

The Truth in Taxation notice for the property tax levy was published in the May 16th and May 24th editions of the Southwest Valley edition of the Arizona Republic. The property tax levy is required to be adopted by the third Monday in August, and is scheduled to come before Council for adoption on June 17.

DISCUSSION:

The FY2020 expenditure limitation of \$236,699,250 has not changed in total from the tentative budget adopted on May 6, 2019. The total proposed tax rate for FY2020 is \$1.6543 per one hundred dollars of assessed valuation, which is a decrease from the prior year's rate of \$1.7618.

The formal budget document is included as well as the updated Fee Schedule for Council approval. Notice of proposed or increased taxes and fees was advertised as required by A.R.S. §9-499.15 on the City's website for sixty days. The final adopted budget for FY2020 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

BUDGET IMPACT:

This public hearing is a necessary step in the budget adoption process, allowing residents to comment on the FY2020 budget and proposed tax levy.

RECOMMENDATION:

Staff recommends the City Council hold a public hearing to receive comment on the property tax levy and final budget for FY2020.

CITY OF AVONDALE

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year		S c h	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Trust & Agency Fund	Enterprise Funds Available	Internal Service Funds	Total All funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	62,150,240	22,762,369	9,871,550	91,213,935	5,000	52,524,961	5,253,955	243,782,010
2019	Actual Expenditures/Expenses**	E	62,150,240	21,862,369	9,871,550	91,273,870	5,000	52,465,026	6,153,955	243,782,010
2020	Fund Balance/Net Position at July 1***		46,806,400	26,719,200	5,574,800	47,583,370	223,800	94,793,300	4,211,500	225,912,370
2020	Primary Property Tax Levy	B	3,039,967							3,039,967
2020	Secondary Property Tax Levy	B			4,141,443					4,141,443
2020	Estimated Revenues Other than Property Taxes	C	67,523,620	33,805,250	62,000	4,026,420	3,000	33,180,650	5,546,395	144,147,335
2020	Other Financing Sources	D				0		10,000,000		10,000,000
2020	Other Financing (Uses)	D								0
2020	Interfund Transfers In	D	0	2,184,000	6,427,965	29,214,800		6,787,955	0	44,614,720
2020	Interfund Transfers (Out)	D	21,661,430	13,666,975	0	2,780,100		6,487,955	18,260	44,614,720
2020	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									
	Future Capital Projects									
	Maintained Fund Balances for Financial Stability									
2020	Total Financial Resources Available		95,708,557	49,041,475	16,206,208	78,044,490	226,800	138,273,950	9,739,635	387,241,115
2020	Budgeted Expenditures/Expenses	E	65,994,459	27,051,255	10,237,810	66,580,420	5,000	60,180,071	6,650,235	236,699,250

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditures limitation

2019	2020
\$ 243,782,010	\$ 236,699,250
243,782,010	236,699,250
\$ 243,782,010	\$ 236,699,250
\$ 243,782,010	\$ 236,699,250

*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2020

	2018-19 Fiscal Year	2019-20 Fiscal Year
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 2,914,679	\$ 3,039,967
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary Property Taxes	2,914,679	3,039,967
B. Secondary Property Taxes	4,102,600	4,141,443
C. Total property tax levy amounts	\$ 7,017,279	\$ 7,181,410
4. Property taxes collected*		
A. Primary property taxes		
(1) 2018-19 year's levy	2,914,679	
(2) Prior Years' Levies	0	
(3) Total primary property taxes	\$ 2,914,679	
B. Secondary property taxes		
(1) 2018-19 year's levy	4,102,600	
(2) Prior Years' Levies	0	
(3) Total secondary property taxes	\$ 4,102,600	
C. Total property taxes collected	\$ 7,017,279	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.7318	0.7003
(2) Secondary property tax rate	1.03	0.954
(3) Total city/town tax rate	1.7618	1.6543
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 0 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
General Fund			
Taxes			
Local Sales Taxes	34,985,307	34,971,000	35,408,000
Franchise Taxes	490,410	509,000	500,000
In-Lieu Taxes	54,050	47,000	0
Audit Assessments	206,230	0	0
Intergovernmental Revenues			
State Urban Revenue Sharing	10,174,543	10,175,000	11,121,000
City's Share of St. Sales Tax	8,225,864	8,469,000	8,830,000
Auto Lieu Tax	3,662,612	3,753,000	3,900,000
IGAs Other Cities & Towns	85,830	50,000	75,620
Licenses and Permits			
Building & Develop Permits	2,378,500	1,478,000	1,436,000
Franchise Taxes	773,235	773,000	773,000
Licenses	307,920	287,000	287,000
Other Permits	72,520	38,000	38,000
Development Charges for Service	16,460	5,000	5,000
Charges for Services			
Development Charges for Service	972,240	449,000	449,000
Other Charges for Service	758,940	484,000	337,000
Recreation Charges for Service	369,330	287,000	287,000
Internal Service Charges	3,080	3,000	3,000
Fines, Forfeitures and Penalties			
Fines & Forfeitures	943,330	947,100	947,000
Other Fines	62,780	30,200	11,000
Sale of Assets			
Sale of Assets	2,503,900	1,529,000	1,054,000
Miscellaneous Revenue			
Other Revenue	1,030,910	1,588,000	1,532,000
Interest	300,000	650,000	520,000
Donations	8,350	20,000	10,000
Total General Fund	\$68,386,341	\$66,542,300	\$67,523,620

Special Revenue

Highway User Revenue Fund

Highway User Fees (Gas Tax)	5,207,080	5,899,000	6,076,000
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*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Highway User Revenue Fund			
Interest	20,150	100,000	80,000
Other Revenue	330	1,000	0
Social Service			
Senior Nutrition	341,260	341,000	361,000
Community Action Program	101,460	102,000	102,000
CDBG			
CDBG	590,000	700,000	1,763,670
HOME			
Home Grant	227,630	500,000	860,100
Transit Fund			
Local Transp. Assist.(Lottery)	231,470	230,000	230,000
IGAs Other Cities & Towns	187,000	0	0
Interest	8,130	0	0
Other Revenue	22,150	0	0
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	8,373,210	8,417,000	8,522,000
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	8,385,290	8,517,000	8,602,000
Regional Family Advocacy			
Regional Family Advocacy	1,081,760	1,107,000	1,220,480
R.I.C.O. All Agencies			
Co. R.I.C.O. w/Maricopa Atty	20,810	35,000	20,000
NPDES Environmental Fund			
Environmental Programs Fund	268,540	260,000	260,000
Public Arts Fund			
Public Arts Fund	53,160	0	0
Wildland Fire Deployment			
Wildland Fire Deployment Fund	0	0	251,760
Other Grants			
Non-Departmental	5,000,090	0	5,000,000
First Things First	0	0	293,110
Care 1st Resource Center	100,000	0	85,735

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Other Grants			
Fines & Forfeitures	87,390	70,000	70,000
Library Projects	12,010	5,000	7,395
NSP (Neighborhood Stabilization Progr	50,000	0	0
ACAA Utility Assistance Grant-SRP	3,670	0	0
Victims' Activities - Privately Funded	3,370	0	0
Interest	1,470	0	0
Police - Administration	3,680	0	0
Firehouse Subs Grant	26,290	0	0
Emergency Medical Services	24,000	0	0
Edward Byrne Memorial JAG	0	1,300,000	0
APS Bill Assistance Grant	15,000	0	0
ACAA Utility Assistance Grant - General	4,730	0	0
100 Club Grant	3,800	0	0
Technical Rescue Response	75,320	0	0
AZSTA SAFE RIDE, SAFE BIKE	17,160	0	0
Street Reconstruction - CDBG	1,000	0	0
Cemetery Maintenance			
Cemetery Maintenance Fund	370	1,500	0
Total Special Revenue	\$30,548,780	\$27,585,500	\$33,805,250
Debt Service			
0.5% Dedicated Sales Tax	21,930	40,000	32,000
General Obligation Bonds	8,510	35,000	30,000
Dysart Road M.D.C.	320	0	0
Hwy User's Bonds '85/91/98	250	0	0
Park Issue	30	0	0
Total Debt Service	\$31,040	\$75,000	\$62,000
Capital Projects			
Street Construction			
Development Fees	4,098,420	1,763,000	547,000
State Grants	0	0	102,000
Interest	100,780	132,000	75,000
Federal Grants	558,000	0	0
One-Time Cost Sharing	250,000	0	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Police Development			
Development Fees	606,034	122,000	146,000
Interest	2,640	4,000	5,000
Parkland			
Federal Grants	4,200,000	0	2,100,000
Development Fees	969,090	51,000	258,000
Interest	21,900	28,000	60,000
Library Development			
Development Fees	217,462	31,000	18,000
Interest	20	0	100
One Time Capital			
Interest	1,680	10,000	0
Transit			
Federal Grants	400,000	0	400,000
Interest	0	500	0
Landscaping Landfill Remediation	41,350	50,000	0
Interest	180	0	0
General Government Development			
Development Fees	362,360	64,000	0
Interest	5,490	10,000	0
Fire Dept. Development			
Development Fees	736,892	147,000	137,000
Interest	15,360	20,000	10,000
Vehicle Replacement			
Interest	149,660	200,000	100,000
Sale of Assets	100,000	150,000	62,320
Technology Replacement Fund			
Interest	3,620	7,000	6,000
Total Capital Projects	\$12,840,938	\$2,789,500	\$4,026,420
Trust & Agency			
Volunteer Fireman's Pension			
Interest	1,730	3,600	3,000
Total Trust & Agency	\$1,730	\$3,600	\$3,000

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Enterprise			
Water Fund			
Water Sales	15,370,000	15,000,000	15,000,000
Development Fees	5,478,278	769,000	821,000
Interest	312,600	640,000	652,000
Other Revenue	336,890	103,000	103,000
Sale of Assets	45,000	0	12,600
Other Fines	1,440	0	0
Meter Fees	99,390	0	0
Wastewater Fund			
Sewer Fees	9,985,200	9,700,000	9,700,000
Development Fees	7,558,512	964,000	1,118,000
Interest	128,770	245,923	257,000
Sewer Taps	55,230	0	0
Other Revenue	610	0	0
Sanitation Fund			
Refuse Collection	5,235,530	5,100,000	5,100,000
Sale of Assets	10	0	184,870
Interest	73,720	131,600	174,500
IGAs Other Cities & Towns	0	0	57,680
Other Permits	36,000	0	0
Other Revenue	4,710	0	0
Total Enterprise	\$44,721,890	\$32,653,523	\$33,180,650
Internal Service			
Printer - Copier Service			
Interest	1,640	0	0
Internal Service Charges	264,500	0	0
Risk Management			
Internal Service Charges	1,936,810	1,936,810	1,731,380
Other Revenue	13,530	0	38,800
Interest	10,030	0	10,280
Fleet Services Management			
Internal Service Charges	2,517,905	2,520,000	3,106,195
Interest	10	0	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Fleet Services Management			
Other Revenue	1,770	0	0
Worker's Compensation			
Other Revenue	0	0	659,740
Total Internal Service	\$4,746,195	\$4,456,810	\$5,546,395
Total All Funds	\$161,276,914	\$134,106,233	\$144,147,335

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	Other Financing 2020		Interfund Transfers 2020	
	Sources	<Uses>	In	Out
General Fund				
General Fund	0		0	21,661,430
Total General Fund	\$0		\$0	\$21,661,430
Special Revenue				
0.5% Dedicated Sales Tax	0		0	8,147,865
Public Arts Fund	0		50,000	
CDBG	0		0	1,060
Regional Family Advocacy	0		348,910	40,920
Transit Fund	0		1,282,160	
Home Grant	0		49,230	
Community Action Program	0		67,680	
Senior Nutrition	0		386,020	24,730
Highway User Revenue Fund	0		0	5,451,340
Environmental Programs Fund	0		0	1,060
Total Special Revenue	\$0		\$2,184,000	\$13,666,975
Debt Service				
0.5% Dedicated Sales Tax	0		5,662,540	
2019 PRO Debt Service	0		765,425	
Total Debt Service	\$0		\$6,427,965	
Capital Projects				
Street Construction	0		10,000,000	
Police Development	0		2,400,000	
Parkland	0		12,000,000	
One Time Capital	0		1,150,000	2,500,000
Vehicle Replacement	0		2,387,290	
Equipment Replacement Fund	0		927,510	
Library Development	0		350,000	280,100
Total Capital Projects	\$0		\$29,214,800	\$2,780,100
Enterprise				
Water Operations	0		0	3,497,560
Sewer Operations	0		0	1,853,840
Sewer Development	0		1,650,000	
Water Development	10,000,000		3,150,000	
Sanitation	0		0	1,136,555
Sanitation Development	0		50,000	
Water Equipment Replacement	0		497,560	
Sewer Equipment Replacement	0		353,840	
Sanitation Eqt. Replacement	0		1,086,555	
Total Enterprise	\$10,000,000		\$6,787,955	\$6,487,955

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	Other Financing 2020		Interfund Transfers 2020	
	Sources	<Uses>	In	Out
Internal Service				
Fleet Services Fund	0		0	16,030
Risk Management Fund	0		0	2,230
Total Internal Service	\$0		\$0	\$18,260
Total All Funds	\$10,000,000		\$44,614,720	\$44,614,720

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2020

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
General Fund				
City Council	271,275	(7,394)	263,881	300,910
City Administration	1,249,880	(2,962)	1,246,918	1,514,605
City Attorney	528,960	180,450	709,410	1,269,990
Information Technology	2,599,325	(100)	2,599,225	5,197,695
Community Relations	814,346	500	814,846	658,215
Non-Departmental	4,522,429	(220,478)	4,301,951	4,367,280
Finance & Budget	2,960,746	38,755	2,999,501	2,775,615
Human Resources	966,147	(21,817)	944,330	891,330
Development & Engineering Services	3,160,291	237,051	3,397,342	3,697,755
City Clerk	627,286	(100)	627,186	675,580
Police	18,039,887	(6,447)	18,033,440	18,762,017
City Court	1,140,835	-	1,140,835	1,180,150
Fire and Medical	10,399,054	(2,382)	10,396,672	10,131,005
Economic Development	5,567,874	-	5,567,874	4,233,404
Parks & Recreation Dept.	5,732,010	(111,008)	5,621,002	6,520,376
Neighborhood and Family Services	3,546,145	(84,068)	3,462,077	3,795,622
Public Works	23,750	-	23,750	22,910
Total General Fund	\$62,150,240	\$0	\$62,150,240	\$65,994,459
Special Revenue				
Information Technology	0	-	0	92,270
Community Relations	142,551	(2,647)	139,904	166,530
Non-Departmental	5,774,430	(4,165,923)	1,608,507	5,964,110
Finance & Budget	72,800	(14,262)	58,538	25,000
Development & Engineering Services	4,885,318	34,387	4,919,705	4,659,190
Police	6,222,782	457,555	6,680,337	7,715,890
City Court	427,980	-	427,980	451,310
Fire and Medical	2,163,190	-	2,163,190	2,387,860
Parks & Recreation Dept.	0	9,107	9,107	38,000
Neighborhood and Family Services	1,201,881	2,527,387	3,729,268	3,652,920
Public Works	1,871,437	254,396	2,125,833	1,898,175
Total Special Revenue	\$22,762,369	(\$900,000)	\$21,862,369	\$27,051,255
Capital Projects				
Information Technology	1,398,000	-	1,398,000	984,000
Non-Departmental	40,005,345	(8,450,895)	31,554,450	1,150,000
Development & Engineering Services	17,438,500	(473,385)	16,965,115	16,541,500
Police	4,100,000	-	4,100,000	10,416,881
Fire and Medical	1,023,000	-	1,023,000	453,327
Parks & Recreation Dept.	13,338,000	8,756,895	22,094,895	21,575,000
Neighborhood and Family Services	9,000,000	-	9,000,000	11,895,707
Public Works	3,586,090	369,320	3,955,410	2,564,005

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2020

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Capital Improvement Projects	1,325,000	(142,000)	1,183,000	1,000,000
Total Capital Projects	\$91,213,935	\$59,935	\$91,273,870	\$66,580,420
Debt Service				
Non-Departmental	0	-	0	10,237,810
Public Works	9,871,550	-	9,871,550	0
Total Debt Service	\$9,871,550	\$0	\$9,871,550	\$10,237,810
Enterprise				
Information Technology	417,880	-	417,880	923,882
Non-Departmental	1,213,570	503	1,214,073	1,157,750
Development & Engineering Services	1,600,000	(370,000)	1,230,000	77,453
Public Works	49,243,511	309,562	49,553,073	57,720,986
Capital Improvement Projects	50,000	-	50,000	300,000
Total Enterprise	\$52,524,961	(\$59,935)	\$52,465,026	\$60,180,071
Internal Service				
Information Technology	0	-	0	7,500
Non-Departmental	330,150	2,735	332,885	150
Human Resources	2,324,400	897,265	3,221,665	3,855,860
Public Works	2,599,405	-	2,599,405	2,786,725
Total Internal Service	\$5,253,955	\$900,000	\$6,153,955	\$6,650,235
Trust & Agency				
Fire and Medical	5,000	-	5,000	5,000
Total Trust & Agency	\$5,000	\$0	\$5,000	\$5,000
Total All Funds	\$243,782,010	\$0	\$243,782,010	\$236,699,250

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
City Council				
General Fund	271,275	-7,394	263,881	300,910
Total City Council	\$271,275	(\$7,394)	\$263,881	\$300,910
City Administration				
General Fund	1,249,880	-2,962	1,246,918	1,514,605
Total City Administration	\$1,249,880	(\$2,962)	\$1,246,918	\$1,514,605
City Attorney				
General Fund	528,960	180,450	709,410	1,269,990
Total City Attorney	\$528,960	\$180,450	\$709,410	\$1,269,990
Information Technology				
General Fund	2,599,325	-100	2,599,225	5,197,695
Sewer Operations	0	0	0	191,200
Water Operations	380	0	380	124,182
Public Safety Dedicated Sales Tax	0	0	0	33,990
Highway User Revenue Fund	0	0	0	27,900
Regional Family Advocacy	0	0	0	15,380
Environmental Programs Fund	0	0	0	14,000
Sanitation	0	0	0	14,000
Fleet Services Fund	0	0	0	7,500
CDBG	0	0	0	1,000
Total Information Technology	\$2,599,705	(\$100)	\$2,599,605	\$5,626,847
Community Relations				
General Fund	814,346	500	814,846	658,215
Public Arts Fund	142,551	-2,647	139,904	166,530
Total Community Relations	\$956,897	(\$2,147)	\$954,750	\$824,745
Non-Departmental				
Other Grants	5,000,000	-4,176,115	823,885	5,000,000
General Fund	4,522,429	-220,478	4,301,951	4,367,280
Sewer Operations	70	503	573	1,130,380
Public Safety Dedicated Sales Tax	499,000	0	499,000	499,000
Highway User Revenue Fund	255,690	1,780	257,470	445,370
Water Operations	1,213,280	0	1,213,280	27,150
Cemetery Maintenance Fund	15,740	0	15,740	15,740

