1. Town Council - Agenda
   Documents:
   
   2019_05_28_CC_RG_AG.PDF

2. Town Council - Packet
   Documents:
   
   2019_05_28_CC_RG_PK2.PDF

3. Town Council - CDBG Street Improvement Contract
   Documents:
   
   CDBG CONTRACT FULL.PDF
A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS


   b. Presentation by Pete Gordon, Fire Staff Officer (Fire Chief), Prescott National Forest and Rick Chase, Fire Marshal/PIO, Central Arizona Fire and Medical Authority, regarding living in the wildland urban interface.

3. CALL TO THE PUBLIC

   Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

   Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.
5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019. (Joe Duffy, Finance Director)

b. Consideration and possible action to adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. (Joe Duffy, Finance Director)

c. Consideration and possible action to adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve Resolution No. 2019-1140, approving a Tentative Budget for the fiscal year 2019-2020 and proposed expenditure limitation for the same year, in the amount of $27,976,800 and setting a public hearing date of June 25, 2019 on the tentative budget and adoption of the final budget. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 2019-1140, approving a Tentative Budget and proposed expenditure limitation for FY 2019-2020, in the amount of $27,976,800 and setting June 25, 2019, as the date for the public hearing on the tentative budget and for adoption of the


c. Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Vacations Policy #700 revisions, dated May 28, 2019. (Laura Kyriakakis, Human Resources Director)


d. Consideration and possible action to approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34. (Scott Bruner, Community Services Director)

Recommended Action: Approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34

e. Consideration and possible action to award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley Community Development Block Grant (CDBG) Street Improvements project in the amount of $479,499.99. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley CDBG Street Improvements project in the amount of $479,499.99.

f. Consideration and possible action to approve using $300,000 out of the Town's General Fund Contingency Account to reduce the PSPRS unfunded liability amount. (Joe Duffy, Finance Director)

Recommended Action: Approve using $300,000 from FY 2018/2019 Contingency Funds to reduce the PSPRS unfunded liability.
g. Consideration and possible action to adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License. (Andrew McGuire, Town Attorney)

Recommended Action: Adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 23rd day of May, 2019.

By: Jami C. Lewis, Town Clerk

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk’s Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _______________ Time: _______________ By: ____________________

Jami C. Lewis, Town Clerk

Agenda–Council Regular May 28, 2019 Page 4
Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
TUESDAY, MAY 28, 2019
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

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Recommended Action: Approve Resolution No. 2019-1140, approving a Tentative Budget and proposed expenditure limitation for FY 2019-2020, in the amount of $27,976,800 and setting June 25, 2019, as the date for the public hearing on the tentative budget and for adoption of the


c. Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Vacations Policy #700 revisions, dated May 28, 2019. (Laura Kyriakakis, Human Resources Director)

**Recommended Action:** Approve the revised Vacations Policy #700, dated May 28, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

d. Consideration and possible action to approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34. (Scott Bruner, Community Services Director)

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**Recommended Action:** Award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley CDBG Street Improvements project in the amount of $479,499.99.

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Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 
as the standard forms for the Town for Uniform Video Services Application/Affidavit and 
Uniform Video Services License. (Andrew McGuire, Town Attorney)

Recommended Action: Adopt the forms of Uniform Video Service Application/Affidavit and 
Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for 
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After the Executive Session, Council will reconvene the Regular Meeting.

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CERTIFICATION OF POSTING

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Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: ____________________  Time: ____________________  By: ____________________

Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Proclamation declaring June 8, 2019, as *Marine Corps League Day*, sponsored by the Marine Corps League.

Attachments

Proclamation
PROCLAMATION

Marine Corps League Day – June 8, 2019

In Support of the 48th Annual
Marine Corps League State Convention

Whereas, citizens and staff of the Town of Chino Valley support the commitment and dedication of the men and women who served and continue to serve in the United States Marine Corps; and

Whereas, the Marine Corps League provides services and assistance to veterans of all branches of the Armed Forces of the United States by volunteering at local Veteran’s hospitals and facilities, participating in memorials, parades and other patriotic activities and programs; and

Whereas, the Marine Corps League, along with the Military Order of Devil Dogs, has developed the Veterans’ Sports Court Facility to promote recreation and rehabilitation for severely injured veterans; and

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, do hereby proclaim June 8, 2019 as Marine Corps League Day in Chino Valley, Arizona, and urge all of our citizens to recognize this observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 28th day of May 2019.

Darryl L. Croft, Mayor

ATTEST: Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Presentation by Pete Gordon, Fire Staff Officer (Fire Chief), Prescott National Forest and Rick Chase, Fire Marshal/PIO, Central Arizona Fire and Medical Authority, regarding living in the wildland urban interface.

Attachments

No file(s) attached.
AGENDA ITEM TITLE:
Consideration and possible action to designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019.

RECOMMENDED ACTION:
Approve and designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019.