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CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Non-Departmental				
0.5% Dedicated Sales Tax	4,000	0	4,000	4,000
Sanitation	220	0	220	220
Fleet Services Fund	150	0	150	150
Printer - Copier Service Fund	330,000	0	330,000	0
Public Arts Fund	0	2,647	2,647	0
Regional Family Advocacy	0	5,765	5,765	0
Risk Management Fund	0	2,735	2,735	0
Total Non-Departmental	\$11,840,579	(\$4,383,163)	\$7,457,416	\$11,489,290
Finance & Budget				
General Fund	2,960,746	38,755	2,999,501	2,775,615
Other Grants	72,800	-14,262	58,538	25,000
Total Finance & Budget	\$3,033,546	\$24,493	\$3,058,039	\$2,800,615
Human Resources				
Risk Management Fund	2,324,400	-2,735	2,321,665	2,194,410
Worker's Compensation Fund	0	900,000	900,000	1,661,450
General Fund	966,147	-21,817	944,330	891,330
Total Human Resources	\$3,290,547	\$875,448	\$4,165,995	\$4,747,190
Development & Engineering Services				
General Fund	3,160,291	237,051	3,397,342	3,697,755
Highway User Revenue Fund	3,199,668	-1,060	3,198,608	2,933,960
Transit Fund	1,393,050	0	1,393,050	1,475,320
Environmental Programs Fund	292,600	0	292,600	249,910
Other Grants	0	35,447	35,447	0
Total Development & Engineering Services	\$8,045,609	\$271,438	\$8,317,047	\$8,356,945
City Clerk				
General Fund	627,286	-100	627,186	675,580
Total City Clerk	\$627,286	(\$100)	\$627,186	\$675,580
Police				
General Fund	18,039,887	-6,447	18,033,440	18,762,017
Public Safety Dedicated Sales Tax	4,822,522	0	4,822,522	6,224,530
Regional Family Advocacy	1,400,260	306,558	1,706,818	1,491,360
Other Grants	0	117,302	117,302	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Police				
Co. R.I.C.O. w/Maricopa Atty	0	33,695	33,695	0
Total Police	\$24,262,669	\$451,108	\$24,713,777	\$26,477,907
City Court				
General Fund	1,140,835	0	1,140,835	1,180,150
Public Safety Dedicated Sales Tax	273,740	0	273,740	294,380
Court Payments	154,240	0	154,240	156,930
Total City Court	\$1,568,815	\$0	\$1,568,815	\$1,631,460
Fire and Medical				
General Fund	10,399,054	-2,382	10,396,672	10,131,005
Public Safety Dedicated Sales Tax	2,014,800	0	2,014,800	1,980,410
Wildland Fire Deployment Fund	0	0	0	251,760
Other Grants	148,390	0	148,390	155,690
Volunteer Fire Fighter's Pension	5,000	0	5,000	5,000
Total Fire and Medical	\$12,567,244	(\$2,382)	\$12,564,862	\$12,523,865
Economic Development				
General Fund	5,567,874	0	5,567,874	4,233,404
Total Economic Development	\$5,567,874	\$0	\$5,567,874	\$4,233,404
Parks & Recreation Dept.				
General Fund	5,732,010	-111,008	5,621,002	6,520,376
Transit Fund	0	0	0	38,000
Other Grants	0	9,107	9,107	0
Total Parks & Recreation Dept.	\$5,732,010	(\$101,901)	\$5,630,109	\$6,558,376
Neighborhood and Family Services				
General Fund	3,546,145	-84,068	3,462,077	3,795,622
CDBG	308,670	776,865	1,085,535	1,346,310
Home Grant	134,217	961,298	1,095,515	951,490
Senior Nutrition	621,924	32,345	654,269	660,530
Other Grants	430	671,481	671,911	512,755
Community Action Program	136,640	30,803	167,443	133,240
Library Projects	0	54,595	54,595	48,595
Total Neighborhood and Family Services	\$4,748,026	\$2,443,319	\$7,191,345	\$7,448,542

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Public Works				
Water Development	12,595,000	0	12,595,000	19,020,494
Water Operations	12,382,045	-59,935	12,322,110	12,179,254
Sewer Development	10,215,000	0	10,215,000	11,295,983
Sewer Operations	8,551,908	-503	8,551,405	7,228,161
Sanitation	5,044,158	0	5,044,158	5,410,182
Fleet Services Fund	2,599,405	0	2,599,405	2,786,725
Sanitation Eqt. Replacement	776,000	0	776,000	1,905,665
Highway User Revenue Fund	1,871,437	-720	1,870,717	1,898,175
Water Equipment Replacement	724,900	0	724,900	882,100
Sewer Equipment Replacement	472,000	0	472,000	429,100
Sanitation Development	550,000	0	550,000	342,000
General Fund	23,750	0	23,750	22,910
Other Grants	0	255,116	255,116	0
Total Public Works	\$55,805,603	\$193,958	\$55,999,561	\$63,400,749
Debt Service				
0.5% Dedicated Sales Tax	5,538,340	0	5,538,340	5,232,450
General Obligation Bonds	4,062,940	0	4,062,940	3,968,985
2019 PRO Debt Service	0	0	0	765,425
Dysart Road M.D.C.	267,770	0	267,770	270,950
Hwy User's Bonds '85/91/98	2,500	0	2,500	0
Total Debt Service	\$9,871,550	\$0	\$9,871,550	\$10,237,810
Capital Projects				
Parkland	16,427,000	8,450,895	24,877,895	23,850,000
Street Construction	13,806,500	59,935	13,866,435	14,539,500
One Time Capital	10,568,000	0	10,568,000	12,970,707
Police Development	3,900,000	0	3,900,000	10,416,881
Vehicle Replacement	3,591,435	0	3,591,435	2,564,005
Equipment Replacement Fund	1,398,000	0	1,398,000	1,004,850
Fire Development	1,248,000	0	1,248,000	759,477
Transit	275,000	0	275,000	475,000
Improvement Districts	40,000,000	-8,450,895	31,549,105	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Capital Projects				
Total Capital Projects	\$91,213,935	\$59,935	\$91,273,870	\$66,580,420
Total All Funds	\$243,782,010	\$0	\$243,782,010	\$236,699,250

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-Time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
General Fund	392.45	31,178,155	5,861,560	3,478,790	2,599,940	43,118,445
Total	392.45	\$31,178,155	\$5,861,560	\$3,478,790	\$2,599,940	\$43,118,445
Special Revenue						
Highway User Revenue Fund	20.30	1,407,830	170,710	188,400	164,910	1,931,850
Senior Nutrition	8.50	342,310	33,680	55,760	30,725	462,475
Community Action Program	2.00	80,740	9,780	18,570	6,660	115,750
Other Grants	5.00	272,850	32,275	45,120	22,460	372,705
Transit Fund		1,200	-	-	-	1,200
Court Payments	0.80	41,590	5,050	7,420	3,820	57,880
Regional Family Advocacy	7.00	512,160	61,820	65,920	41,050	680,950
Public Safety Dedicated Sales Tax	63.00	4,857,770	1,329,120	587,010	446,280	7,220,180
CDBG	2.00	155,820	18,540	18,130	13,660	206,150
Environmental Programs Fund	1.00	98,470	11,930	9,280	8,110	127,790
Wildland Fire Deployment Fund		153,000	42,560	9,500	2,500	207,560
Total Special Revenue	109.60	\$7,923,740	\$1,715,465	\$1,005,110	\$740,175	\$11,384,490
Enterprise						
Water Operations	33.30	2,394,378	290,700	309,100	232,660	3,226,838
Sewer Operations	22.30	1,545,250	187,190	207,040	151,890	2,091,370
Sanitation	21.50	1,311,000	158,640	199,950	149,920	1,819,510
Total Enterprise	77.10	\$5,250,628	\$636,530	\$716,090	\$534,470	\$7,137,718
Internal Service						
Risk Management Fund	0.80	79,070	9,560	7,430	6,620	102,680
Fleet Services Fund	7.60	537,300	65,130	70,580	52,450	725,460
Worker's Compensation Fund	1.20	103,540	12,550	11,130	8,660	135,880
Total Internal Service	9.60	\$719,910	\$87,240	\$89,140	\$67,730	\$964,020
Total All Funds	588.75	\$45,072,433	\$8,300,795	\$5,289,130	\$3,942,315	\$62,604,673

TRUTH IN TAXATION HEARING NOTIFICATION OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY OF AVONDALE IS NOTIFYING ITS PROPERTY TAXPAYERS OF AVONDALE'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. AVONDALE IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$59,905 OR 2.00%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE AVONDALE'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$70.03. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$68.65.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD JUNE 3, 2019 AT 7:00 P.M. AT CITY COUNCIL CHAMBERS, 11465 W. CIVIC CENTER DRIVE.

Summary Table of Proposed Changes to Rates and Fees FY 2020
Posted in accordance with A.R.S. §9-499.15

Rate or Fee for Service/Class/Etc.	Unit of Measure	Current Rate	Proposed Rate	Change	Notes	Narrative
City Clerk						
Proposed adjustments for City Clerk						
Recording General Documents, Government Agencies	Per Recording	\$7.00	\$15.00	\$8.00	Revised Fee	Fee is increasing to a flat rate of \$15.00 pursuant to state statute. ARS 11-475
Recording General Documents, Government Agencies For Each Page Over 5	Per Page	\$0.50	0	n/a	Delete Fee	Fee is increasing to a flat rate of \$15.00 pursuant to state statute. ARS 11-475 ARS 19-124 provides the elections filing officer authority to charge a fee to help offset the costs for purchasing paper and the printing of arguments within the publicity pamphlet.
Ballot Argument (Pro/Con Statement)	Per Argument	\$0.00	50.00	50.00	New Fee	
Financial Disclosure Report Late Filing Fee	Per Day	\$0.00	50.00	50.00	New Fee	Fee is set pursuant to Arizona state statute. ARS 38-544
Campaign Finance Report late Filing Fee (1-15 days)	Per Day	\$0.00	10.00	10.00	New Fee	Fee is set pursuant to Arizona state statute. ARS 16-937
Campaign Finance Report late Filing Fee (after 15 days)	Per Day	\$0.00	25.00	25.00	New Fee	Fee is set pursuant to Arizona state statute. ARS 16-937
Overnight Delivery (Subject to change as directed by U.S.D. of S.)	Per Application	\$15.89	\$16.48	\$0.59	Revised Fee	Fee is increasing pursuant to the U.S. Department of State.
Police						
Proposed adjustments for Police						
Archived Report	Per Report	0	\$20.00	\$20.00	New Fee	Fee was mistakenly deleted and now the City is proposing adding it back on the schedule.
Alarm Registration	Each	0	\$25.00	\$25.00	New Fee	Fee is collected by CryWolf.
Redacted Body Camera Video on CD	Per Item	\$35.00	\$35.00	n/a	Change Description	N/A
Fingerprint Fees - First 2 Cards	Per Set	\$15.00	\$15.00	n/a	Change Description	N/A
Fingerprint Fees - Third or Additional Cards	Per Card	\$5.00	\$5.00	n/a	Change Description	N/A
Redacted Photos on CD	Per Item	\$35.00	\$35.00	n/a	Change Description	N/A
Fire						
Proposed adjustments for Fire						
Expedited Operational Permit (Application submitted within 21 days of the event)	N/A	\$100-1000	\$200-2000	\$100-1000	New Fee	No current expedited fee charge. Allow for recovery of additional staff time expense
Fire Hydrants - Permit Review	Each	0	\$50.00	\$50.00	New Fee	Allows for recovery of staff time expense
Mainline/Lateral/Fire Hydrant Valve - Permit Review	Each	0	\$40.00	\$40.00	New Fee	Allows for recovery of staff time expense
Tapping Sleeve - Permit Review	Each	0	\$150.00	\$150.00	New Fee	Allows for recovery of staff time expense
Utility Adjustment - Permit Review	Each	0	\$25.00	\$25.00	New Fee	Allows for recovery of staff time expense
Water Main (1-299 LF) - Permit Review	Linear Foot	0	\$4.00	\$4.00	New Fee	Allows for recovery of staff time expense
Water Main (300-1,000 LF) - Permit Review	Linear Foot	0	\$2.00	\$2.00	New Fee	Allows for recovery of staff time expense
Water Main (Greater than 1,000 LF) - Permit Review	Linear Foot	0	\$1.45	\$1.45	New Fee	Allows for recovery of staff time expense
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	Per Permit	\$100.00	\$200.00	\$100	Revised Fee	Permit type generally requires 2 to 3 inspections. Allows for recovery of staff time expense.
Private Fire Protection Water Supply - New Installation	Per Permit	\$200.00	\$0.00	(\$200)	Delete Fee	Deletion of fee allows transition to an Engineering-type format.
Private Fire Protection Water Supply - Modification (includes Private Underground Line)	Per Permit	\$100.00	\$0.00	(\$100)	Delete Fee	Deletion of fee allows transition to an Engineering-type format.
Parks						
Proposed adjustments for Parks						
Field Preparation Fee - Initial	Per Each Custom Field	\$25.00	\$50-\$150	\$25-\$125	Revised Fee	Allows for recovery of materials and staff time expenses
Field Preparation Fee - Additional	Per Each Custom Field	\$25-\$75	\$25-\$50	(\$25)	Revised Fee	Allows for recovery of materials and staff time expenses
Pitching Mound Rental	Per Field	\$25-\$75	\$25-\$75	n/a	Change Unit	Change from rental to field
Temporary Fencing	Per Field	\$30-\$100	\$50-\$100	\$20	Revised Fee	Allows for recovery of materials and staff time expenses
Bounce House Fee	Per Rental	0	\$10-\$20	\$10-\$20	New Fee	Allows for recovery of administrative cost
Special Event Application Fee	Per Event	0	\$25-\$30	\$25-\$30	New Fee	Allows for recovery of staff time expense
Field Allocation Application Fee	Per Field	0	\$100-\$200	\$100-\$200	New Fee	Allows for recovery of administrative cost
Tournaments - Tournament Deposit	Deposit	\$75-\$500	\$75-\$700	\$200	Revised Fee	Allows for fee based on size of tournament
Adult (Non-Senior) Activities/Classes - Non-Resident	Per Activity/Class	\$0-\$175	\$0-\$175	n/a	Change Unit	N/A
Youth Activities / Classes - Non-Resident	Per Activity/Class	\$0-\$175	\$0-\$175	n/a	Change Unit	N/A

Facility Rental - Non Resident	Per Hour	\$30-\$60	\$25-\$60	(\$5)	Revised Fee	Reduction in non-residential rate to match current charges
Park Vendor Permit Application Fee - Non-Resident	Per Event	0	\$30-\$60	\$30-\$60	New Fee	Allows for recovery of administrative cost
Park Vendor Permit Application Fee - Resident	Per Event	0	\$25-\$50	\$25-\$50	New Fee	Allows for recovery of administrative cost
Library						
Proposed adjustments for Library						
Library Card Replacement	Per Card	\$2-\$5	\$1-\$5	(\$1)	Revised Fee	Allows for a reduced rate to students
Planning / Permitting						
Proposed adjustments for Planning/Permitting						
Planner Pre-Application Meeting	Each	\$150	0	(\$150)	Delete Fee	Fee is rarely charged by staff and is no longer necessary within the fee schedule.
Development Agreement	Each	\$1,500	\$2,500	\$1,000	Revised Fee	Allows for recovery of administrative cost
Zoning Interpretation Letter	Each	\$180	\$200	\$20	Revised Fee	Allows for recovery of administrative cost
Zoning Verification Letter	Each	\$130	\$150	\$20	Revised Fee	Allows for recovery of administrative cost
Building						
Proposed adjustments for Building						
Swimming Pools/Spas - Spa or Hot Tub	Each	\$50	0	(\$50)	Delete Fee	Duplicated fees in the table
Temporary Sales Trailers - Building Permit	Each	\$205	0	(\$205)	Delete Fee	Duplicated fees in the table
Temporary Trailers - Generator	Each	\$40	0	(\$40)	Delete Fee	Duplicated fees in the table
Electrical Permit Fee - Temporary Power Pole and Service	Per Permit	\$40	0	(\$40)	Delete Fee	Duplicated fees in the table
HVAC/Heating, Venting and Air Conditioning - Other Than Residential Single Family (Per Unit with Duct Work) Each	Per Unit	\$80	0	(\$80)	Delete Fee	Duplicated fees in the table
HVAC/Heating, Venting and Air Conditioning - Other Than Residential Single Family (Per Unit without Duct Work) Each	Per Unit	\$50	0	(\$50)	Delete Fee	Duplicated fees in the table
HVAC/Heating, Venting and Air Conditioning - Residential, Single Family, Multifamily, Hotel, Motel	Per Unit or Room	\$40	0	(\$40)	Delete Fee	Duplicated fees in the table
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors	Per Unit	\$25	0	(\$25)	Delete Fee	Duplicated fees in the table
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Private Sewage Disposal System	Per Unit	\$75	0	(\$75)	Delete Fee	Duplicated fees in the table
Annual Renewal of Standard Home Plans	Each	\$100	0	(\$100)	Delete Fee	Duplicated fees in the table
Annual Renewal of Standard Pool Plans	Each	\$50	0	(\$50)	Delete Fee	Duplicated fees in the table
Temporary Sales Trailers - Plan Review	Each	\$100	0	(\$100)	Delete Fee	Duplicated fees in the table
Appliance/Piece of Equipment Regulated by the Plumbing Code, Not Classed in Any Other Category	Each	\$40	0	(\$40)	Delete Fee	Duplicated fees in the table
Industrial Waster Pretreatment Interceptor/Trap (Except Kitchen-Type Grease Interceptor Functioning as a Fixture Trap	Each	\$20	0	(\$20)	Delete Fee	Duplicated fees in the table
Rainwater Systems (Inside Building)	Per Drain	\$10	0	(\$10)	Delete Fee	Duplicated fees in the table
Certified Green Business Review - Expedited - No Cost	Each	\$0	0	\$0	New Fee	Green Business Program Incentive
General						
Proposed adjustments for General						
Annexation	Deposit	\$4,000	\$6,000	\$2,000	Revised Fee	Allows for recovery of administrative cost



CITY COUNCIL REPORT

SUBJECT: Resolution 3557-619 - Setting forth the Final Budget, Fee Schedule, and Financial Policies for Fiscal Year 2019-2020

MEETING DATE: 6/3/2019

TO: Mayor and Council

FROM: Lindsey Duncan, Finance & Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Resolution 3557-619 approving the annual fee schedule, financial policies and final budget for fiscal year 2019-2020 (FY2020) in the amount of \$236,699,250. The Council will take appropriate action.