SITUATION AND ANALYSIS:
As required by Arizona Revised Statutes 41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

<table>
<thead>
<tr>
<th>Fiscal Impact</th>
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</tr>
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<tbody>
<tr>
<td>If Yes, Budget Code:</td>
<td>Available:</td>
</tr>
<tr>
<td>Funding Source:</td>
<td></td>
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</table>

**Attachments**

*No file(s) attached.*
AGENDA ITEM TITLE:
Consideration and possible action to adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

RECOMMENDED ACTION:
Adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020 and setting a date for the public hearing on the proposed statements and estimates for June 30, 2020.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: Available:
Funding Source:
Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments
RES 2019-1139 SLID Tent. Budget
RESOLUTION NO. 2019-1139


WHEREAS, the provisions of ARIZ. REV. STAT. § 48-616 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to levy taxes upon all property in a municipal street lighting improvement district to pay the annual expenses of said districts; and

WHEREAS, the Town Council shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3, Arizona Revised Statutes; and

WHEREAS, the Town Council desires to approve said statements and estimates for Fiscal Year 2019/2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The proposed statement and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2019/2020, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

SECTION 3. The Town Clerk is authorized and directed to: (i) make available the statement and estimates of expenses for inspection, not later than seven days after the date of this Resolution, at the Chino Valley Public Library, at the Chino Valley Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement and estimates of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Chino Valley Public Library and the Chino Valley Town Hall, and the website where the statement and estimates of expenses may be found.

Resolution No. 2019-1139 May 28, 2019
3521832.1
SECTION 4. A public hearing and special meeting to approve the statement and estimates and final budgets of the Districts shall be set for the 25th day of June 2019.

SECTION 5. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 6. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

Darryl L Croft, Mayor

Jami C. Lewis, Town Clerk

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1139 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that a quorum was present thereat and that the vote thereon was ___ ayes and ___nays and ___ abstentions. ___ Council members were absent or excused.

Jami C. Lewis, Town Clerk
EXHIBIT A
TO
RESOLUTION 2019-1139

[Statement of Estimates and Expenses]

See following page.
## Statement of Estimates and Expenses

**Fiscal Year - 2019/2020**

<table>
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<tr>
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</tbody>
</table>
AGENDA ITEM TITLE:
Consideration and possible action to adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019.

RECOMMENDED ACTION:
Adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019.

SITUATION AND ANALYSIS:
Per A.R.S. § 16-642(A), the results of an election must be adopted by Council not less than 6 nor more than 20 days after the election. Although a resolution is not required, Town Councils have traditionally adopted one for record-keeping purposes.

The special election had two measures on the ballot: (1) a question authorizing the Town to establish a primary property tax to fund a road construction and maintenance program; and (2) a question to allow the Town purchase private and public water distribution systems within five miles of town limits.

Yavapai County Elections should have the unofficial results of the election by Wednesday, May 22. We will receive the unofficial final results on Friday, the day after this packet is published. We will provide the updated resolution some time before the meeting with the final numbers. If for some reason, the County is unable to provide the unofficial final results by the time of this meeting, Council will need to continue this item to a special meeting to be held no later than June 10. If certain circumstances keep the County from being able to provide those results by June 10, state law provides guidelines for further postponements (A.R.S. § 16-642(C)).

Other Pertinent Documents Available Upon Request:

Fiscal Impact
Attachments

Res 2019-1138 Special Election
RESOLUTION NO. 2019-1138


WHEREAS, the Town of Chino Valley, Arizona, held a special election on May 21, 2019, to consider approval of: (i) Question 1, establishing a primary property tax to fund a Road Construction and Maintenance Program for the Town of Chino Valley; and (ii) Question 2, authorizing the Town of Chino Valley to acquire public and/or private water systems within five miles of Town limits; and

WHEREAS, the election returns were certified by the Yavapai County Elections Director and the Yavapai County Recorder; and

WHEREAS, the election returns have been presented to and have been canvassed by the Mayor and Common Council of the Town of Chino Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The total number of ballots cast at said special election, as shown by the poll lists or reported by the county, was 2,976.

SECTION 2. That the number of ballots rejected was 17.

SECTION 3. Ballot Question 1

1. The votes cast for Ballot Question 1, establishing a primary property tax to fund a Road Construction and Maintenance Program for the Town of Chino Valley were as follows:

   Yes .................................................. 789
   No ..................................................... 2,157

2. It is hereby found, determined and declared of record, that Ballot Question 1, establishing a primary property tax for a road construction and maintenance program for the Town of Chino Valley did not receive a majority of the total number of valid votes cast for this item and the tax sought to be authorized thereby shall not be established.

SECTION 4. Ballot Question 2

1. The votes cast for Ballot Question 2, permitting the Town of Chino Valley to acquire private and/or public water systems within five miles of Town limits were as follows:

   Yes .................................................. 1,249
   No ..................................................... 1,687

2. It is hereby found, determined and declared of record, that Ballot Question 2, authorizing the Town of Chino Valley to acquire private and/or public water systems within five
miles of Town limits did not receive a majority of the total number of valid votes cast for this item and the authorization sought thereby was not granted.

SECTION 5. This resolution shall be in full force and effect immediately upon its adoption.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

______________________________
Darryl L. Croft, Mayor

ATTEST:

______________________________
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1138 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

______________________________
Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve Resolution No. 2019-1140, approving a Tentative Budget for the fiscal year 2019-2020 and proposed expenditure limitation for the same year, in the amount of $27,976,800 and setting a public hearing date of June 25, 2019, on the tentative budget and adoption of the final budget.

RECOMMENDED ACTION:
Move to approve Resolution No. 2019-1140, approving a Tentative Budget and proposed expenditure limitation for FY 2019-2020, in the amount of $27,976,800 and setting June 25, 2019, as the date for the public hearing on the tentative budget and for adoption of the final budget for FY 2019-2020.

SITUATION AND ANALYSIS:
At the Council Meeting on May 21, 2019, staff presented the tentative budget draft to Council for consideration for FY 2019-2020. The tentative budget establishes a limitation on expenditures for the proposed fiscal year.

The Resolution directs the Town Clerk to publish the Tentative Budget as required by law. To that end, the Tentative Budget will be published once a week for two consecutive weeks following the adoption of the Tentative Budget.

The Tentative Budget will be made available for public inspection at Town Hall, the library and is published on the town website.

The Resolution also sets a date for the public hearing on the tentative budget to be held on June 25, 2019, after which the final budget may be adopted.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code:
Available:
Funding Source:
Sets the Expenditure Limit for Fiscal Year 2019/2020

Attachments
State Budget Forms
OFFICIAL BUDGET FORMS

Town of Chino Valley

Fiscal Year 2020
Town of Chino Valley

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Fiscal Year 2020

Resolution for the Adoption of the Budget
Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses
Schedule B—Tax Levy and Tax Rate Information
Schedule C—Revenues Other Than Property Taxes
Schedule D—Other Financing Sources/<Uses> and Interfund Transfers
Schedule E—Expenditures/Expenses by Fund
Schedule F—Expenditures/Expenses by Department (as applicable)
Schedule G—Full-Time Employees and Personnel Compensation
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<td>Total Financial Resources Available</td>
<td>E</td>
<td>15,898,401</td>
</tr>
<tr>
<td></td>
<td>Budgeted Expenditures/Expenses</td>
<td>E</td>
<td>11,099,400</td>
</tr>
</tbody>
</table>

### EXPENDITURE LIMITATION COMPARISON

<table>
<thead>
<tr>
<th>Step</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Budgeted expenditures/expenses</td>
<td>$24,525,200</td>
</tr>
<tr>
<td>2.</td>
<td>Add/Subtract: estimated net reconciling items</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Budgeted expenditures/expenses adjusted for reconciling items</td>
<td>$24,525,200</td>
</tr>
<tr>
<td>4.</td>
<td>Less: estimated exclusions</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Amount subject to the expenditure limitation</td>
<td>$24,525,200</td>
</tr>
<tr>
<td>6.</td>
<td>EEC expenditure limitation</td>
<td>$</td>
</tr>
</tbody>
</table>

---

* The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

** Includes Expenditure/Expense Adjustments Approved in the 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 on 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).
# Town of Chino Valley
## Tax Levy and Tax Rate Information
### Fiscal Year 2020

1. **Maximum allowable primary property tax levy.**
   
   A.R.S. §42-17051(A)
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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)
   
<table>
<thead>
<tr>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

3. **Property tax levy amounts**
   
   A. **Primary property taxes**
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

   B. **Secondary property taxes**
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

   C. **Total property tax levy amounts**
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. **Property taxes collected**
   
   A. **Primary property taxes**
   
   (1) **Current year's levy**
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   (2) Prior years' levies
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   (3) **Total primary property taxes**
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   B. **Secondary property taxes**
   
   (1) **Current year's levy**
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   (2) Prior years' levies
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   (3) **Total secondary property taxes**
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

   C. **Total property taxes collected**
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

5. **Property tax rates**
   
   A. **City/Town tax rate**
   
   (1) Primary property tax rate
   
   (2) Secondary property tax rate
   
   (3) Total city/town tax rate

   B. **Special assessment district tax rates**
   
   Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating **3** 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.
## Town of Chino Valley
### Revenues Other Than Property Taxes
#### Fiscal Year 2020