BACKGROUND:

The tentative fiscal year 2019-2020 budget was adopted on May 6, 2019 and was published in the May 16th and May 24th editions of the Southwest Valley edition of the Arizona Republic. As required by §42-17103, the tentative budget was posted within seven days of adoption in a prominent location on the City's website.

A public hearing was held on June 3rd, 2019 as required by A.R.S. §42-17104. As required by A.R.S. §42-17105, a special meeting must be convened for adoption of the final budget.

Included in the final adoption of the budget is an update to the City's fee schedule and the financial policies of the City. The updated fee schedule was posted to the City website 60 days before adoption, as required by A.R.S. §9-499.15.

DISCUSSION:

The final budget for FY2020 of \$236,699,250 has not changed in total from the tentative budget adopted on May 6, 2019. Between the tentative and final budget, there are some minor shifts of department expenditure budgets, as the City's software and hardware costs have been centralized in the Information Technology Department's budget. Additionally, three overhire police positions that were previously not accounted for as FTEs in the tentative budget are included as FTEs in the final budget. None of these changes increased the overall expenditure budget from the tentative budget.

The final adopted budget for FY2020 will be posted on the City's website within seven business days as required by A.R.S. §42-17103.

Included with the final budget is an update to the City's fee schedule and an update to the financial policies of the City.

BUDGET IMPACT:

This will establish the formal expenditure limit and annual budget for FY2020. The revised fee schedule is projected to increase Development and Engineering Services revenues by \$6,000-\$8,000 annually and Parks and Recreation Department revenues by \$3,500-\$5,000 annually.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt a resolution setting forth the final budget, fee schedule, and financial policies for FY2020.

RESOLUTION NO. 3557-619

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, SETTING FORTH THE FINAL BUDGET, FEE SCHEDULE FOR VARIOUS CITY SERVICES AND FINANCIAL POLICIES FOR FISCAL YEAR 2019-2020.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona and the City Charter, the Council of the City of Avondale (the “City Council”) is required to adopt an annual budget for the City of Avondale (the “City”); and

WHEREAS, the City Council desires to adopt the fee schedule for various City services for Fiscal Year 2019-2020 and the Financial Policies for Fiscal Year 2019-2020; and

WHEREAS, in accordance with ARIZ. REV. STAT. § 42-17102, the City Manager prepared and filed with the City Council the City Manager’s Budget estimates for the fiscal year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, on May 6, 2019, the City Council approved Resolution 3552-519, adopting (i) an expenditure limitation and (ii) the estimates of expenditures for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as the tentative budget for the City; and

WHEREAS, Resolution 3552-519 also directed the City Manager or designee to: (i) publish in the official City newspaper once per week for two consecutive weeks, (a) the official tentative budget and (b) a notice of the public hearing of the City Council to hear taxpayers and make tax levies at designated times and places; and (ii) not later than seven business days following consideration of Resolution 3552-519 by the City Council, (a) make available at the Avondale Civic Center Library, the Sam Garcia Western Avenue Library and the Avondale City Hall a complete copy of the tentative budget, and (b) post the tentative budget on the City’s website; and

WHEREAS, due notice has been given by the City Clerk as required by law that the City Council would meet on June 3, 2019, at the City Council Chambers for the purposes of (i) hearing taxpayers on the proposed expenditures and proposed tax levies as set forth in said estimates and (ii) adopting the tentative budget as final; and

WHEREAS, due notice has been given by the City Clerk as required by law, that any new or changed City fees would be considered by the City Council on this date; and

WHEREAS, on June 3, 2019, the City Council held a public hearing on the final budget and proposed tax levy as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The statements and schedules hereto as Exhibit A and incorporated herein by reference, is hereby formally adopted as the official final budget for the City for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

SECTION 3. The fee schedule for the City, beginning July 1, 2019, is hereby adopted in the form attached hereto as Exhibit B and incorporated herein by reference.

SECTION 4. The statements and schedules hereto as Exhibit C and incorporated herein by reference, is hereby formally adopted as the official financial policies for the City.

SECTION 5. Upon the recommendation by the City Manager and with approval of the City Council, expenditures may be made from the appropriation for the non-departmental contingencies.

SECTION 6. Money from any fund may be used for any of these appropriations except money specifically restricted by State Law, City Ordinances, City Council action or City Charter.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the statements and schedules or fee schedule incorporated herein by reference are for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, June 3, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3557-619

[Statements and Schedules]

See following pages.

CITY OF AVONDALE

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year		S c h	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Trust & Agency Fund	Enterprise Funds Available	Internal Service Funds	Total All funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	62,150,240	22,762,369	9,871,550	91,213,935	5,000	52,524,961	5,253,955	243,782,010
2019	Actual Expenditures/Expenses**	E	62,150,240	21,862,369	9,871,550	91,273,870	5,000	52,465,026	6,153,955	243,782,010
2020	Fund Balance/Net Position at July 1***		46,806,400	26,719,200	5,574,800	47,583,370	223,800	94,793,300	4,211,500	225,912,370
2020	Primary Property Tax Levy	B	3,039,967							3,039,967
2020	Secondary Property Tax Levy	B			4,141,443					4,141,443
2020	Estimated Revenues Other than Property Taxes	C	67,523,620	33,805,250	62,000	4,026,420	3,000	33,180,650	5,546,395	144,147,335
2020	Other Financing Sources	D				0		10,000,000		10,000,000
2020	Other Financing (Uses)	D								0
2020	Interfund Transfers In	D	0	2,184,000	6,427,965	29,214,800		6,787,955	0	44,614,720
2020	Interfund Transfers (Out)	D	21,661,430	13,666,975	0	2,780,100		6,487,955	18,260	44,614,720
2020	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									
	Future Capital Projects									
	Maintained Fund Balances for Financial Stability									
2020	Total Financial Resources Available		95,708,557	49,041,475	16,206,208	78,044,490	226,800	138,273,950	9,739,635	387,241,115
2020	Budgeted Expenditures/Expenses	E	65,994,459	27,051,255	10,237,810	66,580,420	5,000	60,180,071	6,650,235	236,699,250

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditures limitation

2019	2020
\$ 243,782,010	\$ 236,699,250
243,782,010	236,699,250
\$ 243,782,010	\$ 236,699,250
\$ 243,782,010	\$ 236,699,250

*Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

**Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Avondale
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2020

	2018-19 Fiscal Year	2019-20 Fiscal Year
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 2,914,679	\$ 3,039,967
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary Property Taxes	2,914,679	3,039,967
B. Secondary Property Taxes	4,102,600	4,141,443
C. Total property tax levy amounts	\$ 7,017,279	\$ 7,181,410
4. Property taxes collected*		
A. Primary property taxes		
(1) 2018-19 year's levy	2,914,679	
(2) Prior Years' Levies	0	
(3) Total primary property taxes	\$ 2,914,679	
B. Secondary property taxes		
(1) 2018-19 year's levy	4,102,600	
(2) Prior Years' Levies	0	
(3) Total secondary property taxes	\$ 4,102,600	
C. Total property taxes collected	\$ 7,017,279	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.7318	0.7003
(2) Secondary property tax rate	1.03	0.954
(3) Total city/town tax rate	1.7618	1.6543
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 0 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
General Fund			
Taxes			
Local Sales Taxes	34,985,307	34,971,000	35,408,000
Franchise Taxes	490,410	509,000	500,000
In-Lieu Taxes	54,050	47,000	0
Audit Assessments	206,230	0	0
Intergovernmental Revenues			
State Urban Revenue Sharing	10,174,543	10,175,000	11,121,000
City's Share of St. Sales Tax	8,225,864	8,469,000	8,830,000
Auto Lieu Tax	3,662,612	3,753,000	3,900,000
IGAs Other Cities & Towns	85,830	50,000	75,620
Licenses and Permits			
Building & Develop Permits	2,378,500	1,478,000	1,436,000
Franchise Taxes	773,235	773,000	773,000
Licenses	307,920	287,000	287,000
Other Permits	72,520	38,000	38,000
Development Charges for Service	16,460	5,000	5,000
Charges for Services			
Development Charges for Service	972,240	449,000	449,000
Other Charges for Service	758,940	484,000	337,000
Recreation Charges for Service	369,330	287,000	287,000
Internal Service Charges	3,080	3,000	3,000
Fines, Forfeitures and Penalties			
Fines & Forfeitures	943,330	947,100	947,000
Other Fines	62,780	30,200	11,000
Sale of Assets			
Sale of Assets	2,503,900	1,529,000	1,054,000
Miscellaneous Revenue			
Other Revenue	1,030,910	1,588,000	1,532,000
Interest	300,000	650,000	520,000
Donations	8,350	20,000	10,000
Total General Fund	\$68,386,341	\$66,542,300	\$67,523,620

Special Revenue

Highway User Revenue Fund

Highway User Fees (Gas Tax)	5,207,080	5,899,000	6,076,000
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*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Highway User Revenue Fund			
Interest	20,150	100,000	80,000
Other Revenue	330	1,000	0
Social Service			
Senior Nutrition	341,260	341,000	361,000
Community Action Program	101,460	102,000	102,000
CDBG			
CDBG	590,000	700,000	1,763,670
HOME			
Home Grant	227,630	500,000	860,100
Transit Fund			
Local Transp. Assist.(Lottery)	231,470	230,000	230,000
IGAs Other Cities & Towns	187,000	0	0
Interest	8,130	0	0
Other Revenue	22,150	0	0
0.5% Dedicated Sales Tax			
0.5% Dedicated Sales Tax	8,373,210	8,417,000	8,522,000
Public Safety Dedicated Sales Tax			
Public Safety Dedicated Sales Tax	8,385,290	8,517,000	8,602,000
Regional Family Advocacy			
Regional Family Advocacy	1,081,760	1,107,000	1,220,480
R.I.C.O. All Agencies			
Co. R.I.C.O. w/Maricopa Atty	20,810	35,000	20,000
NPDES Environmental Fund			
Environmental Programs Fund	268,540	260,000	260,000
Public Arts Fund			
Public Arts Fund	53,160	0	0
Wildland Fire Deployment			
Wildland Fire Deployment Fund	0	0	251,760
Other Grants			
Non-Departmental	5,000,090	0	5,000,000
First Things First	0	0	293,110
Care 1st Resource Center	100,000	0	85,735

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Other Grants			
Fines & Forfeitures	87,390	70,000	70,000
Library Projects	12,010	5,000	7,395
NSP (Neighborhood Stabilization Progr	50,000	0	0
ACAA Utility Assistance Grant-SRP	3,670	0	0
Victims' Activities - Privately Funded	3,370	0	0
Interest	1,470	0	0
Police - Administration	3,680	0	0
Firehouse Subs Grant	26,290	0	0
Emergency Medical Services	24,000	0	0
Edward Byrne Memorial JAG	0	1,300,000	0
APS Bill Assistance Grant	15,000	0	0
ACAA Utility Assistance Grant - General	4,730	0	0
100 Club Grant	3,800	0	0
Technical Rescue Response	75,320	0	0
AZSTA SAFE RIDE, SAFE BIKE	17,160	0	0
Street Reconstruction - CDBG	1,000	0	0
Cemetery Maintenance			
Cemetery Maintenance Fund	370	1,500	0
Total Special Revenue	\$30,548,780	\$27,585,500	\$33,805,250
Debt Service			
0.5% Dedicated Sales Tax	21,930	40,000	32,000
General Obligation Bonds	8,510	35,000	30,000
Dysart Road M.D.C.	320	0	0
Hwy User's Bonds '85/91/98	250	0	0
Park Issue	30	0	0
Total Debt Service	\$31,040	\$75,000	\$62,000
Capital Projects			
Street Construction			
Development Fees	4,098,420	1,763,000	547,000
State Grants	0	0	102,000
Interest	100,780	132,000	75,000
Federal Grants	558,000	0	0
One-Time Cost Sharing	250,000	0	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Police Development			
Development Fees	606,034	122,000	146,000
Interest	2,640	4,000	5,000
Parkland			
Federal Grants	4,200,000	0	2,100,000
Development Fees	969,090	51,000	258,000
Interest	21,900	28,000	60,000
Library Development			
Development Fees	217,462	31,000	18,000
Interest	20	0	100
One Time Capital			
Interest	1,680	10,000	0
Transit			
Federal Grants	400,000	0	400,000
Interest	0	500	0
Landscaping Landfill Remediation	41,350	50,000	0
Interest	180	0	0
General Government Development			
Development Fees	362,360	64,000	0
Interest	5,490	10,000	0
Fire Dept. Development			
Development Fees	736,892	147,000	137,000
Interest	15,360	20,000	10,000
Vehicle Replacement			
Interest	149,660	200,000	100,000
Sale of Assets	100,000	150,000	62,320
Technology Replacement Fund			
Interest	3,620	7,000	6,000
Total Capital Projects	\$12,840,938	\$2,789,500	\$4,026,420
Trust & Agency			
Volunteer Fireman's Pension			
Interest	1,730	3,600	3,000
Total Trust & Agency	\$1,730	\$3,600	\$3,000

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Enterprise			
Water Fund			
Water Sales	15,370,000	15,000,000	15,000,000
Development Fees	5,478,278	769,000	821,000
Interest	312,600	640,000	652,000
Other Revenue	336,890	103,000	103,000
Sale of Assets	45,000	0	12,600
Other Fines	1,440	0	0
Meter Fees	99,390	0	0
Wastewater Fund			
Sewer Fees	9,985,200	9,700,000	9,700,000
Development Fees	7,558,512	964,000	1,118,000
Interest	128,770	245,923	257,000
Sewer Taps	55,230	0	0
Other Revenue	610	0	0
Sanitation Fund			
Refuse Collection	5,235,530	5,100,000	5,100,000
Sale of Assets	10	0	184,870
Interest	73,720	131,600	174,500
IGAs Other Cities & Towns	0	0	57,680
Other Permits	36,000	0	0
Other Revenue	4,710	0	0
Total Enterprise	\$44,721,890	\$32,653,523	\$33,180,650
Internal Service			
Printer - Copier Service			
Interest	1,640	0	0
Internal Service Charges	264,500	0	0
Risk Management			
Internal Service Charges	1,936,810	1,936,810	1,731,380
Other Revenue	13,530	0	38,800
Interest	10,030	0	10,280
Fleet Services Management			
Internal Service Charges	2,517,905	2,520,000	3,106,195
Interest	10	0	0

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2019-20

SOURCE OF REVENUES	Estimated Revenues 2019	Actual Revenues* 2019	Estimated Revenues 2020
Fleet Services Management			
Other Revenue	1,770	0	0
Worker's Compensation			
Other Revenue	0	0	659,740
Total Internal Service	\$4,746,195	\$4,456,810	\$5,546,395
Total All Funds	\$161,276,914	\$134,106,233	\$144,147,335

*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	Other Financing 2020		Interfund Transfers 2020	
	Sources	<Uses>	In	Out
General Fund				
General Fund	0		0	21,661,430
Total General Fund	\$0		\$0	\$21,661,430
Special Revenue				
0.5% Dedicated Sales Tax	0		0	8,147,865
Public Arts Fund	0		50,000	
CDBG	0		0	1,060
Regional Family Advocacy	0		348,910	40,920
Transit Fund	0		1,282,160	
Home Grant	0		49,230	
Community Action Program	0		67,680	
Senior Nutrition	0		386,020	24,730
Highway User Revenue Fund	0		0	5,451,340
Environmental Programs Fund	0		0	1,060
Total Special Revenue	\$0		\$2,184,000	\$13,666,975
Debt Service				
0.5% Dedicated Sales Tax	0		5,662,540	
2019 PRO Debt Service	0		765,425	
Total Debt Service	\$0		\$6,427,965	
Capital Projects				
Street Construction	0		10,000,000	
Police Development	0		2,400,000	
Parkland	0		12,000,000	
One Time Capital	0		1,150,000	2,500,000
Vehicle Replacement	0		2,387,290	
Equipment Replacement Fund	0		927,510	
Library Development	0		350,000	280,100
Total Capital Projects	\$0		\$29,214,800	\$2,780,100
Enterprise				
Water Operations	0		0	3,497,560
Sewer Operations	0		0	1,853,840
Sewer Development	0		1,650,000	
Water Development	10,000,000		3,150,000	
Sanitation	0		0	1,136,555
Sanitation Development	0		50,000	
Water Equipment Replacement	0		497,560	
Sewer Equipment Replacement	0		353,840	
Sanitation Eqt. Replacement	0		1,086,555	
Total Enterprise	\$10,000,000		\$6,787,955	\$6,487,955

CITY OF AVONDALE
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	Other Financing 2020		Interfund Transfers 2020	
	Sources	<Uses>	In	Out
Internal Service				
Fleet Services Fund	0		0	16,030
Risk Management Fund	0		0	2,230
Total Internal Service	\$0		\$0	\$18,260
Total All Funds	\$10,000,000		\$44,614,720	\$44,614,720

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2020

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
General Fund				
City Council	271,275	(7,394)	263,881	300,910
City Administration	1,249,880	(2,962)	1,246,918	1,514,605
City Attorney	528,960	180,450	709,410	1,269,990
Information Technology	2,599,325	(100)	2,599,225	5,197,695
Community Relations	814,346	500	814,846	658,215
Non-Departmental	4,522,429	(220,478)	4,301,951	4,367,280
Finance & Budget	2,960,746	38,755	2,999,501	2,775,615
Human Resources	966,147	(21,817)	944,330	891,330
Development & Engineering Services	3,160,291	237,051	3,397,342	3,697,755
City Clerk	627,286	(100)	627,186	675,580
Police	18,039,887	(6,447)	18,033,440	18,762,017
City Court	1,140,835	-	1,140,835	1,180,150
Fire and Medical	10,399,054	(2,382)	10,396,672	10,131,005
Economic Development	5,567,874	-	5,567,874	4,233,404
Parks & Recreation Dept.	5,732,010	(111,008)	5,621,002	6,520,376
Neighborhood and Family Services	3,546,145	(84,068)	3,462,077	3,795,622
Public Works	23,750	-	23,750	22,910
Total General Fund	\$62,150,240	\$0	\$62,150,240	\$65,994,459
Special Revenue				
Information Technology	0	-	0	92,270
Community Relations	142,551	(2,647)	139,904	166,530
Non-Departmental	5,774,430	(4,165,923)	1,608,507	5,964,110
Finance & Budget	72,800	(14,262)	58,538	25,000
Development & Engineering Services	4,885,318	34,387	4,919,705	4,659,190
Police	6,222,782	457,555	6,680,337	7,715,890
City Court	427,980	-	427,980	451,310
Fire and Medical	2,163,190	-	2,163,190	2,387,860
Parks & Recreation Dept.	0	9,107	9,107	38,000
Neighborhood and Family Services	1,201,881	2,527,387	3,729,268	3,652,920
Public Works	1,871,437	254,396	2,125,833	1,898,175
Total Special Revenue	\$22,762,369	(\$900,000)	\$21,862,369	\$27,051,255
Capital Projects				
Information Technology	1,398,000	-	1,398,000	984,000
Non-Departmental	40,005,345	(8,450,895)	31,554,450	1,150,000
Development & Engineering Services	17,438,500	(473,385)	16,965,115	16,541,500
Police	4,100,000	-	4,100,000	10,416,881
Fire and Medical	1,023,000	-	1,023,000	453,327
Parks & Recreation Dept.	13,338,000	8,756,895	22,094,895	21,575,000
Neighborhood and Family Services	9,000,000	-	9,000,000	11,895,707
Public Works	3,586,090	369,320	3,955,410	2,564,005

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2020

FUND/DEPARTMENT	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Capital Improvement Projects	1,325,000	(142,000)	1,183,000	1,000,000
Total Capital Projects	\$91,213,935	\$59,935	\$91,273,870	\$66,580,420
Debt Service				
Non-Departmental	0	-	0	10,237,810
Public Works	9,871,550	-	9,871,550	0
Total Debt Service	\$9,871,550	\$0	\$9,871,550	\$10,237,810
Enterprise				
Information Technology	417,880	-	417,880	923,882
Non-Departmental	1,213,570	503	1,214,073	1,157,750
Development & Engineering Services	1,600,000	(370,000)	1,230,000	77,453
Public Works	49,243,511	309,562	49,553,073	57,720,986
Capital Improvement Projects	50,000	-	50,000	300,000
Total Enterprise	\$52,524,961	(\$59,935)	\$52,465,026	\$60,180,071
Internal Service				
Information Technology	0	-	0	7,500
Non-Departmental	330,150	2,735	332,885	150
Human Resources	2,324,400	897,265	3,221,665	3,855,860
Public Works	2,599,405	-	2,599,405	2,786,725
Total Internal Service	\$5,253,955	\$900,000	\$6,153,955	\$6,650,235
Trust & Agency				
Fire and Medical	5,000	-	5,000	5,000
Total Trust & Agency	\$5,000	\$0	\$5,000	\$5,000
Total All Funds	\$243,782,010	\$0	\$243,782,010	\$236,699,250

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
City Council				
General Fund	271,275	-7,394	263,881	300,910
Total City Council	\$271,275	(\$7,394)	\$263,881	\$300,910
City Administration				
General Fund	1,249,880	-2,962	1,246,918	1,514,605
Total City Administration	\$1,249,880	(\$2,962)	\$1,246,918	\$1,514,605
City Attorney				
General Fund	528,960	180,450	709,410	1,269,990
Total City Attorney	\$528,960	\$180,450	\$709,410	\$1,269,990
Information Technology				
General Fund	2,599,325	-100	2,599,225	5,197,695
Sewer Operations	0	0	0	191,200
Water Operations	380	0	380	124,182
Public Safety Dedicated Sales Tax	0	0	0	33,990
Highway User Revenue Fund	0	0	0	27,900
Regional Family Advocacy	0	0	0	15,380
Environmental Programs Fund	0	0	0	14,000
Sanitation	0	0	0	14,000
Fleet Services Fund	0	0	0	7,500
CDBG	0	0	0	1,000
Total Information Technology	\$2,599,705	(\$100)	\$2,599,605	\$5,626,847
Community Relations				
General Fund	814,346	500	814,846	658,215
Public Arts Fund	142,551	-2,647	139,904	166,530
Total Community Relations	\$956,897	(\$2,147)	\$954,750	\$824,745
Non-Departmental				
Other Grants	5,000,000	-4,176,115	823,885	5,000,000
General Fund	4,522,429	-220,478	4,301,951	4,367,280
Sewer Operations	70	503	573	1,130,380
Public Safety Dedicated Sales Tax	499,000	0	499,000	499,000
Highway User Revenue Fund	255,690	1,780	257,470	445,370
Water Operations	1,213,280	0	1,213,280	27,150
Cemetery Maintenance Fund	15,740	0	15,740	15,740

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CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Non-Departmental				
0.5% Dedicated Sales Tax	4,000	0	4,000	4,000
Sanitation	220	0	220	220
Fleet Services Fund	150	0	150	150
Printer - Copier Service Fund	330,000	0	330,000	0
Public Arts Fund	0	2,647	2,647	0
Regional Family Advocacy	0	5,765	5,765	0
Risk Management Fund	0	2,735	2,735	0
Total Non-Departmental	\$11,840,579	(\$4,383,163)	\$7,457,416	\$11,489,290
Finance & Budget				
General Fund	2,960,746	38,755	2,999,501	2,775,615
Other Grants	72,800	-14,262	58,538	25,000
Total Finance & Budget	\$3,033,546	\$24,493	\$3,058,039	\$2,800,615
Human Resources				
Risk Management Fund	2,324,400	-2,735	2,321,665	2,194,410
Worker's Compensation Fund	0	900,000	900,000	1,661,450
General Fund	966,147	-21,817	944,330	891,330
Total Human Resources	\$3,290,547	\$875,448	\$4,165,995	\$4,747,190
Development & Engineering Services				
General Fund	3,160,291	237,051	3,397,342	3,697,755
Highway User Revenue Fund	3,199,668	-1,060	3,198,608	2,933,960
Transit Fund	1,393,050	0	1,393,050	1,475,320
Environmental Programs Fund	292,600	0	292,600	249,910
Other Grants	0	35,447	35,447	0
Total Development & Engineering Services	\$8,045,609	\$271,438	\$8,317,047	\$8,356,945
City Clerk				
General Fund	627,286	-100	627,186	675,580
Total City Clerk	\$627,286	(\$100)	\$627,186	\$675,580
Police				
General Fund	18,039,887	-6,447	18,033,440	18,762,017
Public Safety Dedicated Sales Tax	4,822,522	0	4,822,522	6,224,530
Regional Family Advocacy	1,400,260	306,558	1,706,818	1,491,360
Other Grants	0	117,302	117,302	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Police				
Co. R.I.C.O. w/Maricopa Atty	0	33,695	33,695	0
Total Police	\$24,262,669	\$451,108	\$24,713,777	\$26,477,907
City Court				
General Fund	1,140,835	0	1,140,835	1,180,150
Public Safety Dedicated Sales Tax	273,740	0	273,740	294,380
Court Payments	154,240	0	154,240	156,930
Total City Court	\$1,568,815	\$0	\$1,568,815	\$1,631,460
Fire and Medical				
General Fund	10,399,054	-2,382	10,396,672	10,131,005
Public Safety Dedicated Sales Tax	2,014,800	0	2,014,800	1,980,410
Wildland Fire Deployment Fund	0	0	0	251,760
Other Grants	148,390	0	148,390	155,690
Volunteer Fire Fighter's Pension	5,000	0	5,000	5,000
Total Fire and Medical	\$12,567,244	(\$2,382)	\$12,564,862	\$12,523,865
Economic Development				
General Fund	5,567,874	0	5,567,874	4,233,404
Total Economic Development	\$5,567,874	\$0	\$5,567,874	\$4,233,404
Parks & Recreation Dept.				
General Fund	5,732,010	-111,008	5,621,002	6,520,376
Transit Fund	0	0	0	38,000
Other Grants	0	9,107	9,107	0
Total Parks & Recreation Dept.	\$5,732,010	(\$101,901)	\$5,630,109	\$6,558,376
Neighborhood and Family Services				
General Fund	3,546,145	-84,068	3,462,077	3,795,622
CDBG	308,670	776,865	1,085,535	1,346,310
Home Grant	134,217	961,298	1,095,515	951,490
Senior Nutrition	621,924	32,345	654,269	660,530
Other Grants	430	671,481	671,911	512,755
Community Action Program	136,640	30,803	167,443	133,240
Library Projects	0	54,595	54,595	48,595
Total Neighborhood and Family Services	\$4,748,026	\$2,443,319	\$7,191,345	\$7,448,542

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Public Works				
Water Development	12,595,000	0	12,595,000	19,020,494
Water Operations	12,382,045	-59,935	12,322,110	12,179,254
Sewer Development	10,215,000	0	10,215,000	11,295,983
Sewer Operations	8,551,908	-503	8,551,405	7,228,161
Sanitation	5,044,158	0	5,044,158	5,410,182
Fleet Services Fund	2,599,405	0	2,599,405	2,786,725
Sanitation Eqt. Replacement	776,000	0	776,000	1,905,665
Highway User Revenue Fund	1,871,437	-720	1,870,717	1,898,175
Water Equipment Replacement	724,900	0	724,900	882,100
Sewer Equipment Replacement	472,000	0	472,000	429,100
Sanitation Development	550,000	0	550,000	342,000
General Fund	23,750	0	23,750	22,910
Other Grants	0	255,116	255,116	0
Total Public Works	\$55,805,603	\$193,958	\$55,999,561	\$63,400,749
Debt Service				
0.5% Dedicated Sales Tax	5,538,340	0	5,538,340	5,232,450
General Obligation Bonds	4,062,940	0	4,062,940	3,968,985
2019 PRO Debt Service	0	0	0	765,425
Dysart Road M.D.C.	267,770	0	267,770	270,950
Hwy User's Bonds '85/91/98	2,500	0	2,500	0
Total Debt Service	\$9,871,550	\$0	\$9,871,550	\$10,237,810
Capital Projects				
Parkland	16,427,000	8,450,895	24,877,895	23,850,000
Street Construction	13,806,500	59,935	13,866,435	14,539,500
One Time Capital	10,568,000	0	10,568,000	12,970,707
Police Development	3,900,000	0	3,900,000	10,416,881
Vehicle Replacement	3,591,435	0	3,591,435	2,564,005
Equipment Replacement Fund	1,398,000	0	1,398,000	1,004,850
Fire Development	1,248,000	0	1,248,000	759,477
Transit	275,000	0	275,000	475,000
Improvement Districts	40,000,000	-8,450,895	31,549,105	0

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Summary by Department of Expenditures/Expenses
Fiscal Year 2020

DEPARTMENT/FUND	Adopted Budgeted Expenditures/ Expenses 2019	Expenditure/ Expense Adjustments Approved 2019	Actual Expenditures/ Expenses* 2019	Budgeted Expenditures/ Expenses 2020
Capital Projects				
Total Capital Projects	\$91,213,935	\$59,935	\$91,273,870	\$66,580,420
Total All Funds	\$243,782,010	\$0	\$243,782,010	\$236,699,250

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF AVONDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-Time Equivalent (FTE) 2020	Employee Salaries and Hourly Costs 2020	Retirement Costs 2020	Healthcare Costs 2020	Other Benefit Costs 2020	Total Estimated Personnel Compensation 2020
General Fund	392.45	31,178,155	5,861,560	3,478,790	2,599,940	43,118,445
Total	392.45	\$31,178,155	\$5,861,560	\$3,478,790	\$2,599,940	\$43,118,445
Special Revenue						
Highway User Revenue Fund	20.30	1,407,830	170,710	188,400	164,910	1,931,850
Senior Nutrition	8.50	342,310	33,680	55,760	30,725	462,475
Community Action Program	2.00	80,740	9,780	18,570	6,660	115,750
Other Grants	5.00	272,850	32,275	45,120	22,460	372,705
Transit Fund		1,200	-	-	-	1,200
Court Payments	0.80	41,590	5,050	7,420	3,820	57,880
Regional Family Advocacy	7.00	512,160	61,820	65,920	41,050	680,950
Public Safety Dedicated Sales Tax	63.00	4,857,770	1,329,120	587,010	446,280	7,220,180
CDBG	2.00	155,820	18,540	18,130	13,660	206,150
Environmental Programs Fund	1.00	98,470	11,930	9,280	8,110	127,790
Wildland Fire Deployment Fund		153,000	42,560	9,500	2,500	207,560
Total Special Revenue	109.60	\$7,923,740	\$1,715,465	\$1,005,110	\$740,175	\$11,384,490
Enterprise						
Water Operations	33.30	2,394,378	290,700	309,100	232,660	3,226,838
Sewer Operations	22.30	1,545,250	187,190	207,040	151,890	2,091,370
Sanitation	21.50	1,311,000	158,640	199,950	149,920	1,819,510
Total Enterprise	77.10	\$5,250,628	\$636,530	\$716,090	\$534,470	\$7,137,718
Internal Service						
Risk Management Fund	0.80	79,070	9,560	7,430	6,620	102,680
Fleet Services Fund	7.60	537,300	65,130	70,580	52,450	725,460
Worker's Compensation Fund	1.20	103,540	12,550	11,130	8,660	135,880
Total Internal Service	9.60	\$719,910	\$87,240	\$89,140	\$67,730	\$964,020
Total All Funds	588.75	\$45,072,433	\$8,300,795	\$5,289,130	\$3,942,315	\$62,604,673

EXHIBIT B
TO
RESOLUTION NO. 3557-619

[Fee Schedule]

See following pages.

Fee Schedule

Fee/Description	Amount	Unit of Measure
General Fees		
Fee		
Ballot Argument (Pro/Con Statement)	\$50.00	Per Argument
Campaign Finance Report Late Filing Fee (1-15 days)	\$10.00	Per Day
Campaign Finance Report Late Filing Fee (after 15 days)	\$25.00	Per Day
Financial Disclosure Report Late Filing Fee	\$50.00	Per Day
Annexation	\$6,000.00	Deposit
Certification of Documents	\$5.00	Per Packet
Copies	\$0.25	Per Page
Copies - Color	\$1.25	Per Page
Copies - Information CD	\$5.00	Each
Flash/Thumb Drive	\$5.00 - \$25.00	Each/Per Size
Notary	\$5.00	Per Signature
NSF Check Fee	\$25.00	Each
Recording - General Documents, Governmental Agencies	\$7.00 - \$15.00	Per Recording
Recording - Maps and Plats, Governmental Agencies, First Sheet	\$14.00	Per Recording
Recording - Maps and Plats, Governmental Agencies, Each Sheet After the First	\$10.00	Per Sheet
Self Service Copy Machine	\$0.25 - \$1.00	Per Page
Web/Phone Payment Processing Fee	\$1.50	Per Transaction
Passport Fee		
Passport Application Processing Fee	\$35.00	Per Application
Passport Book (Age 16 & Over)	\$110.00	Per Application

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
General Fees		
Passport Fee		
Passport Book (Age 15 and Under)	\$80.00	Per Application
Passport Card (Age 16 & Over)	\$30.00	Per Application
Passport Card (Age 15 and Under)	\$15.00	Per Application
Expedited Processing	\$60.00	Per Application
Overnight Delivery (*Subject to change as directed by U.S.D.o.S.)	\$15.89 - \$16.48	Per Application*
File Search Fee	\$150.00	Per Application
Passport Photo	\$15.00	Each
Permits		
Tele-Track	\$100.00	Per Application
Tele-Track - Up to Four Pari-Mutuel Betting Windows	\$500.00	Per Site
Tele-Track - Each Additional Pari-Mutuel Betting Window	\$100.00	Per Site
Tele-Track Late Renewal Fee	\$100.00	Per Application
Building Fees		
Administrative		
Replication of Plans (When Legally Authorized)	\$50.00	Plus Actual Replication Costs
Building Plan Review		
Additional Reviews as Required	\$100.00	Per Hour
Building Review Fee		65% of Building Permit Fee
Certified Green Business Review - Expedited - No Cost	\$0.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
Building Fees		
Building Plan Review		
Expedited Plan Review		Double Plan Review Fee
Model Home Complex Site Plan Review	\$205.00	Each
Review of Deferred Submittals (Outside Consultant)		Actual Cost
Review of Deferred Submittals (Submitted After Initial Plan Review) In-House	\$180.00	Per Submittal
Site Plan Review - Model Home Complex Site	\$205.00	Each
Site Plan Review (or Revision) for Residential Standard Plan	\$50.00	Each
Temporary Trailers - Plan Review	\$100.00	Each
Inspection		
Certificate of Completion for Commercial Shell Buildings	\$100.00	Each
Certificate of Occupancy for Commercial Buildings	\$100.00	Each
Certificate of Occupancy for Commercial Tennant Improvement	\$50.00	Each
Certificate of Occupancy for Residential	\$50.00	Each
For Use of Outside Consultants for Inspections		Actual Costs
Inspections Outside of Normal Business Hours (Min. Charge - 4 Hours)	\$100.00	Per Hour
Landscape Inspection Fee	\$100.00	Each
Re-Inspection Fees	\$100.00	Per Hour
Request for Certificate of Occupancy for Change of Use Group	\$50.00	Each
Work Commenced Without Permit		Fees Doubled
Permits		
Tier A - Total Valuation \$1.00 to \$500	\$50.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Building Fees		
Permits		
Tier B - Total Valuation \$501 to \$2,000		\$50.00 for the first \$500 plus \$5.00 for each additional \$100 or fraction thereof, to and including \$2,000
Tier C - Total Valuation \$2,001 to \$25,000		\$125.00 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
Tier D - Total Valuation \$25,001 to \$50,000		\$447.00 for the first \$25,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$50,000
Tier E - Total Valuation \$50,001 to \$100,000		\$797.00 for the first \$50,000 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
Tier F - Total Valuation \$100,001 to \$500,000		\$1,247.00 for the first \$100,000 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
Tier G - Total Valuation \$500,001 to \$1,000,000		\$4,477.00 for the first \$500,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000