<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ESTIMATED REVENUES 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>$4,611,000</td>
<td>$5,239,792</td>
<td>$5,148,000</td>
</tr>
<tr>
<td>Franchise Taxes</td>
<td>121,500</td>
<td>127,435</td>
<td>128,000</td>
</tr>
<tr>
<td>Licenses and permits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Permits</td>
<td>350,000</td>
<td>285,277</td>
<td>350,000</td>
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<tr>
<td>Business Licenses</td>
<td>60,000</td>
<td>62,166</td>
<td>63,000</td>
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<tr>
<td>Plan Check Fees</td>
<td>150,000</td>
<td>117,911</td>
<td>140,000</td>
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<tr>
<td>Other Licenses and Permits</td>
<td>19,000</td>
<td>15,908</td>
<td>17,500</td>
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<tr>
<td>Intergovernmental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Shared Sales Tax</td>
<td>1,117,000</td>
<td>1,104,555</td>
<td>1,230,000</td>
</tr>
<tr>
<td>State Shared Income Tax</td>
<td>1,381,000</td>
<td>1,417,468</td>
<td>1,549,200</td>
</tr>
<tr>
<td>Vehicle License Tax</td>
<td>784,000</td>
<td>621,699</td>
<td>862,000</td>
</tr>
<tr>
<td>Yavapai County Library Funds</td>
<td>102,000</td>
<td>100,066</td>
<td>102,000</td>
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<tr>
<td>Police Dept Grants</td>
<td>7,500</td>
<td>10,120</td>
<td>7,500</td>
</tr>
<tr>
<td>Senior Nutrition Grant</td>
<td>75,000</td>
<td>86,086</td>
<td>86,000</td>
</tr>
<tr>
<td>Charges for services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Fees</td>
<td>5,000</td>
<td>19,262</td>
<td>5,000</td>
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<tr>
<td>Senior Nutrition Program Fees</td>
<td>17,000</td>
<td>10,395</td>
<td>10,000</td>
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<tr>
<td>Facility Use Fees</td>
<td>20,000</td>
<td>25,075</td>
<td>24,500</td>
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<tr>
<td>Police Report Fees</td>
<td>3,500</td>
<td>4,656</td>
<td>4,500</td>
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<tr>
<td>Aquatic Center Fees</td>
<td>73,500</td>
<td>76,232</td>
<td>77,000</td>
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<td>Other Charges for Services</td>
<td>10,000</td>
<td>28,237</td>
<td>11,500</td>
</tr>
<tr>
<td>Fines and forfeits</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control Fees</td>
<td>30,000</td>
<td>33,084</td>
<td>30,000</td>
</tr>
<tr>
<td>Library Fines</td>
<td>3,500</td>
<td>2,864</td>
<td>3,500</td>
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<tr>
<td>Court Fines and Forfeitures</td>
<td>150,000</td>
<td>138,761</td>
<td>140,000</td>
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<tr>
<td>Interest on investments</td>
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<tr>
<td>Interest</td>
<td>30,000</td>
<td>116,483</td>
<td>115,000</td>
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<tr>
<td>Contributions</td>
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</tr>
<tr>
<td>Sponsorships</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Center Thrift Store</td>
<td>1,500</td>
<td>468</td>
<td>1,500</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>$9,122,000</td>
<td>$9,844,000</td>
<td>$10,105,700</td>
</tr>
</tbody>
</table>

* 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.
# Town of Chino Valley

## Revenues Other Than Property Taxes

### Fiscal Year 2020

<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ESTIMATED REVENUES 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway User Revenue Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway User Revenue</td>
<td>$899,000</td>
<td>$1,012,000</td>
<td>$1,010,000</td>
</tr>
<tr>
<td>Interest</td>
<td>$1,500</td>
<td>$9,195</td>
<td>$5,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$2,000</td>
<td>$5,605</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$902,500</td>
<td>$1,026,800</td>
<td>$1,017,000</td>
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<tr>
<td>CDBG Grants</td>
<td>$325,000</td>
<td></td>
<td>$325,000</td>
</tr>
<tr>
<td><strong>Total Special Revenue Funds</strong></td>
<td>$4,801,400</td>
<td>$4,584,500</td>
<td>$4,929,000</td>
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<tr>
<td><strong>CAPITAL PROJECTS FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impact Fee Funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvements Fund</td>
<td>$4,621,900</td>
<td>$2,202,800</td>
<td>$5,764,000</td>
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<tr>
<td>Replacement Fund</td>
<td>$11,000</td>
<td>$118,401</td>
<td>$14,000</td>
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<tr>
<td><strong>Total Capital Projects Funds</strong></td>
<td>$4,632,900</td>
<td>$2,321,201</td>
<td>$5,778,000</td>
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<tr>
<td><strong>ENTERPRISE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Enterprise Fund</td>
<td>$2,665,600</td>
<td>$749,900</td>
<td>$2,974,000</td>
</tr>
<tr>
<td>Sewer Enterprise Fund</td>
<td>$2,385,000</td>
<td>$2,106,000</td>
<td>$2,908,000</td>
</tr>
<tr>
<td><strong>Total Enterprise Funds</strong></td>
<td>$5,030,600</td>
<td>$2,855,900</td>
<td>$5,882,000</td>
</tr>
<tr>
<td><strong>TOTAL ALL FUNDS</strong></td>
<td>$23,586,900</td>
<td>$19,605,601</td>
<td>$26,694,700</td>
</tr>
</tbody>
</table>

*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.*

---

4/15 SCHEDULE C
<table>
<thead>
<tr>
<th>FUND</th>
<th>SOURCES</th>
<th>&lt;USES&gt;</th>
<th>INTERFUND TRANSFERS</th>
<th>IN</th>
<th>&lt;OUT&gt;</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
<td></td>
<td>2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL FUND</td>
<td></td>
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<tr>
<td>Capital Improvement Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$400,000</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>General Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$400,000</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$400,000</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>SPECIAL REVENUE FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HURF Fund</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Special Revenue Funds</td>
<td>$</td>
<td></td>
<td>$100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$891,000</td>
<td></td>
</tr>
<tr>
<td>Total Debt Service Funds</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$891,000</td>
<td></td>
</tr>
<tr>
<td>CAPITAL PROJECTS FUNDS</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$2,000,000</td>
<td>$1,291,000</td>
</tr>
<tr>
<td>Road Impact Fee Fund</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Capital Projects Funds</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$2,000,000</td>
<td>$1,291,000</td>
</tr>
<tr>
<td>ENTERPRISE FUNDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Enterprise</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Enterprise Funds</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$3,391,000</td>
<td>$3,391,000</td>
</tr>
</tbody>
</table>
# Town of Chino Valley
## Expenditures/Expenses by Fund
### Fiscal Year 2020