Fee Schedule

Fee/Description	Amount	Unit of Measure
Building Fees		
Permits		
Tier H - Total Valuation \$1,000,000 and Up		\$7,947.00 for the first \$1,000,000 plus \$5.00 for each additional \$1,000 or fraction thereof
Building Demolition - Accessory Structure	\$25.00	Each
Building Demolition - Single-Family Residence and Other Structures	\$100.00	Each
Electrical Permit Fee	\$40.00	Per Permit
Electrical Permit Fee - For Services of 600 Volts or less and not over 200 Amperes in Rating	\$40.00	Per Permit
Electrical Permit Fee - For Services of 600 Volts or less and over 200 Amperes in Rating	\$80.00	Per Permit
Electrical Permit Fee - For Services over 600 Volts or over 1,000 Amperes in Rating	\$205.00	Per Permit
Electrical Permit Fee - Generator, Each	\$40.00	Per Permit
Electrical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
Mechanical Permit Fee	\$40.00	Per Permit
Mechanical Permit Fee - Air Conditioning - Residential Single-Family (With or Without Duct Work Including Associated Electrical Work)	\$40.00	Per Unit
Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (With Duct Work)	\$80.00	Per Unit
Mechanical Permit Fee - Air Conditioning - Other than Residential Single-Family (Without Duct Work)	\$50.00	Per Unit
Mechanical Permit Fee - Multi-Family and Hotels/Motels	\$40.00	Per Unit or Room
Plumbing Permit Fee	\$40.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Building Fees		
Permits		
Plumbing Permit Fee - Miscellaneous - Appliance or Piece of Equipment Regulated by the Plumbing Code but not Classed in any Other Categories or for which no Other Fee is Listed	\$40.00	Each
Plumbing Permit Fee - Multi-Family or Hotels/Motels	\$40.00	Each
Plumbing Permit Fee - Except Multi-Family/Hotels/Motels	\$40.00	Each
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Industrial Waste Pretreatment Interceptor	\$20.00	Each
Plumbing Permit Fee - Sewers, Disposal Systems and Interceptors - Rainwater Systems	\$10.00	Per Drain
Swimming Pools/Spas - Above Ground	\$50.00	Each
Swimming Pools/Spas - In-Ground	\$510.00	Each
Swimming Pools/Spas - Pool with Spa	\$560.00	Each
Temporary Trailers - Building Permit	\$205.00	Each
Submittal Fees		
Commercial - Up to 10,000 Square Feet	\$1,630.00	Each
Commercial - 10,001 - 20,000 Square Feet	\$2,850.00	Each
Commercial - 20,001 SF and Up	\$5,100.00	Each
Single Family Dwelling	\$460.00	Per Plan
Tenant Improvement - Up to 10,000 Square Feet	\$255.00	Each
Tenant Improvement - 10,001 SF and Up	\$1,425.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fee		
Abatement Administrative Fee		25% of Actual Cost of Abatement
Audio/Video Record Duplication Fee	\$17.00	Per Appeal
Civil Traffic Appeal Fee	\$35.00	Per Appeal
Court Copy Rates	\$0.50	Per Page
Court Enhancement Fee	\$19.00	Per Case
Default Fee - Failure to Appear in Court	\$100.00	Per Case
Defensive Driving Diversion Fee	\$115.00	Per Case
Demolition Administrative Fee		25% of Actual Cost
Failure to Comply Warrant Fee	\$150.00	Per Case
NSF Check Fee	\$25.00	Per Check
Probation Fee (Per Month)	\$65.00	Per Month
Fines - Civil - Initial Assessment		
0-9 mph over Speed Limit	\$220.00	Per Violation
10-15 mph over Speed Limit	\$240.00	Per Violation
16-20 mph over Speed Limit	\$255.00	Per Violation
21-29 mph over Speed Limit	\$310.00	Per Violation
30-39 mph over Speed Limit	\$393.00	Per Violation
40+ mph or more over Speed Limit	\$495.00	Per Violation
Child Not in Restraint	\$135.00	Per Violation
Control Devices	\$170.00	Per Violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fines - Civil - Initial Assessment		
Control Signal	\$170.00	Per Violation
Driver License Not in Possession	\$135.00	Per Violation
Driving on Sidewalk	\$208.20	Per Violation
Emerging from an Alley, Driveway or Building	\$107.00	Per Violation
Failure to Control Speed to Avoid a Collision - Accident without Serious Injury	\$170.00	Per Violation
Failure to Drive Right Side of Roadway	\$170.00	Per Violation
Failure to Get Duplicate Plates	\$135.00	Per Violation
Failure to Register Residential Rental Property	\$1,000.00	Per Violation
Failure to Report Name/Change of Address	\$135.00	Per Violation
Failure to Stop for Red Light	\$220.00	Per Violation
Go-Peds (Motorized Skateboards)	\$107.00	Per Violation
Insurance Violations	\$955.00	For First Offense
	\$100.00 - \$154.00	With Valid Proof of Insurance
License Plate Display Violation	\$525.00	Per Violation
Mechanical Raising and Lowering Devices	\$208.20	Per Violation
Motorcycle Between Lanes of Traffic/Driving on Sidewalk	\$170.00	Per Violation
Neighborhood Electric Vehicle Speed Restrictions	\$135.00	Per Violation
No Valid Drivers License/Endorsement	\$135.00	Per Violation
Parking of Trucks and Trailers	\$107.00	Per Violation
Parking Space for Physically Disabled Persons; Prohibition	\$208.20	Per Violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fines - Civil - Initial Assessment		
Parking, Stopping or Standing in Excess of 24 Hours	\$107.00	Per Violation
Pedestrian Use Sidewalks	\$80.00	Per Violation
Pedestrian Violations	\$80.00	Per Violation
Pedestrian Violations - Moving	\$170.00	Per Violation
Private Property to Avoid Traffic Device	\$170.00	Per Violation
Raise/Lower Vehicle > 15 mph	\$170.00	Per Violation
Registration Card Violations	\$135.00	Per Violation
Registration in County Residence	\$225.00	Per Violation
Registration Violation	\$587.00	Per Violation
	\$135.00	Per Violation - Upon Proof of Registration
Resident with Out of State Plates	\$587.00	Per Violation
Residential No Parking	\$107.00	Per Violation
Seat Belt Violations	\$53.50	Per Violation
Speed Less than Reasonable and Prudent	\$170.00	Per Violation
Speed Not to Impede Traffic	\$170.00	Per Violation
Speeding in School Zone/Failure To Stop in School Zone	\$170.00	Per Violation
Stop Sign/Yield Sign - Stop from Alley	\$170.00	Per Violation
Stopping, Standing or Parking Prohibitions	\$107.00	Per Violation
Various - (Failure to Have Proper Mirrors/Load or Cover Insecure)	\$135.00	Per Violation
Various - (Obstruction of View, Unsafe Backing)	\$170.00	Per Violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fines - Civil - Initial Assessment		
Various - (Operate Unsafe Vehicle/Brake Violation)	\$135.00	Per Violation
Vehicle in Bike Path/Lane Stop	\$170.00	Per Violation
Vehicles Displaying for Sale Signs	\$107.00	Per Violation
Violation/Flashing Red Stop Signal	\$170.00	Per Violation
Violation/Flashing Yellow Signal	\$170.00	Per Violation
Yield to Pedestrian	\$170.00	Per Violation
Violation of the Property Maintenance Ordinance	\$250.00	First Violation
	\$500.00	Second Violation in 24 Month Period
	\$1,000.00	Third Violation in a 24 Month Period
Fines - Civil - Initial Assessment in Default		
0-9 mph over Speed Limit	\$330.00	Default Violation
10-15 mph over Speed Limit	\$350.00	Default Violation
16-20 mph over Speed Limit	\$365.00	Default Violation
21-29 mph over Speed Limit	\$420.00	Default Violation
30-39 mph over Speed Limit	\$503.00	Default Violation
40+ mph or more over Speed Limit	\$605.00	Default Violation
Child Not in Restraint	\$245.00	Default Violation
Control Devices	\$280.00	Default Violation
Control Signal	\$280.00	Default Violation
Driver License Not in Possession	\$280.00	Default Violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fines - Civil - Initial Assessment in Default		
Failure to Carry Vehicle Registration Card	\$235.00	Default Violation
Failure to Control Speed to Avoid a Collision - Accident without serious injury	\$280.00	Default Violation
Failure to Drive Right Side of Roadway	\$280.00	Default Violation
Failure to Get Duplicate Plates	\$245.00	Default Violation
Failure to Report Name/Change of Address	\$235.00	Default Violation
Failure to Stop for Red Light	\$330.00	Default Violation
Insurance Violations	\$1,065.00	Default Violation
Motorcycle Between Lanes of Traffic/Driving on Sidewalk	\$280.00	Default Violation
No Current Registration	\$697.00	Default Violation
No Valid Drivers License/Endorsement	\$235.00	Default Violation
Pedestrian Use Sidewalks	\$190.00	Default Violation
Pedestrian Violations	\$190.00	Default Violation
Pedestrian Violations - Moving	\$280.00	Default Violation
Private Property to Avoid Traffic Device	\$280.00	Default Violation
Raise/Lower Vehicle > 15 mph	\$280.00	Default Violation
Registration Card Violations	\$245.00	Default Violation
Registration Violations	\$697.00	Default Violation
	\$245.00	Default Violation - Upon Proof of Registration
Resident with Out of State Plates	\$697.00	Default Violation
Speed Less than Reasonable and Prudent	\$280.00	Default Violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
City Court Fees		
Fines - Civil - Initial Assessment in Default		
Speed Not to Impede Traffic	\$280.00	Default Violation
Speeding in School Zone/Failure To Stop in School Zone	\$280.00	Default Violation
Stop Sign/Yield Sign - Stop from Alley	\$280.00	Default Violation
Various - (Failure to Have Proper Mirrors/Load or Cover Insecure)	\$235.00	Default Violation
Various - (Obstruction of View, Unsafe Backing)	\$280.00	Default Violation
Various - (Operate Unsafe Vehicle/Brake Violation)	\$235.00	Default Violation
Vehicle in Bike Path/Lane Stop	\$280.00	Default Violation
Violation/Flashing Red Stop Signal	\$280.00	Default Violation
Violation/Flashing Yellow Signal	\$280.00	Default Violation
Yield to Pedestrian	\$190.00	Default Violation
Fines - Criminal		
Damaging City Park Property		Up to \$2,500 Per Violation
Failure to Follow Peddler Permit Requirements		Up to \$2,500 Per Violation
Illegal Sale of Products Containing Ephedrine or Pseudoephedrine		Up to \$2,500 Per Violation
Littering in a City Park		Up to \$2,500 Per Violation
Spirituos Liquor in a Public Park or Recreational Area; Violation		Up to \$2,500 Per Violation
Violation of the Property Maintenance Ordinance		up to \$2,500 per violation

Fee Schedule

Fee/Description	Amount	Unit of Measure
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Development Fees

Development Fee - Fire Facilities

Residential - Single Unit	\$607.00	Per Dwelling Unit
Residential - 2+ Unit	\$501.00	Per Dwelling Unit
Nonresidential - Commercial	\$0.62	Per Square Foot
Nonresidential - Office	\$0.18	Per Square Foot
Nonresidential - Industrial	\$0.10	Per Square Foot

Development Fee - General Government

Residential - Single Unit	\$357.00	Per Dwelling Unit
Residential - 2+ Unit	\$295.00	Per Dwelling Unit
Nonresidential - Commercial	\$0.37	Per Square Foot
Nonresidential - Office	\$0.10	Per Square Foot
Nonresidential - Industrial	\$0.06	Per Square Foot

Development Fee - Library Facilities

Residential - Single Unit	\$179.00	Per Dwelling Unit
Residential - 2+ Unit	\$148.00	Per Dwelling Unit
Nonresidential - Commercial	\$0.18	Per Square Foot
Nonresidential - Office	\$0.05	Per Square Foot
Nonresidential - Industrial	\$0.03	Per Square Foot

Development Fee - Parks and Recreation Facilities

Residential - Single Unit	\$796.00	Per Dwelling Unit
Residential - 2+ Unit	\$658.00	Per Dwelling Unit

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Development Fees		
Development Fee - Parks and Recreation Facilities		
Nonresidential - Commercial	\$0.82	Per Square Foot
Nonresidential - Office	\$0.24	Per Square Foot
Nonresidential - Industrial	\$0.13	Per Square Foot
Development Fee - Police Facilities		
Residential - Single Unit	\$499.00	Per Dwelling Unit
Residential - 2+ Unit	\$412.00	Per Dwelling Unit
Nonresidential - Commercial	\$0.51	Per Square Foot
Nonresidential - Office	\$0.15	Per Square Foot
Nonresidential - Industrial	\$0.08	Per Square Foot
Development Fee - Street Facilities		
Residential - Single Unit	\$2,945.00	Per Dwelling Unit
Residential - 2+ Unit	\$2,058.00	Per Dwelling Unit
Nonresidential - Commercial	\$3.66	Per Square Foot
Nonresidential - Office	\$1.58	Per Square Foot
Nonresidential - Industrial	\$1.00	Per Square Foot
Development Fee - Wastewater Facilities		
Residential	\$7,673.00	Per Dwelling Unit
Displacement - 1.00 Capacity Ratio	\$7,673.00	Per .75 Inch Meter
Displacement - 1.70 Capacity Ratio	\$12,814.00	Per 1.00 Inch Meter
Displacement - 3.30 Capacity Ratio	\$25,551.00	Per 1.50 Inch Meter

Fee Schedule

Fee/Description	Amount	Unit of Measure
Development Fees		
Development Fee - Wastewater Facilities		
Displacement - 5.30 Capacity Ratio	\$40,898.00	Per 2.00 Inch Meter
Compound - 11.00 Capacity Ratio	\$81,873.00	Per 3.00 Inch Meter
Compound - 17.00 Capacity Ratio	\$127,912.00	Per 4.00 Inch Meter
Compound - >17.00 Capacity Ratio	\$255,748.00	Per 6.00 Inch Meter
Development Fee - Water Facilities		
Residential	\$4,651.00	Per Dwelling Unit
Displacement - 1.00 Capacity Ratio	\$4,651.00	Per .75 Inch Meter
Displacement - 1.70 Capacity Ratio	\$7,767.00	Per 1.00 Inch Meter
Displacement - 3.30 Capacity Ratio	\$15,488.00	Per 1.50 Inch Meter
Displacement - 5.30 Capacity Ratio	\$24,790.00	Per 2.00 Inch Meter
Compound - 11.00 Capacity Ratio	\$49,627.00	Per 3.00 Inch Meter
Compound - 17.00 Capacity Ratio	\$77,533.00	Per 4.00 Inch Meter
Compound - >17.00 Capacity Ratio	\$155,021.00	Per 6.00 Inch Meter
Engineering Fees		
Engineering Plan Review		
Building Plan Review	\$200.00	Per Hour
Expedited Review Fee (Half the Time)		Double Standard Review Fee
Grading & Drainage Plan - First Review	\$375.00	Per Sheet
Improvement Plans (Commercial) - First Review	\$375.00	Per Sheet

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Engineering Plan Review		
LOMR/CLOMR (Outside Consultant)		Actual Cost
Paving & Storm Drain Plan - First Review	\$375.00	Per Sheet
Sewer Plan - First Review	\$375.00	Per Sheet
Streetlight Plan - First Review	\$375.00	Per Sheet
Striping & Signing Plan - First Review	\$375.00	Per Sheet
Traffic Signal Plan - First Review	\$375.00	Per Sheet
Water Plan - First Review	\$375.00	Per Sheet
Other - First Review	\$375.00	Per Sheet
Second & Subsequent Review of All Plans	\$375.00	Per Redlined Sheet
Drainage Report	\$225.00	Per Hour Per Submittal
Geo Tech Report (Soils, Paving, etc.)	\$225.00	Per Hour Per Submittal
Sewer Report	\$225.00	Per Hour Per Submittal
Storm Water Pollution Prevention Plan (SWPPP) Report	\$225.00	Per Hour Per Submittal
Traffic Impact Study	\$225.00	Per Hour Per Submittal
Water Report	\$225.00	Per Hour Per Submittal
Water Pollution Control Drawings (WPCD)	\$375.00	Flat Fee
Microcell Equipment Mounted on Strands	\$750.00	Application Fee
	\$50.00	Use of Right-of-Way
Fee		
Copies - Non Standard Sizes (Plans, Maps, other)	\$3.00	Per Sheet

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Fee		
Colocation on an Existing Support Structure	\$100.00	Application Fee (Per Facility, 1-5)
	\$50.00	Application Fee (Per Facility, 6-25)
	\$50.00	Use of Right-of-Way
	\$50.00	Use of City Owned Pole
GER Standards Deviation Application Processing Fee	\$125.00	Per Application
GER Standards Deviation Application Review Fee	\$225.00	Per Hour
New/Replacement Poles Not Subject to Zoning Review	\$750.00	Application Fee
New/Replacement Poles Not Subject to Zoning Review	\$50.00	Use of Right-of-Way
New/Replacement Poles Not Subject to Zoning Review	\$50.00	Use of City Owned Pole
New/Replacement Poles Subject to Zoning Review	\$1,000.00	Application Fee
	\$200.00	Use of Right-of-Way (if permitted)
Streetlight Repair/Replacement	\$100.00	Per Hour; Minimum 2 Hours
Streetlight Shield Installation	\$100.00	Each, Installed
Traffic Sign/Signal Repair/Replacement	\$100.00	Per Hour; Minimum 2 Hours
Inspection		
After Business Hours & Green Friday Inspections (2-Hr min.)	\$120.00	Per Hour
Existing Poles - Inspection Fee	\$120.00	Per Hour (up to maximum of 10 hrs)
New/Replacement Poles - Inspection Fees	\$120.00	Per Hour (up to maximum of 20 hrs)
Second and Subsequent Re-Inspections Required for Failure to Correct Deficiencies	\$120.00	Per Hour