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor</td>
<td>$119,800</td>
<td>$117,600</td>
<td>$126,200</td>
<td></td>
</tr>
<tr>
<td>Town Clerk</td>
<td>$247,600</td>
<td>$220,000</td>
<td>$214,000</td>
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</tr>
<tr>
<td>Town Manager</td>
<td>$383,500</td>
<td>$361,300</td>
<td>$418,100</td>
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</tr>
<tr>
<td>Human Resources</td>
<td>$252,200</td>
<td>$253,300</td>
<td>$258,200</td>
<td></td>
</tr>
<tr>
<td>Magistrate Court</td>
<td>$275,900</td>
<td>$277,800</td>
<td>$287,300</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>$372,600</td>
<td>$391,400</td>
<td>$455,600</td>
<td></td>
</tr>
<tr>
<td>Mgmt Info Systems</td>
<td>$275,900</td>
<td>$264,800</td>
<td>$307,300</td>
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</tr>
<tr>
<td>Mayor &amp; Council</td>
<td>$50,200</td>
<td>$45,800</td>
<td>$51,200</td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td>$207,200</td>
<td>$202,800</td>
<td>$211,300</td>
<td></td>
</tr>
<tr>
<td>Building Inspection</td>
<td>$193,600</td>
<td>$194,300</td>
<td>$198,400</td>
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<tr>
<td>Police</td>
<td>$3,423,000</td>
<td>$3,376,600</td>
<td>$3,531,700</td>
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</tr>
<tr>
<td>Animal Control</td>
<td>$124,800</td>
<td>$114,800</td>
<td>$158,100</td>
<td></td>
</tr>
<tr>
<td>Recreation</td>
<td>$132,900</td>
<td>$111,500</td>
<td>$137,300</td>
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</tr>
<tr>
<td>Library</td>
<td>$350,700</td>
<td>$332,800</td>
<td>$375,200</td>
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</tr>
<tr>
<td>Senior Center</td>
<td>$303,300</td>
<td>$297,300</td>
<td>$354,600</td>
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</tr>
<tr>
<td>Parks</td>
<td>$491,600</td>
<td>$509,000</td>
<td>$618,800</td>
<td></td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>$235,700</td>
<td>$233,900</td>
<td>$251,600</td>
<td></td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>$508,500</td>
<td>$384,200</td>
<td>$772,400</td>
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</tr>
<tr>
<td>Fleet Maintenance</td>
<td>$279,100</td>
<td>$282,700</td>
<td>$345,700</td>
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<tr>
<td>Engineering</td>
<td>$373,300</td>
<td>$350,000</td>
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<tr>
<td>Customer Service</td>
<td>$295,400</td>
<td>$260,300</td>
<td>$260,100</td>
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<tr>
<td>Non-Departmental</td>
<td>$775,000</td>
<td>$631,000</td>
<td>$738,000</td>
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<tr>
<td>Contingency</td>
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<tr>
<td><strong>Total General Fund</strong></td>
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<td>$9,595,700</td>
<td>$11,009,400</td>
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</tr>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway User Revenue Fund</td>
<td>$1,322,700</td>
<td>$1,198,700</td>
<td>$1,417,500</td>
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* 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.
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## Town of Chino Valley
### Expenditures/Expenses by Department
#### Fiscal Year 2020

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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.
# Town of Chino Valley
## Full-Time Employees and Personnel Compensation
### Fiscal Year 2020

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RESOLUTION NO. 2019-1140

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2019/2020; PROPOSING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley (the "Town"), on August 30, 2016, approved Proposition 436, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 436 provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1-5, the Mayor and Council of the Town of Chino Valley (the "Town Council") shall make an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town; and

WHEREAS, in accordance with said chapter of said title, the estimates required to meet the public expenditures/expenses for the ensuing year shall be published according to law and a public hearing shall be held at which any taxpayer may appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the Mayor and Common Council desire now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The tentative expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2019/2020 is hereby proposed in an amount not to exceed $27,976,800.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Chino Valley for Fiscal Year 2019/2020.
SECTION 4. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Chino Valley Public Library, at the Chino Valley Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Chino Valley Public Library, and the Chino Valley Town Hall, and the website where the tentative budget may be found.

SECTION 5. A public hearing on the tentative budget shall be held on June 25, 2019, during the regularly-scheduled Town Council meeting.

SECTION 6. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 7. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1140 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2019-1140

[Statement of Estimates and Expenses]

See following pages
OFFICIAL BUDGET FORMS

Town of Chino Valley

Fiscal Year 2020
Town of Chino Valley

TABLE OF CONTENTS

Fiscal Year 2020

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation
## Town of Chino Valley

**Summary Schedule of Estimated Revenues and Expenditures/Expenses**

**Fiscal Year 2020**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Funds</th>
<th>General Fund</th>
<th>Special Revenue Fund</th>
<th>Debt Service Fund</th>
<th>Capital Projects Fund</th>
<th>Permanent Fund</th>
<th>Enterprise Funds Available</th>
<th>Internal Service Funds</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Adopted/Adjusted Budgeted Expenditures/Expenses*</td>
<td>E</td>
<td>10,146,800</td>
<td>5,245,200</td>
<td>845,100</td>
<td>2,949,000</td>
<td>0</td>
<td>5,336,100</td>
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<td>2019</td>
<td>Actual Expenditures/Expenses**</td>
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<td>4,777,590</td>
<td>846,100</td>
<td>1,504,400</td>
<td>0</td>
<td>2,403,800</td>
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<td>2020</td>
<td>Fund Balance/Net Position at July 1***</td>
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<td>7,492,701</td>
<td>1,038,503</td>
<td>455,694</td>
<td>1,450,059</td>
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<td>Primary Property Tax Levy</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>2020</td>
<td>Secondary Property Tax Levy</td>
<td>B</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>2020</td>
<td>Estimated Revenues Other than Property Taxes</td>
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<td>10,106,700</td>
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<td>5,822,000</td>
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<td>Other Financing Sources</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>Other Financing (Uses)</td>
<td>D</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>2020</td>
<td>Interfund Transfers In</td>
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<td>400,000</td>
<td>100,000</td>
<td>891,000</td>
<td>2,000,000</td>
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<td>3,391,000</td>
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<tr>
<td>2020</td>
<td>Interfund Transfers Out</td>
<td>D</td>
<td>2,100,000</td>
<td>0</td>
<td>0</td>
<td>1,291,000</td>
<td>0</td>
<td>3,391,000</td>
<td></td>
</tr>
</tbody>
</table>

**Expenditure Limitation Comparison**

1. Budgeted expenditures/expenses $24,525,200 $27,976,800
2. Add/Subtract: estimated net reconciling items $24,525,200 $27,976,800
3. Budgeted expenditures/expenses adjusted for reconciling items $24,525,200 $27,976,800
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation $24,525,200 $27,976,800
6. EEC expenditure limitation $0 $0

---

x The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the 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 on 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).
## Town of Chino Valley

**Tax Levy and Tax Rate Information**

**Fiscal Year 2020**

1. **Maximum allowable primary property tax levy.**
   A.R.S. §42-17051(A)
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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)
   
<table>
<thead>
<tr>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

3. **Property tax levy amounts**
   A. **Primary property taxes**
   B. **Secondary property taxes**
   C. **Total property tax levy amounts**
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. **Property taxes collected**
   A. **Primary property taxes**
      (1) **Current year's levy**
      (2) Prior years' levies
      (3) **Total primary property taxes**
   B. **Secondary property taxes**
      (1) **Current year's levy**
      (2) Prior years' levies
      (3) **Total secondary property taxes**
   C. **Total property taxes collected**
   
<table>
<thead>
<tr>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

5. **Property tax rates**
   A. **City/Town tax rate**
      (1) Primary property tax rate
      (2) Secondary property tax rate
      (3) **Total city/town tax rate**
   B. **Special assessment district tax rates**
      Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating **3** 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.
## Town of Chino Valley
### Revenues Other Than Property Taxes
#### Fiscal Year 2020

<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ESTIMATED REVENUES 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Taxes</td>
<td>$4,611,000</td>
<td>$5,239,792</td>
<td>$5,148,000</td>
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<tr>
<td>Franchise Taxes</td>
<td>121,500</td>
<td>127,435</td>
<td>128,000</td>
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<tr>
<td>Licenses and permits</td>
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</tr>
<tr>
<td>Building Permits</td>
<td>350,000</td>
<td>265,277</td>
<td>350,000</td>
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<tr>
<td>Business Licenses</td>
<td>60,000</td>
<td>62,166</td>
<td>63,000</td>
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<tr>
<td>Plan Check Fees</td>
<td>150,000</td>
<td>117,911</td>
<td>140,000</td>
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<tr>
<td>Other Licenses and Permits</td>
<td>19,000</td>
<td>15,908</td>
<td>17,500</td>
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<tr>
<td>Intergovernmental</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>State Shared Sales Tax</td>
<td>1,117,000</td>
<td>1,104,555</td>
<td>1,230,000</td>
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<tr>
<td>State Shared Income Tax</td>
<td>1,381,000</td>
<td>1,417,468</td>
<td>1,549,200</td>
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<tr>
<td>Vehicle License Tax</td>
<td>784,000</td>
<td>821,699</td>
<td>862,000</td>
</tr>
<tr>
<td>Yavapai County Library Funds</td>
<td>102,000</td>
<td>100,066</td>
<td>102,000</td>
</tr>
<tr>
<td>Police Dept Grants</td>
<td>7,500</td>
<td>10,120</td>
<td>7,500</td>
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<tr>
<td>Senior Nutrition Grant</td>
<td>75,000</td>
<td>86,086</td>
<td>86,000</td>
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<tr>
<td>Charges for services</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Fees</td>
<td>5,000</td>
<td>19,262</td>
<td>5,000</td>
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<tr>
<td>Senior Nutrition Program Fees</td>
<td>17,000</td>
<td>10,395</td>
<td>10,000</td>
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<tr>
<td>Facility Use Fees</td>
<td>20,000</td>
<td>25,075</td>
<td>24,500</td>
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<tr>
<td>Police Report Fees</td>
<td>3,500</td>
<td>4,656</td>
<td>4,500</td>
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<tr>
<td>Aquatic Center Fees</td>
<td>73,500</td>
<td>76,232</td>
<td>77,000</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>10,000</td>
<td>28,237</td>
<td>11,500</td>
</tr>
<tr>
<td>Fines and forfeits</td>
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<td></td>
</tr>
<tr>
<td>Animal Control Fees</td>
<td>30,000</td>
<td>33,084</td>
<td>30,000</td>
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<tr>
<td>Library Fines</td>
<td>3,500</td>
<td>2,864</td>
<td>3,500</td>
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<tr>
<td>Court Fines and Forfeitures</td>
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<td>138,761</td>
<td>140,000</td>
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<td>Interest on investments</td>
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<tr>
<td>Interest</td>
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<td>115,000</td>
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<tr>
<td>Contributions</td>
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<tr>
<td>Sponsorships</td>
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<tr>
<td>Senior Center Thrift Store</td>
<td>1,500</td>
<td>468</td>
<td>1,500</td>
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<tr>
<td>Miscellaneous</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other Revenues</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>$9,122,000</td>
<td>$9,844,000</td>
<td>$10,105,700</td>
</tr>
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</table>