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Inspection		
SWPPP Post-Civil Inspection (Pad, Pre-Building) Non-Compliance and Re-Inspection Fee	\$120.00	Per Hour
Permits		
Concrete - 6" Vert Curb & Gutter, Single Curb & Ribbon Curb	\$0.35	Linear Foot Plus \$50 Base Fee
Concrete - Bus Bay, R Turn Lane	\$0.25	Square Foot Plus \$50 Base Fee
Concrete - Driveway (Non-Return Type)	\$95.00	Each
Concrete - Return Type Driveway (Commercial)	\$0.30	Square Foot Plus \$50 Base Fee
Concrete - Sidewalk	\$0.15	Square Foot Plus \$50 Base Fee
Concrete - Sidewalk Ramps	\$65.00	Each
Concrete - Valley Gutter & Apron	\$0.35	Square Foot Plus \$50 Base Fee
Concrete Structures - Box Culvert/Misc Structures (% of Estimated Construction Cost)		4% of Cost
Concrete Structures - Catch Basins & Headwalls	\$85.00	Each
Concrete Structures - Handrail	\$2.50	Linear Foot
Concrete Structures - Scuppers	\$85.00	Each
Dirt Haul Permit	\$100.00	LS
Drainage - Curb Opening	\$35.00	Each
Drainage - Drywell	\$125.00	Each
Drainage - Rip Rap	\$5.00	Cubic Yard
Drainage - Spillway	\$50.00	Each
Drainage - Storm Sewer Manholes	\$70.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Permits		
Drainage - Storm Sewer Pipe	\$1.30	Linear Foot
Drainage - Underground Storm Water Ret Pipe	\$5.00	Linear Foot
Irrigation Manhole/Structure	\$75.00	Each
Irrigation Pipe	\$1.25	Linear Foot
Landscape Backflow Preventer	\$75.00	Each
Landscaping (ROW Area)	\$0.25	Square Yard
Mass Grading (Gross Area) - All - Including Civil SWPPP Inspections	\$400.00	Base Fee + SY (Fee Below)
Mass Grading - Less than 5 Acres	\$0.07	Square Yard
Mass Grading - 5 - 20 Acres	\$0.06	Square Yard
Mass Grading - Greater than 20 Acres	\$0.05	Square Yard
Paving - Asphalt Concrete Overlay (1 Lift)	\$0.35	Square Yard
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) Area < 100 SY	\$22.00	SY Plus \$200 Base Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) 100 SY - 700 SY	\$6.00	SY Plus \$200 Base Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) 701 SY - 1,760 SY	\$2.00	SY Plus \$200 Base Fee
Paving - Asphalt Pavement Replacement: (Incl Utility Cuts) Area > 1,760 SY	\$1.00	SY Plus \$200 Base Fee
Paving - Barricade / Guardrail	\$4.00	Linear Foot
Paving - New Conc. Asphalt Pavement (Full Section in Place)	\$0.65	Square Yard
Paving - Slurry / Micro Seal	\$0.20	Square Yard
Paving - Street Signs	\$40.00	Each
Paving - Striping (4-in Equiv.)	\$0.15	Linear Foot

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Permits		
Paving - Survey Monuments	\$45.00	Each
Paving - Utility Adjustments (New & Existing in Street ROW)	\$30.00	Each
Permit Modification	\$75.00	LS
Renew Expired Permit (With City Approval)	\$300.00	LS
Retaining Walls	\$0.50	Linear Foot
Sanitary Sewer - Cleanouts; Mains & Service Lines	\$50.00	Each
Sanitary Sewer - Drop Connection	\$50.00	Each
Sanitary Sewer - Main Line Pipe	\$1.50	Linear Foot
Sanitary Sewer - Manhole	\$135.00	Each
Sanitary Sewer - Pipe Connection	\$75.00	Each
Sanitary Sewer - Pipe Encasement - Sleeving - Extra Protection	\$25.00	Linear Foot
Sanitary Sewer - Service Line Pipe	\$1.00	Linear Foot
Sanitary Sewer - Sewer Tap	\$85.00	Each
Sanitary Sewer - Sewer Utility Adjustment (On-Site)	\$25.00	Each
Streetlights - Streetlight	\$60.00	Each
Streetlights - Streetlight Concrete Pedestal Base	\$40.00	Each
SWPPP Post-Civil BMP Installations (Pad, Pre-Building)	\$200.00	Base Fee
	\$0.03	Square Yard
Theme Wall	\$0.05	Linear Foot
Traffic Control Plan (TCP) Review/Inspection Fee	\$175.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
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Engineering Fees

Permits

Traffic Control Plan (TCP) Change/Update Review Fee	\$50.00	Each
Unspecified Items - % of Estimated Construction Cost		4%
Utilities - Bore/Splice Pit	\$50.00	Each
Utilities - Boring Install Only	\$0.75	Linear Foot
Utilities - Open Cut Trenching Only (in ROW) Paved	\$3.00	Linear Foot
Utilities - Open Cut Trenching Only (in ROW) Un-paved	\$0.75	Linear Foot
Utilities - Pothole	\$50.00	Each
Water - Fire Line	\$1.30	Linear Foot
Water - Water Valve or ARV MH Vault	\$65.00	Each
Water - Backflow Preventer (Up to 3-in.)	\$75.00	Each
Water - Backflow Preventer (3-in. & Greater)	\$120.00	Each
Water - Blow Off/Tapped Cap	\$40.00	Each
Water - Fire Hydrants	\$50.00	Each
Water - Mainline/Lateral/FH Valve	\$40.00	Each
Water - Meter Box	\$25.00	Each
Water - Tapping Sleeve (SS+HD on Large Diameter Pipe > 6")	\$150.00	Each
Water - Water Utility Adjustment (On-Site)	\$25.00	Each
Water - Water Line Connection/Service Tap	\$65.00	Each
Water - Water Service Line	\$1.00	Linear Foot
Water - Water Main Line (1-299 LF)	\$4.00	Linear Foot

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Engineering Fees		
Permits		
Water - Water Main Line (300 LF to 1,000 LF)	\$2.00	Linear Foot
Water - Water Main Line (Greater Than 1,000 LF)	\$1.45	Linear Foot
Publication		
General Engineering Requirements (GER) Manual	\$25.00	Each
MAG Supplement Manual	\$30.00	Each
Fire Fees		
Fee		
Fire Records Report	\$5.00	Per Report
Fines - Civil - Initial Assessment		
Violation of the Fire Code	\$250.00	Per Violation
Fines - Criminal		
Failure to Obey Stop Work Order		Up to \$2,500 Per Violation
Violation of the Fire Code		up to \$2,500 Per Violation
Fire Plan Review		
Administrative Fee	\$50.00	Per Occurrence
Outsource Review Fee		Actual Cost Per Review
Plan Review Fee	\$100.00	Per Hour
Submittal Fee	\$200.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Fire Plan Review		
Other Fire Code - Expedited Plan Review (Based on Staff Availability)		Double Review Fee
Other Fire Code - Revision to Previously Reviewed Plan (One Hour Minimum)	\$100.00	Per Hour
Other Fire Code - Fire Marshal Review of Alternative Materials and Methods Request(One Hour Minimum)	\$100.00	Per Hour
Other Fire Code - Fire Marshal Review of Technical Assistance Request (One Hour Minimum)	\$100.00	Per Hour
Other Fire Code - Fire Marshal Review of Code Modification Request	\$100.00	Per Hour
Inspection		
Fee to Conduct Inspection for Facilities Licensed by the State of Arizona	\$100.00	Per Inspection
Stop Work Order Inspection	\$250.00	Per Occurrence
Other Fire Code - After Hours Inspections (Four Hour Minimum)	\$100.00	Per Hour
Other Fire Code - Standby Personnel (Two Hour Minimum) (OT \$75.00hr)	\$50.00	Per Hour
Other Fire Code - Standby Personnel (Overtime)	\$75.00	Per Overtime Hour
Other Fire Code - Re-inspection fee	\$100.00	Per Occurrence
Other Fire Code - Additional Inspections (Two Hour Minimum)	\$50.00	Per Hour
Permits		
Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials in T105.6.21	\$300.00	Per Permit
Annual Operational Permit	\$200.00	Per Permit
Expedited Operational Permit (Application submitted within 21 days of event)	\$200.00 - \$2000.00	Double Permit Fee
Fire Hydrants	\$50.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Permits		
Mainline/Lateral Fire Hydrant Valve	\$40.00	Each
Tapping Sleeve	\$150.00	Each
Utility Adjustments	\$25.00	Each
Water Main (1-299 LF)	\$4.00	Linear Foot
Water Main (300-1000 LF)	\$2.00	Linear Foot
Water Main (Greater than 1000 LF)	\$1.45	Linear Foot
Alternative Fire-Extinguishing System - New Installation Commercial Cooking - Single System	\$150.00	Per Permit
Alternative Fire-Extinguishing System - New Installation: Water, Foam, CO2, Clean Agent, Halon, Chemical, etc.	\$200.00	Per Permit
Alternative Fire-Extinguishing System - Each Additional System Installed at the Same Time	\$100.00	Per Permit
Alternative Fire-Extinguishing System - Modification to any Alternative Fire System	\$100.00	Per Permit
Fire Alarm, Detection & Notification System - Modification (including TI), over 50 devices	\$500.00	Per Permit
Fire Alarm, Detection & Notification System - Modification, Wireless Transmitter - New or Replacement or Radio Unit	\$200.00	Per Permit
Fire Alarm, Detection & Notification System - Modification, Connection to Access-Controlled Egress Doors or Delayed Egress Locks	\$200.00	Per Permit
Automatic Fire Sprinkler System - 13 D Residential - New Installation or Modification	\$100.00 - \$200.00	Per Permit
Automatic Fire Sprinkler System - New Installation under 10,000 sq. ft.	\$300.00	Per Permit
Automatic Fire Sprinkler System - New Installation 10,001 - 52,000 sq. ft.	\$400.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Permits		
Automatic Fire Sprinkler System - New Installation 52,001 - 104,000 sq. ft.	\$800.00	Per Permit
Automatic Fire Sprinkler System - New Installation over 104,001 sq. ft.	\$1,200.00	Per Permit
Automatic Fire Sprinkler System - Modification (including TI), 1 - 20 Sprinklers	\$100.00	Per Permit
Automatic Fire Sprinkler System - Modification (including TI), 21 - 100 Sprinklers	\$200.00	Per Permit
Automatic Fire Sprinkler System - Modification (including TI), 101 - 500 Sprinklers	\$300.00	Per Permit
Automatic Fire Sprinkler System - Modification (including TI), over 500 Sprinklers	\$400.00	Per Permit
Carbon Dioxide Systems	\$200.00	Each
Compressed Gases - New Installation - Under 400 lbs.	\$150.00	Per Permit
Compressed Gases - New Installation - Over 400 lbs.	\$300.00	Per Permit
Compressed Gases - Modification	\$100.00	Per Permit
Fire Alarm, Detection & Notification System - Modification, Fire Alarm Control Panel Replacement	\$200.00	Per System or Panel
Fire Alarm, Detection & Notification System - New Installation under 5,000 sq.ft.	\$300.00	Per Permit
Fire Alarm, Detection & Notification System - New Installation 5,001 - 10,000 sq. ft.	\$400.00	Per Permit
Fire Alarm, Detection & Notification System - New Installation 10,001 - 50,000 sq.ft.	\$600.00	Per Permit
Fire Alarm, Detection & Notification System - New Installation 50,001 - 100,000 sq. ft.	\$900.00	Per Permit
Fire Alarm, Detection & Notification System - New Installation 100,001 - 150,000 sq.ft.	\$1,200.00	Per Permit
Fire Alarm, Detection & Notification System - New Installation over 150,000 sq. ft.	\$1,500.00	Per Permit
Fire Alarm, Detection & Notification System - Modification (including TI), 1-5 devices	\$100.00	Per Permit
Fire Alarm, Detection & Notification System - Modification (including TI), 6-20 devices	\$200.00	Per Permit
Fire Alarm, Detection & Notification System - Modification (including TI), 21-50 devices	\$400.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Permits		
Fire Department Access - Modification - Interior/Private Fire Apparatus Access Road	\$100.00	Per Permit
Fire Department Access - Modification to Each Fire Department Access Items (Except Key Box, Key Switch, Padlock)	\$100.00	Per Hour
Fire Department Access - New Installation - Address Directory	\$100.00	Per Permit
Fire Department Access - New Installation - Fire Apparatus Automatic Access Gate (Each)	\$100.00	Per Permit
Fire Department Access - New Installation - Fire Apparatus Manual Access Gate (Each)	\$100.00	Per Permit
Fire Department Access - New Installation - Fire Lane Marking	\$100.00	Per Permit
Fire Department Access - New Installation - Firefighter Access Walkway Gate (Each Gate)	\$100.00	Per Permit
Fire Pump - Modification (Minimum One Hour)	\$100.00	Per Permit
Fire Pump - New Installation	\$500.00	Per Permit
Flammable and Combustible Liquid Tanks - New Installation Tank	\$200.00	Per Permit
Flammable and Combustible Liquid Tanks - New Installation >120 gal. Part of Emergency/Standby Power	\$100.00	Per Permit
Flammable and Combustible Liquid Tanks - Each Additional Tank Installed	\$100.00	Per Permit
Flammable and Combustible Liquid Tanks - Modification	\$100.00	Per Permit
Flammable and Combustible Liquid Tanks - Removal	\$100.00	Per Permit
Flammable and Combustible Liquid Tanks - Each Additional Tank Removed at Same Time	\$50.00	Per Permit
Hazardous Materials - HMIS Assessment (Minimum One Hour)	\$100.00	Per Hour
Hazardous Materials - HMMP Assessment (Minimum One Hour)	\$100.00	Per Hour

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Permits		
Hazardous Materials - New Installation - HazMat Container, Tank or Process	\$200.00	Per Review
Hazardous Materials - Each Additional Container, Tank, or Process Installed at the Same Time	\$100.00	Per Review
Hazardous Materials - Modification (Minimum One Hour)	\$100.00	Per Hour
L-P Gas - New Installation - L-P Gas System	\$300.00	Per Permit
L-P Gas - New Installation - Prefilled Portable Cylinders for Consumer Exchange	\$100.00	Per Permit
L-P Gas - New Installation - Storage Containers Awaiting Use or Resale	\$200.00	Per Permit
Other Fire Code - Firefighter Air System (FAS)	\$300.00	Per Permit
Other Fire Code - High-Piled Storage Plan	\$100.00	Per Permit
Other Fire Code - Public Safety Radio Amplification System	\$300.00	Per Permit
Other Fire Code - Work Commencing before Permit Issuance		Double Permit Fee
Private Fire Protection Water Supply - Fire Flow Test (not Related to Sprinkler System Design)	\$100.00	Per Permit
Spraying, Dipping or Powder - New Installation - Spray Room, Dip Tank, or Booth	\$250.00	Per Permit
Spraying, Dipping or Powder- Modification (Minimum One Hour)	\$100.00	Per Permit
Standpipe - New Installation	\$200.00	Per Permit
Standpipe - Modification	\$100.00	Per Permit
Temporary Use - Amusement Building - 30 Days	\$200.00	Per Permit
Temporary Use - Blasting Site Operations (Each 30 Day Period)	\$250.00	Per Permit
Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	\$300.00	Per Permit
Temporary Use - Consumer Fireworks Retail Sales - 30 Days	\$300.00	Per Permit

Fee Schedule

Fee/Description	Amount	Unit of Measure
Fire Fees		
Permits		
Temporary Use - Consumer Fireworks Wholesale Distribution and/or Storage - 30 Days	\$900.00	Per Permit
Temporary Use - Exhibits and Trade Show	\$100.00	Per Permit
Temporary Use - Fireworks Display - Repeat Location Previously Approved	\$200.00	Per Permit
Temporary Use - Fireworks Display - Each New Location	\$300.00	Per Permit
Temporary Use - Flame Effects	\$250.00	Per Permit
Temporary Use - Fuel Tank & Dispensing	\$100.00	Per Permit
Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	\$100.00	Per Permit
Temporary Use - LP Gas - Public Special Event Use of Containers Over 40 lbs.	\$50.00	Per Permit
Temporary Use - Motor Vehicle Fueling from Tank Vehicles	\$200.00	Per Permit
Temporary Use - Open Burning or Bon Fires	\$50.00	Per Permit
Temporary Use - Pyrotechnics Display	\$250.00	Per Permit
Temporary Use - Single Tent, Canopy or Membrane Structure Installation	\$200.00	Per Permit
Temporary Use - Each Additional Tent, Canopy, or Membrane Structure	\$100.00	Per Permit
Temporary Use - Temporary Fire Apparatus Access Road (Maximum 120 Days)	\$1,000.00	Per Permit
Temporary Use and Operational - Temporary Fire Protection Water Supply (Maximum 120 Days)	\$200.00	Per Permit
Library Fees		
Library		
Collection Agency Fee	\$15.00	Per Account
Copy/Faxing Fee	\$0.15 - \$2.00	Per Page

Fee Schedule

Fee/Description	Amount	Unit of Measure
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Library Fees

Library

Daily Computer Pass	\$1.00	Per Day
DVD Case Replacement	\$2.00	Per Item
Library Card Replacement	\$1.00 - \$5.00	Per Card
Library Merchandise	\$0.10 - \$30.00	Per Item
Lost or Destroyed Items for Checkout - (Or Actual Cost of Item Plus Processing Fee	\$3.00 - \$100.00	Per Item
Missing Barcode	\$1.00	Per Item
Missing Insert	\$5.00	Per Item
Missing RFID Tag	\$1.00	Per Item
Overdue Fines - Beyond Books Collection	\$1.00	Per Day
Overdue Fines - Books & Audio Books	\$0.20	Per Day
Overdue Fines - DVDs	\$1.00	Per Day
Overdue Fines - Interlibrary Loans	\$2.00	Per Day
Printing	\$0.25	Per Page
Processing Fee	\$5.00	Per Item
Returned Check Fee (Will also Incur Bank Fee as Well)	\$25.00	Per Occurrence
Unclaimed Interlibrary Loan Fee	\$5.00	Per Item

Non-Resident

Library Card Fee	\$40.00	Per Application
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Fee Schedule

Fee/Description	Amount	Unit of Measure
License Fees		
License		
Background Check Fee for Peddlers and SOB Licenses	\$24.00	Per License
Business License	\$25.00	Processing Fee
	\$40.00	Annual
Rummage Sale	\$10.00	Per License
Sexually Oriented Business Application Fee	\$250.00	Per License
Sexually Oriented Business Annual Fee	\$600.00	Per License
Sexually Oriented Business Employee Application Fee	\$100.00	Per License
Sexually Oriented Business Employee Annual Fee	\$200.00	Per License
Special Event Business	\$15.00	Per Day
Liquor License		
Liquor License Application Fee (All Series)	\$250.00	Per License
Liquor License Issuance Fee (All Series)	\$500.00	Per License
Liquor License Annual Fee - Series 1 (In State Producer)	\$600.00	Per License
Liquor License Annual Fee - Series 3 (Microbrewery)	\$600.00	Per License
Liquor License Annual Fee - Series 6 (Bar)	\$600.00	Per License
Liquor License Annual Fee - Series 7 (Beer and Wine Bar)	\$400.00	Per License
Liquor License Annual Fee - Series 9 (Liquor Store)	\$400.00	Per License
Liquor License Annual Fee - Series 10 (Beer and Wine Store)	\$200.00	Per License
Liquor License Annual Fee - Series 11 (Hotel/Motel)	\$600.00	Per License
Liquor License Annual Fee - Series 12 (Restaurant)	\$600.00	Per License