*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.
Town of Chino Valley  
Revenues Other Than Property Taxes  
Fiscal Year 2020

<table>
<thead>
<tr>
<th>SOURCE OF REVENUES</th>
<th>ESTIMATED REVENUES 2019</th>
<th>ACTUAL REVENUES* 2019</th>
<th>ESTIMATED REVENUES 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
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</tr>
<tr>
<td>Highway User Revenue Fund</td>
<td></td>
<td></td>
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<tr>
<td>Highway User Revenue</td>
<td>$ 899,000</td>
<td>$ 1,012,000</td>
<td>$ 1,010,000</td>
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<td>$ 9,195</td>
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<tr>
<td>Miscellaneous</td>
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<td>$ 5,605</td>
<td>$ 2,000</td>
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<tr>
<td></td>
<td>$ 902,500</td>
<td>$ 1,026,800</td>
<td>$ 1,017,000</td>
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<td>CDBG Grants</td>
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<td>$ 325,000</td>
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<tr>
<td></td>
<td>$ 325,000</td>
<td>$</td>
<td>$ 325,000</td>
</tr>
<tr>
<td>Miscellaneous Grants</td>
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<td>$ 3,500,000</td>
<td>$ 3,500,000</td>
</tr>
<tr>
<td></td>
<td>$ 3,500,000</td>
<td>$ 3,500,000</td>
<td>$ 3,500,000</td>
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<tr>
<td>Special Revenue Fund-Court</td>
<td>$ 14,900</td>
<td>$ 26,700</td>
<td>$ 28,000</td>
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<tr>
<td>Special Revenue Fund-PD</td>
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<td>$ 55,000</td>
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<td>Lighting Improvement Districts #1, #2, #3</td>
<td>$ 4,000</td>
<td>$ 4,000</td>
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<tr>
<td></td>
<td>$ 73,900</td>
<td>$ 57,700</td>
<td>$ 87,000</td>
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<td><strong>Total Special Revenue Funds</strong></td>
<td>$ 4,801,400</td>
<td>$ 4,584,500</td>
<td>$ 4,929,000</td>
</tr>
</tbody>
</table>

| **CAPITAL PROJECTS FUNDS**       |                         |                       |                         |
| Impact Fee Funds                 |                         |                       |                         |
| Capital Improvements Fund        | $ 4,621,900             | $ 2,202,800           | $ 5,764,000             |
| Replacement Fund                 | $ 11,000                | $ 118,401             | $ 14,000                |
|                                  | $ 4,632,900             | $ 2,321,201           | $ 5,778,000             |
| **Total Capital Projects Funds** | $ 4,632,900             | $ 2,321,201           | $ 5,778,000             |

| **ENTERPRISE FUNDS**             |                         |                       |                         |
| Water Enterprise Fund            | $ 2,665,600             | $ 749,900             | $ 2,974,000             |
| Sewer Enterprise Fund            | $ 2,365,000             | $ 2,106,000           | $ 2,908,000             |
|                                  | $ 5,030,600             | $ 2,855,900           | $ 5,882,000             |
| **Total Enterprise Funds**       | $ 5,030,600             | $ 2,855,900           | $ 5,882,000             |

**TOTAL ALL FUNDS**               | $ 23,586,900             | $ 19,605,601           | $ 26,694,700             |

* 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.
## Town of Chino Valley
### Other Financing Sources/<Uses> and Interfund Transfers
#### Fiscal Year 2020