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
License Fees		
Liquor License		
Liquor License Annual Fee - Series 13 (Domestic Farm Winery)	\$600.00	Per License
Liquor License Annual Fee - Series 14 (Private Club)	\$200.00	Per License
Special Event Liquor License	\$25.00	Per Day
Planning/Permitting		
Administrative		
Administrative Relief (Commercial)	\$460.00	Each
Administrative Relief (Residential - One Lot)	\$205.00	Each
Administrative Relief (Residential - Multiple Lots)	\$460.00	Each
Appeals	\$1,000.00	Each
Legal Nonconforming Status	\$130.00	Each
Manufactured/Modular Building	\$75.00	Each
Medical Marijuana Dispensary and Cultivation Permit	\$460.00	Each
Seasonal Sales Permit	\$180.00	Per Permit
Zoning Interpretation Letter	\$200.00	Each
Zoning Verification Letter	\$150.00	Each
4th Plan Review		50% of First Review Fee
Expedited Review Fee (Half the Time)		Double Standard Application Fee
Conditional Use Permit		
Conditional Use Permit (CUP)	\$1,250.00	Per Permit

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Planning/Permitting		
Conditional Use Permit		
CUP Extension		50% of Current Fee
CUP Unauthorized Use	\$2,500.00	Each
Fee		
Copies (8.5" x 11")	\$0.25	Per Page
Permit to Move a Building (Must also Pay Applicable Building Fees)	\$100.00	Per Application
General Plan & Specific Plan		
Major Text Amendment	\$2,050.00	Each
Major Map Amendment	\$2,050.00	Each
	\$70.00	Per Acre
Minor Text Amendment	\$1,425.00	Each
Minor Map Amendment	\$1,425.00	Each
	\$70.00	Per Acre
Miscellaneous		
Applicant Initiated Continuance	\$510.00	Each
Development Agreement	\$2,500.00	Each
Development Agreement Amendment	\$1,000.00	Each
Plat/Subdivision/Land Division		
Formation of Maintenance Improvement District	\$15.00	Per Lot
Preliminary Plat	\$1,785.00	Each

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Planning/Permitting		
Plat/Subdivision/Land Division		
Preliminary Plat	\$30.00	Per Lot
Preliminary Plat Extension		50% of Current Fee
Preliminary Plat Amendment		50% of Current Fee
Final Plat	\$995.00	Each
	\$9.00	Per Lot
Final Plat Amendment/Replat		50% of Current Fee
Minor Land Division	\$460.00	Each
Map of Dedication	\$360.00	Each
Pre-Application Meeting		
Team Pre-Application Meeting	\$300.00	Each
Planner Consultation	\$45.00	Per Hour
Public Notification Fees		
Required Publications		Local Publication Rate Provided by Applicant
Required Postings		Provided by Applicant
Required Property Owner Notifications		Provided by Applicant
Publication		
As-Builts	\$3.00	Per Sheet
	\$5.00	Per Disc
Design Manual	\$20.00	Each

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Planning/Permitting		
Publication		
Design Manual on CD	\$10.00	Each
Development Progress Map	\$20.00	Each
Documents Placed on CD	\$5.00	Each
General Plan	\$30.00	Each
General Plan Map	\$10.00	Each
Specific Area Plans/Other Plans	\$20.00	Each
Subdivision Ordinance	\$10.00	Each
Zoning Atlas	\$10.00	Each
Zoning Ordinance	\$30.00	Each
Rezoning		
Historic Avondale Infill Overlay District	\$500.00	Each
MSED District	\$1,785.00	Each
	\$70.00	Per Acre
Rezoning - Single-Family	\$1,425.00	Each
	\$70.00	Per Acre
Rezoning - Multi-Family	\$1,425.00	Each
	\$70.00	Per Acre
Rezoning - Non Residential	\$1,425.00	Each
	\$70.00	Per Acre
Rezoning PAD (Commercial/Residential)	\$1,785.00	Each

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Planning/Permitting		
Rezoning		
Rezoning PAD (Commercial/Residential)	\$70.00	Per Acre
Rezoning CC (City Center)	\$1,785.00	Each
	\$70.00	Per Acre
Zoning Ordinance Text Amendment	\$890.00	Each
Overlay District	\$1,250.00	Each
	\$70.00	Per Acre
Overlay District Extension		50% of Current Fee
PAD Extension or Amendment		50% of Current Fee
Sign Review		
Permanent Sign (Plan Review Fee + s.f. Cost)	\$30.00	Each
Permanent Sign (Electrical; Per Sign)	\$40.00	Each
Permanent Sign (Unauthorized Installation)		Double Applicable Fee
Temporary Sign	\$30.00	Each
Square Foot Cost: 0-31 s.f.	\$70.00	Each
Square Foot Cost: 32-47 s.f.	\$100.00	Each
Square Foot Cost: 48+ s.f.	\$155.00	Each
Comprehensive Sign Package	\$510.00	Each
Sign Permit Renewal	\$5.00	Per Permit
Site Plan/Design Review		
Site Plan/Design Review	\$2,375.00	Each

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Planning/Permitting		
Site Plan/Design Review		
Site Plan/Design Review	\$50.00	Per Acre
Site Plan/DR Amendment/Extension		50% of Current Fee
Design Review Application	\$250.00	Each
Single-Family House Product Plan Review	\$615.00	Flat Fee
Variance		
Variance - Residential	\$205.00	Each
Variance - Non Residential	\$1,070.00	Each
Un-Authorized Construction/Installation		Double Plan Fee
Police Fees		
Fee		
Alarm System Registration	\$25.00	Each
Alarm System Registration Renewal	\$25.00	Each
Archived Police Report - First 20 Pages	\$20.00	Per Report
Archived Police Report - Every Page After 20	\$0.80	Per Page
Archived Police Report - CD or Email	\$20.00	Per Report
Archived Rush Police Report - First 20 Pages	\$40.00	Per Report
Archived Rush Police Report - Every Page After 20	\$1.60	Per Page
Archived Rush Police Report - CD or Email	\$40.00	Per Report
Audio CD	\$10.00	Each

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Police Fees		
Fee		
Audio Recordings That Need to be Transcribed - Minimum of \$10.00	\$2.00	Per Minute
Redacted Body Camera Video on CD	\$35.00	Per Item
Crime Analysis or Statistical Research	\$30.00	Per Hour
	\$0.20	Per Page
False Alarm - 3rd Offense	\$150.00	Per Offense
False Alarm - 4th Offense	\$200.00	Per Offense
False Alarm - 5th Offense and Any Consecutive Offense	\$250.00	Per Offense
Fingerprint Fees - First 2 Cards	\$15.00	Per Set
Fingerprint Fees - Third or Additional Cards	\$5.00	Per Set
Redacted Photo on CD	\$35.00	Per Item
Rush Police Report Printed - First 20 Pages	\$20.00	Per Report
Rush Police Report Printed - Every Page After 20	\$0.80	Per Page
Rush Police Report - CD or Email	\$20.00	Per Report
Standard Police Report - First 20 Pages	\$5.00	Per Report
Standard Police Report - Every Page After 20	\$0.20	Per Page
Standard Police Report – CD or Emailed	\$5.00	Per Report
Vehicle Impound Release	\$150.00	Per Vehicle
Recreation Fees		
Recreation		
Baseball Mound Rental	\$25.00	Per Field

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Recreation Fees		
Recreation		
Bounce House Fee	\$10.00 - \$20.00	Per Rental
Conference Room Rental Deposit	\$100.00	Deposit
Day Trips	\$5.00 - \$250.00	Per Trip
Facility Rental Cleaning Fee	\$100.00	Per Rental
Field Allocation Application Fee	\$100.00 - \$200.00	Per Field
Field Preparation	\$25.00 - \$150.00	Per Reservation
Field Preparation Fee, Initial	\$50.00 - \$150.00	Per Each Custom Field
Special Event Application Fee	\$25.00 - \$30.00	Per Event
Field Preparation Fee, Additional	\$25.00 - \$50.00	Per Each Custom Field
Field Recovery Maintenance Fee	\$50.00	Per Field
Overnight (or Longer) Trips	\$50.00 - \$300.00	Per Trip
Park Use Fee - Corporate	\$500.00 - \$20000.00	Per Event
Pitching Mound Rental	\$25.00 - \$75.00	Per Field
Reservation, Administrative Fee	\$25.00 - \$200.00	Per Ongoing Allocation
Splash Pad Special Event	\$50.00 - \$200.00	Per Hour
Sports Programs	\$20.00 - \$525.00	Per Program
Temporary Fencing	\$50.00 - \$100.00	Per Field
Tournaments - Tournament Deposit	\$75.00 - \$700.00	Deposit
Tournaments - Cleaning Fee	\$250.00	Per Tournament
Tournaments - Tournament Staff	\$15.00 - \$20.00	Per Hour/Per Staff

Fee Schedule

Fee/Description	Amount	Unit of Measure
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Recreation Fees

Recreation

Non-Resident

Adult (Non-Senior) Activities / Classes	\$0.00 - \$175.00	Per Activity/Class
Park Vendor Permit Application Fee - Resident	\$25.00 - \$50.00	Per Event
Summer Program / Camps	\$25.00 - \$500.00	Per Day
Youth Activities / Classes	\$0.00 - \$175.00	Per Activity/Class
Conference Room Rental	\$30.00 - \$50.00	Per Hour
Facility Electricity Usage	\$10.00	Per Hour
Facility Rental	\$25.00 - \$60.00	Per Hour
Facility Rental - After Hours	\$50.00 - \$75.00	Per Hour
Field Reservation - Daytime	\$20.00 - \$40.00	Per Hour
Field Reservation - Prime Time (5pm to 10pm)	\$30.00 - \$60.00	Per Hour
Park Vendor Permit	\$150.00 - \$300.00	Per 6 Months
Special Events Vendor Permit - Private	\$25.00 - \$275.00	Per Event
Ramadas - Single	\$10.00 - \$100.00	Per Reservation
Ramadas - Double	\$10.00 - \$160.00	Per Reservation

Resident

Adult (Non-Senior) Activities / Classes	\$0.00 - \$150.00	Per Activity/Class
Park Vendor Permit Application Fee - Non-Resident	\$30.00 - \$60.00	Per Event
Summer Program / Camps	\$0.00 - \$200.00	Per Day
Youth Activities / Classes	\$0.00 - \$150.00	Per Activity/Class
Conference Room Rental	\$25.00 - \$45.00	Per Hour

FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Recreation Fees		
Recreation		
Resident		
Facility Electricity Usage	\$5.00	Per Hour
Facility Rental	\$15.00 - \$55.00	Per Hour
Facility Rental - After Hours	\$45.00 - \$65.00	Per Hour
Field Reservation - Daytime	\$10.00 - \$20.00	Per Hour
Field Reservation - Prime Time (5pm to 10pm)	\$15.00 - \$30.00	Per Hour
Park Vendor Permit	\$100.00 - \$250.00	Per 6 Months
Special Events Vendor Permit - Private	\$25.00 - \$250.00	Per Event
Ramadas - Single	\$5.00 - \$100.00	Per Reservation
Ramadas - Double	\$10.00 - \$150.00	Per Reservation
Senior Recreation		
Private Pay / Senior Meals	\$2.00 - \$10.00	Per Meal
Senior Activities	\$2.00 - \$100.00	Per Activity
Senior Program Transportation Fee	\$0.50 - \$10.00	Per Trip
Water/Sewer/Sanitation		
Fee		
Penalty for Late Payment and Lien for Unpaid Charges		1.5% of Unpaid Balance
Tampering with Water Meter Fine	\$100.00	Per Incident

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Fines - Civil - Initial Assessment		
Violation of the Sanitation Code	\$250.00	Per Violation
Fines - Criminal		
Violation of the Sanitation Code		Up to \$2,500 Per Violation
Sanitation		
Residential		
Collection of one refuse container weekly and one recyclables weekly and one uncontained monthly	\$20.00	Per Month
Collection of two refuse containers once weekly and one uncontained monthly	\$32.00	Per Month
Collection of one refuse container twice weekly and one uncontained monthly	\$40.00	Per Month
Sewer		
Administrative Fee		Per Bill
Residential		Per 1,000 Gallons
Multi Family		Per 1,000 Gallons
Mobile Home Park		Per 1,000 Gallons
Auto Steamcleaning		Per 1,000 Gallons
Bakery Wholesale		Per 1,000 Gallons
Bars without Dining		Per 1,000 Gallons
Car Wash		Per 1,000 Gallons
Department/Retail		Per 1,000 Gallons
Hospital and Convalescent		Per 1,000 Gallons

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Sewer		
Hotel with Dining		Per 1,000 Gallons
Hotel without Dining		Per 1,000 Gallons
Laundromat		Per 1,000 Gallons
Laundry, commercial		Per 1,000 Gallons
Markets with Garbage Disposal		Per 1,000 Gallons
Mortuaries		Per 1,000 Gallons
Professional Office		Per 1,000 Gallons
Repair Shop/Service Station		Per 1,000 Gallons
Restaurant		Per 1,000 Gallons
School and College		Per 1,000 Gallons
Sewer Miscellaneous		
Commercial		
Sewer Connection and Installation Fee	\$600.00	Each
Mobile Home		
Sewer Connection and Installation Fee	\$300.00	Each
Multi Family		
Sewer Connection and Installation Fee	\$300.00	Each
Outside City Limits		
Sewer Connection and Installation Fee		Double

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Sewer Miscellaneous		
Single Family		
Sewer Connection and Installation Fee	\$300.00	Each
Water		
Administrative Fee		Per Bill
3/4" Meter Fee		Per Month
1" Meter Fee		Per Month
1 1/2" Meter Fee		Per Month
2" Meter Fee		Per Month
3" Meter Fee		Per Month
4" Meter Fee		Per Month
6" Meter Fee		Per Month
8" Meter		Per Month
10" Meter		Per Month
Hydrant Meter Fee		Per Month
Non-Residential		
3/4" Meter - Usage Charge 1-8		Per 1,000 Gallons
3/4" Meter - Usage Charge 9-12		Per 1,000 Gallons
3/4" Meter - Usage Charge 13+		Per 1,000 Gallons
1" Meter - Usage Charge 1-20		Per 1,000 Gallons
1" Meter - Usage Charge 21-30		Per 1,000 Gallons

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Water		
Non-Residential		
1" Meter - Usage Charge 31+		Per 1,000 Gallons
1 1/2" Meter - Usage Charge 1-40		Per 1,000 Gallons
1 1/2" Meter - Usage Charge 41-60		Per 1,000 Gallons
1 1/2" Meter - Usage Charge 61+		Per 1,000 Gallons
2" Meter - Usage Charge 1-64		Per 1,000 Gallons
2" Meter - Usage Charge 65-96		Per 1,000 Gallons
2" Meter - Usage Charge 97+		Per 1,000 Gallons
3" Meter - Usage Charge 1-120		Per 1,000 Gallons
3" Meter - Usage Charge 121-180		Per 1,000 Gallons
3" Meter - Usage Charge 181+		Per 1,000 Gallons
4" Meter - Usage Charge 1-200		Per 1,000 Gallons
4" Meter - Usage Charge 201-300		Per 1,000 Gallons
4" Meter - Usage Charge 301+		Per 1,000 Gallons
6" Meter - Usage Charge 1-400		Per 1,000 Gallons
6" Meter - Usage Charge 401-600		Per 1,000 Gallons
6" Meter - Usage Charge 601+		Per 1,000 Gallons
8" Meter - Usage Charge 1-640		Per 1,000 Gallons
8" Meter - Usage Charge 641-960		Per 1,000 Gallons
8" Meter - Usage Charge 961+		Per 1,000 Gallons
10" Meter - Usage Charge 1-920		Per 1,000 Gallons

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Water		
Non-Residential		
10" Meter - Usage Charge 921-1,380		Per 1,000 Gallons
10" Meter - Usage Charge 1,381+		Per 1,000 Gallons
Usage Charge Hydrant		Per 1,000 Gallons
Residential - Multi-Family		
3/4" Meter Fee (47% of 3/4" Meter Single Family Charge)		Per Month
Usage Charge 0-1.88		Per 1,000 Gallons
Usage Charge 1.89-3.76		Per 1,000 Gallons
Usage Charge 3.77-5.64		Per 1,000 Gallons
Usage Charge 5.65+		Per 1,000 Gallons
Residential - Single Family		
Usage Charge 1-4		Per 1,000 Gallons
Usage Charge 5-8		Per 1,000 Gallons
Usage Charge 9-12		Per 1,000 Gallons
Usage Charge 13+		Per 1,000 Gallons
Water Meter Fees		
Commercial		
3/4" Meter Installation Fee - City Install	\$550.00	Each
	\$175.00	Additional Paving Repairs
1" Meter Installation Fee - City Install	\$630.00	Each

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Water Meter Fees		
Commercial		
1" Meter Installation Fee - City Install	\$175.00	Additional Paving Repairs
1 1/2" Meter Installation Fee - City Install	\$850.00	Each
	\$175.00	Additional Paving Repairs
3/4" Meter Installation Fee - Contractor Install	\$540.00	Each
	\$175.00	Additional Paving Repairs
1" Meter Installation Fee - Contractor Install	\$620.00	Each
	\$175.00	Additional Paving Repairs
1 1/2" Meter Installation Fee - Contractor Install		Actual Costs Plus 10%
	\$175.00	Additional Paving Repairs
Outside City Limits		
Meter Installations		Additional 25% on Fees by Type/Size
Residential		
3/4" Meter Installation Fee - City Install	\$450.00	Each
	\$175.00	Additional Paving Repairs
1" Meter Installation Fee - City Install	\$530.00	Each
	\$175.00	Additional Paving Repairs
1 1/2" Meter Installation Fee - City Install	\$750.00	Each
	\$175.00	Additional Paving Repairs
3/4" Meter Installation - Contractor Install	\$440.00	Each
	\$175.00	Additional Paving Repairs

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Water Meter Fees		
Residential		
1" Meter Installation Fee - Contractor Install	\$520.00	Each
	\$175.00	Additional Paving Repairs
1 1/2" Meter Installation Fee - Contractor Install		Actual Costs Plus 10%
	\$175.00	Additional Paving Repairs
Water Miscellaneous		
Backflow Permit Fee	\$50.00	Each
Commercial Water Security Deposit	\$300.00	Each
Environmental Fee	\$1.00	Per Month
Hydrant Meter Installation Fee	\$50.00	Each
Hydrant - Security Deposit	\$1,000.00	Deposit
Locked Meter Reinstallation Fee	\$2.00	Each
Residential Water Security Deposit - Resides at Location (If Paid at Opening of Account)	\$175.00	Each
Residential Water Security Deposit - Resides at Location (If Paid in Installments)	\$200.00	Each
Residential Water Security Deposit - Resides at Location (If Paid After Delinquency)	\$250.00	Each
Residential Water Security Deposit - Does Not Reside at Location	\$250.00	Each
Water Meter Testing Fee (Based on Actual Cost)	\$5.00 - \$1000.00	Each
Water Turn-On Fee	\$60.00	Each
Water Turn-On Fee (After Disconnect)	\$60.00	Each
Water Turn-On Fee (Same-Day)	\$100.00	Each



FY 2020 Rates & Fees Schedule

Fee Schedule

Fee/Description	Amount	Unit of Measure
Water/Sewer/Sanitation		
Water Miscellaneous		
Water Turn-On Fee (Temporary Realtor Inspection)	\$100.00	Each

EXHIBIT C
TO
RESOLUTION NO. 3557-619

[Financial Policies]

See following pages.

Policies, Process and Budget Development

Fiscal accountability is the primary objective for City of Avondale officials and staff in developing the annual budget. The Council's goal of ensuring the City's long term financial stability guides the budget process each year. Once adopted, the budget serves as the financial plan for the fiscal year. The budget matches the financial, material, and human resources available with the requirements to complete the work plan set by the City Council. It also includes information about the organization and identifies the policy direction under which the budget was prepared. The budget is the City's means of planning and reporting what it intends to do with its financial resources and ensure that those dollars are spent as wisely and efficiently as possible.

The budget process allows City staff to review City Council goals and objectives in a formal setting, determine what will be required to meet those objectives, develop an implementation plan, and share that information with citizens and decision-makers. The budget process for the City of Avondale is designed to meet the citizens' needs for information and communication and the decision makers' needs for information and input from citizens on their desired blend of services while meeting the requirements of Arizona Budget Law.

This section will discuss the process that the City of Avondale undertakes to prepare and execute the budget. The key steps in this process are: 1) building upon foundational fiscal policies; 2) financial forecasting and projections as well as factoring in operational impacts; 3) City department planning and evaluation; 4) and finally budget adoption and monitoring.

Legal Requirements, Financial Policies and Budgetary Accounting

The City's fiscal year is set by State law and runs from July 1st through June 30th of each year. Arizona state law also requires that cities in Arizona adopt a tentative budget annually which establishes the maximum level of expenditure for the fiscal year. The expenditure limitation for state and local governments is set by Arizona Constitution and is based on actual local revenues for the fiscal year 1979-1980. Adjustments to the base are calculated annually by the Economic Estimates Commission (EEC) based on inflation and population growth. However local voters have the ability to approve alternative limitations which allow utilization of all available resources. Since 1981, the Avondale voters have approved an alternative expenditure limitation, known as "Home Rule" which sets the maximum expenditure limit annually at tentative budget adoption. The most recent approval as stated in the City Manager's message occurred in August of 2016. The City includes all funds within its expenditure limit and are therefore all considered appropriated funds.

The budget process is subject to both statutory and City Charter deadlines. The City Charter requires that the Council be presented with the City Manager's budget estimates by the first of June. Arizona statutes requires that budget estimates and property tax information be published in a newspaper of general circulation or be mailed to all residents; estimates must also be posted prominently on the City's website. Statutes also require that any changes in City fees or charges be posted at least sixty days prior to Council consideration. Property tax increases require public notification through Truth in Taxation requirements which is set by statute as well. The final budget adoption must occur as stipulated by statute prior to the levy of property taxes.

The financial policies and budget development process are designed to meet all the regulatory requirements while also providing sound financial management and timely information for Avondale stakeholders.

Policies, Process and Budget Development

Financial Policies

Sound financial, budgetary and economic principles are part of creating a solid financial plan. Avondale's budget incorporates the following long-term and short-term financial policies and guidelines for managing revenues, expenditures, fund balance and net position, capital planning, and debt management. In addition, proper accounting is the complement to budgeting; the accounting principles the City follows are also included in this section.

Revenues

- Enterprise fund revenues, in total, will provide for each enterprise to be financially self-sustaining.
- Property tax levies will be set at a level to minimize the impact on Avondale property owners. The secondary property tax rate will be set at an amount that when combined with the primary property tax rate will not be more than \$2.00 per \$100 of assessed valuation.
- Rates, fees and charges will be evaluated annually for appropriate recovery rates based on the purpose of the fee or charge.
- Rates and fees that are not set within the Avondale Municipal Code will be reviewed and established annually by resolution as part of the budget adoption.

Expenditures and Budget Control

- Central service costs will be evaluated and indirect rates/administrative charges calculated annually according to Federal guidelines.
- Mid-year budget requests that require commitment of ongoing resources will be kept to a minimum to minimize the impact on future budgets.
- All departments are responsible for ensuring that expenditures do not exceed their approved budget.
- Transfer of general fund contingency appropriation requires City Council approval. Transfers of contingency in all other funds require City Manager approval.
- Requests for carryover appropriation must be submitted no later than April 1st of the current budget year to ensure proper evaluation time.
- If unexpected resources are secured after budget adoption, departments must not expend any of the funds without appropriation.
- Transfers of appropriation between funds or functional groups require City Council authorization.
- Transfers of appropriation from personal services (salaries, wages and benefits) line items require City Manager approval.

Policies, Process and Budget Development

- Transfers of appropriation from Council approved supplemental requests require justification and City Manager authorization.
- Transfers of appropriation from Council approved carryovers require justification and City Manager authorization.
- Department heads are authorized for all other transfer types between divisions and category of expenditures within the same fund and function.

Capital Planning

- A Capital Improvement Plan (CIP) shall be developed for a five-year period to allow for appropriate planning.
- The CIP shall be reviewed each year by the Capital Improvement Plan Citizen's Committee.
- The CIP must satisfactorily address all legal and financial limitations and maintain the City's favorable investment ratings.
- The impact of capital projects (maintenance costs, staffing, etc.) on the operating budget should always be an important consideration when evaluating projects for inclusion in the CIP.
- Capital projects should:
 - Support City Council goals and objectives and be consistent with the City of Avondale's General Plan and approved infrastructure improvements plan (IIP).
 - Prevent the deterioration of the City's existing infrastructure and protect its investments in parks, streets, buildings and utilities.
 - Encourage and sustain economic development in Avondale.
 - Respond to and anticipate future growth in the City.
 - Increase the efficiency and productivity of City operations.
 - Capital projects constructed in response to residential or commercial development should be financed through development fees.
 - Where appropriate, capital projects should take maximum advantage of improvements provided by other units of government.
- Major changes to the CIP of \$50,000 or more require City Council review and authorization.
- Transfers of appropriation in the CIP of under \$50,000 are allowed where funding is available and allowable for intended use.

Fund Balance and Net Position Policies

- The City classifies and reports fund balances in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*
- The Council has the authority to set aside funds for a specific purpose. Any funds set aside as committed fund balance requires the passage of a resolution by a simple majority vote of the Council prior to June 30th of the applicable fiscal year.

Policies, Process and Budget Development

- The City Manager, or his authorized designee, has the authority to assign funds for specific purposes. Any funds set aside as assigned fund balance must be reported to the Council at an upcoming regular meeting and recorded in the minutes.
- The Council shall establish and maintain a stabilization fund as a committed fund balance in the General Fund of no less than 35 percent (35%) of budgeted General Fund expenditures and transfers out of the prior fiscal year to provide a comfortable margin of safety for natural disasters, urgent events, revenue shortfalls or budget deficits.
- Net position in the Water and Wastewater Funds shall be maintained at a minimum of nine (9) months of operating expenditures plus five percent (5%) of the value of assets excluding accumulated depreciation. All other Enterprise Funds shall be maintained at a minimum of four (4) months of operating expenditures plus the amount required to meet the annual debt service requirements.

Debt Management

- Long-term debt shall not be issued to finance ongoing operations.
- Short-term borrowing or lease purchase contracts should only be considered for financing major operating capital equipment when it is determined to be in the City's best financial interest.
- The City's capacity to issue new General Obligation (G.O.) debt will be projected annually with the budget process.
- General obligation debt will not be issued if the secondary property tax rate when combined with the primary rate will exceed \$2.00 per hundred dollars of assessed valuation.
- Water and sewer revenue debt will be issued to avoid using the City's G.O. bond capacity.
- Net water and sewer operating revenue will exceed 1.25 times the maximum annual water/sewer revenue bond debt service cost. This coverage ratio ensures the City will be able to sell bonds at a reasonable rate.
- Bonds which pledge excise taxes will be issued only when actual annual excise tax collections are at least three (3) times the maximum annual debt service.

Additional information on debt and bond types issued by the City is included in the capital improvement plan section of this document.

Accounting Principles and Budgets

Annually, the City of Avondale Finance and Budget Department publishes a financial document related to the City budget called a Comprehensive Annual Financial Report (CAFR). It presents the status of the City's financial position, changes in financial position, and changes in cash flow, as applicable, of the City's governmental funds, proprietary funds and fiduciary funds in accordance with U.S. "generally accepted accounting principles" (GAAP) adopted by the Governmental Accounting Standards Board. The GASB is the recognized standard-setting body for establishing governmental accounting and reporting principles.

Policies, Process and Budget Development

In accordance with GASB, the governmental fund types (General, Special Revenue, Debt Service, and Capital Project Funds) are prepared on a modified accrual basis. In these funds, expenditures are recorded when the related fund liability is incurred, and revenues are recognized only when they are measurable and available. The proprietary fund types (Internal Service and Enterprise Funds) are prepared on an accrual basis of accounting. In these funds, expenses are recognized when they are incurred and revenues are recognized when they are earned by the City (e.g., water user fees are recognized as revenue when service is provided). The CAFR includes a budgetary comparison for all major governmental funds.

The City of Avondale uses a fund-based budget, meaning that the accounts of the City are organized on the basis of funds. Each fund is considered a separate entity accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance/net position, revenues and expenditures/expenses. For all funds, the budget, or appropriations, lapse on June 30th. Any unspent appropriations required in the subsequent fiscal year are estimated and re-appropriated as carryover budgets in each respective fund.

In most cases, the City conforms to GASB principles when preparing its budget. Exceptions are made where it would be impractical or inappropriate to budget using accounting requirements. Some of the more significant differences follow:

- Compensated absence liabilities (e.g., sick and vacation leave) are recorded as expenses within the Enterprise Funds when earned by employees (GAAP) as opposed to being expensed when paid (Budget).
- Capital outlays within the Enterprise Funds are recorded as assets on a GAAP basis and expenses on a budget basis.
- Principal payments on debt obligations of the Enterprise funds are recorded as a reduction of liability on a GAAP basis and expensed on a budget basis.
- Depreciation expense is recorded on a GAAP basis only.

Policies, Process and Budget Development

Budget Development

The budget process for the City of Avondale is actually an ongoing process throughout the year but typically preparations for the next fiscal year begin in August of each year; soon after the completion and adoption of the current fiscal year's budget. The Finance and Budget Department begins with the review of major revenue sources, rate and fee structures, the cost of central services, the proposed capital improvement program, and financial plans.

The City Council's goals and objectives guide the budget-making process. During the course of the year, new initiatives for services, new regulations, new funding sources, better methods for providing existing services, and new concerns are brought forward by citizens and staff to the City Council or to a board or commission for discussion, study, or implementation. City boards and commissions spend time throughout the year developing plans for new or enhanced programs to be included in the following year's budget proposal. At the Council's discretion, these new ideas can be incorporated into the City's plan and implemented through the budget process.



Financial Projections & Operational Impacts

In order to develop a budget, the City must first determine the amount of money it will have to work with. Since budgeting is a plan of how the City will utilize money it has yet to receive, projecting and forecasting must be done. Staff develops projections each year for each type of revenue the City receives and identifies recurring, reliable sources and the more volatile sources. These projections take into consideration historical trends, anticipated growth, economic conditions, new rates and fees and a number of other factors. For example, development related revenues such as building permits, construction sales tax system development charges, and requests for new water service connections are all based on assumptions about what development will do in Avondale during the coming year. These types of revenues are not considered recurring, reliable sources since development has repeatedly proven to be cyclical in nature. Revenue estimates are made cautiously since estimating recurring revenues too high may result in setting a budget that will not be supported by future revenues. Onetime and non-recurring sources are planned for use on capital outlay, one-time programs and ensuring adequate reserves for unplanned or unforeseen events. Each year, City fees and charges are reviewed and those which do not require a specific public hearing are reaffirmed or modified by resolution as part of the budget adoption.

In addition to forecasting revenues, staff evaluates current services and identifies issues to be addressed during budget development hearings. Primary factors considered by staff in making recommendations include:

- Relevant federal, state or City regulations or needs that affect services provided by a department.
- Council position, policy statement, or general consensus regarding a service.

Policies, Process and Budget Development

- Service deficiencies that have been identified through complaints, observations, or citizen survey data.
- Demographics, neighborhood data, or trends in demand for services.
- Special interest, neighborhood or professional group input or request for service.
- Special studies or reports that have identified a need for a service.
- Annual equipment assessments and inventories, which have identified a deficiency.

The City Council conducts a Strategic Planning budget work session in November or December to give policy direction for development of the budget. The Council also sets priorities and goals at this meeting. These goals give the overarching direction for the City's operation for the next year and in turn guide how funds will be spent. Once that is completed, staff turns its attention to turning that direction into numbers on paper. Factors that will play into budget planning at this point include:

- Review of the base budget or ongoing expenditures, including general operations, routine maintenance, employee compensation and utilities and any required adjustments.
- The cost of employee salaries is the largest expenditure in the city budget. Therefore, careful attention is given to step increases, cost-of-living adjustments, or any other major change in the employee salary schedule.
- Changes in employee fringe benefits, such as changes affecting vacation policy, overtime, holidays, uniform allowances, health insurance, and sick leave affect expenditures.
- Known cost factors including such items as postal rate increases, social security costs, contribution rates to employee pension and retirement funds, and other similar costs.
- Required elements of the budget such as insurance costs, utility costs, and vehicle maintenance costs are developed.
- Capital projects that have been recommended by facility plans or special area land-use plans, or that have been requested by citizens.
- A price list is developed for anticipated costs on items in the general category of supplies and contractual services. This list includes costs for any anticipated major capital expenditures because expenditures of this nature usually require a considerable amount of budget planning. Cost factors in this area tend to be more susceptible to inflation.
- General economic fluctuations can be one of the most difficult considerations when preparing a budget. In recent years even the best economists have encountered difficulty in predicting the performance of the economy. Also, any local event significantly impacting the local economy is taken into consideration. The failure or inability to conservatively consider projected economic activity can cause significant financial problems.

Policies, Process and Budget Development

An analysis of revenue sources and budgets by fund type is included in the Budget Summary section, highlighting the relationship between the revenue sources and expenditures.

In February, citizen input is obtained through a Capital Improvement Plan (CIP) Committee, a group comprised of appointed citizens, and from constituents that contact the Council and city management directly. These large infrastructure projects have some of the greatest impact on the quality of life for citizens in Avondale because they affect service delivery and impact spending and bonding ability in large amounts. The CIP Committee and city residents alert staff about infrastructure development and renovation needs, essential quality of life enhancements, and environmental and historic preservation issues that should be addressed in the capital plan. As well as determining what projects will be funded for the upcoming fiscal year, the Committee has oversight over the use of dedicated sales taxes intended to retire bond debt and can impact the budget process through decisions made regarding those funds.

Departmental Planning & Preparation

Departments are formed on the basis of compatible services and are the highest level of organizational unit within the City. Every department sets objectives that they will strive to accomplish during the next budget year. Each objective is tied to a goal that the City Council has set. By working toward these goals, the various City departments make short-term progress toward the long-term vision that the Council has for the City. Budgets are allocated by departments in such a way that they will have the resources required to meet their objectives.

Each department reviews their base budget and realigns budget line items as necessary to match actual expenditure patterns. Departments may also submit a request for increased funding for a new or existing service or program when circumstances warrant it, referred to as a *supplemental request*. Rising costs of inflation and service provision, an increase in demand for services, maintenance costs tied to new facilities, and fulfilling requirements set by other governing bodies that the City is subject to are a few examples of reasons why a department may submit a supplemental funding request.

As with the revenue estimates, fiscal prudence demands that expenditure estimates be as accurate as possible. Departments submit their budget to the Finance and Budget Department for review. Budget analysts review the budgets in detail, checking for the accuracy and reasonableness of projections, and ensuring that all required elements of the budget are correct. The analysts then conduct a technical review with each department to gain a comprehensive understanding of their approach and to quantify their numbers. Adjustments may be made if new efficiencies are developed or historical data suggests that funding levels can be adjusted without harming service levels. The department's requests are reviewed by the City Manager who has the final say on whether the Department's entire budget request will be recommended to Council or if other avenues need to be explored to address supplemental requests.

Once the initial budget analysis is completed, each department meets with the City Manager who reviews the budget with department staff to be sure that planned activities are in line with Council goals and objectives. The Finance and Budget Department staff then develops a budget document to present to the public, Mayor, and City Council for review and adoption.

Budget Adoption, Monitoring and Evaluation

Policies, Process and Budget Development

While the City Charter requires that the City Manager present his estimated budget by the first of June, usually by early April, the City Manager's Proposed Budget is delivered to the City Council and reviewed in budget work session. In this public meeting the Council is able to review the proposal and ask staff questions regarding the budget to ensure to their satisfaction that it will carry out their goals as intended. Feedback and direction from the Council is then integrated into the proposed budget and redelivered as the Tentative Budget Proposal in mid-May. Arizona state law requires that the cities publish a notice advising its citizens of the budget proposal for two consecutive weeks before final adoption. A public hearing is then held to discuss the final budget and then a special meeting is convened wherein the budget is adopted as final by the City Council.

In the months following the adoption of the budget, incoming revenues are monitored regularly and compared to the budget projections. Department expenditures are also tracked against what has been budgeted.

When circumstances warrant it, the City Manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within a department or fund. At the request of the City Manager, the Council may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures from one department or fund to another.

Quarterly operating reports are prepared that provide the status of revenues and expenditures compared to the budget and details reasons for variances; updates the status of each department's work plan and the capital improvement program; and provides information on the status of the City's investments.

The final evaluation of the budget is conducted at the close of the fiscal year when the aforementioned CAFR is prepared which reports on the financial position of the City. During the budget process, this financial record is used to compare the projections of revenues and expenditures made during the prior fiscal year to the actual revenues and expenditures for a given fiscal year. Current year and future year assumptions about revenues and expenditures may be changed depending on how close projections were to actual figures.

The calendar of budget related events is presented on the following pages and includes references to the appropriate legal authority or requirement.