<table>
<thead>
<tr>
<th>FUND</th>
<th>OTHER FINANCING 2020 Sources</th>
<th>USES</th>
<th>INTERFUND TRANSFERS 2020 IN</th>
<th>&lt;OUT&gt;</th>
</tr>
</thead>
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<tr>
<td><strong>GENERAL FUND</strong></td>
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<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
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<td></td>
<td>$ 400,000</td>
<td></td>
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<td>General Fund</td>
<td></td>
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</tr>
<tr>
<td>Total General Fund</td>
<td>$</td>
<td></td>
<td>$ 400,000</td>
<td>$ 2,100,000</td>
</tr>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HURF Fund</td>
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</tr>
<tr>
<td>Total Special Revenue Funds</td>
<td>$</td>
<td></td>
<td>$ 100,000</td>
<td></td>
</tr>
<tr>
<td><strong>DEBT SERVICE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$</td>
<td></td>
<td>$ 891,000</td>
<td></td>
</tr>
<tr>
<td>Debt Service Funds</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Debt Service Funds</td>
<td>$</td>
<td></td>
<td>$ 891,000</td>
<td></td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$</td>
<td></td>
<td>$ 2,000,000</td>
<td>$ 1,291,000</td>
</tr>
<tr>
<td>Road Impact Fee Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Capital Projects Funds</td>
<td>$</td>
<td></td>
<td>$ 2,000,000</td>
<td>$ 1,291,000</td>
</tr>
<tr>
<td><strong>ENTERPRISE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Enterprise</td>
<td>$</td>
<td></td>
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</tr>
<tr>
<td>Total Enterprise Funds</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>$</td>
<td></td>
<td>$ 3,391,000</td>
<td>$ 3,391,000</td>
</tr>
</tbody>
</table>
## Town of Chino Valley
### Expenditures/Expenses by Fund
#### Fiscal Year 2020

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor</td>
<td>$119,800</td>
<td>$117,600</td>
<td>$126,200</td>
<td></td>
</tr>
<tr>
<td>Town Clerk</td>
<td>247,600</td>
<td>220,000</td>
<td>214,000</td>
<td></td>
</tr>
<tr>
<td>Town Manager</td>
<td>383,500</td>
<td>361,300</td>
<td>418,100</td>
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</tr>
<tr>
<td>Human Resources</td>
<td>252,200</td>
<td>253,300</td>
<td>258,200</td>
<td></td>
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<tr>
<td>Magistrate Court</td>
<td>275,900</td>
<td>277,800</td>
<td>287,300</td>
<td></td>
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<tr>
<td>Finance</td>
<td>372,600</td>
<td>391,400</td>
<td>455,600</td>
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<tr>
<td>Mgmt Info Systems</td>
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* 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.
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### Town of Chino Valley
**Expenditures/Expenses by Department Fiscal Year 2020**

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**TOTAL ALL DEPARTMENTS** $24,525,200 $19,125,000 $27,976,800

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.
## Town of Chino Valley
### Full-Time Employees and Personnel Compensation
#### Fiscal Year 2020

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<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Highway User Revenue</td>
<td>7.0</td>
<td>$312,317</td>
<td>$37,821</td>
<td>$51,661</td>
<td>$47,601</td>
<td>$449,400</td>
</tr>
<tr>
<td>Total Special Revenue Funds</td>
<td>7.0</td>
<td>$312,317</td>
<td>$37,821</td>
<td>$51,661</td>
<td>$47,601</td>
<td>$449,400</td>
</tr>
<tr>
<td><strong>ENTERPRISE FUNDS</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Water Enterprise Fund</td>
<td>2.5</td>
<td>$147,062</td>
<td>$17,809</td>
<td>$22,318</td>
<td>$15,411</td>
<td>$202,600</td>
</tr>
<tr>
<td>Sewer Enterprise Fund</td>
<td>2.5</td>
<td>$147,062</td>
<td>$17,809</td>
<td>$22,318</td>
<td>$15,411</td>
<td>$202,600</td>
</tr>
<tr>
<td>Total Enterprise Funds</td>
<td>5.0</td>
<td>$294,124</td>
<td>$35,618</td>
<td>$44,636</td>
<td>$30,822</td>
<td>$405,200</td>
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<td><strong>TOTAL ALL FUNDS</strong></td>
<td>97.0</td>
<td>$5,515,140</td>
<td>$1,012,282</td>
<td>$921,335</td>
<td>$543,243</td>
<td>$7,992,000</td>
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</tbody>
</table>
AGENDA ITEM TITLE:

RECOMMENDED ACTION:

SITUATION AND ANALYSIS:
The Town of Chino Valley updates its adopted building codes every six (6) years. These codes govern the construction of structures in the town, and provide health and safety standards to protect the public.

One of the stipulations of the ARRA funds the Town accepted to install solar panels at the Wastewater Treatment Plant was that the Town would adopt the International Energy Conservation Code, which is included with this update.

Adoption of the 2018 Codes will enable the Town to lower its ISO rating by one (1) point, which will help maintain lower property insurance rates.

Failure to adopt the Codes will likely result in an increase of the Town's ISO and negatively impact property insurance rates throughout Town.

Fiscal Impact
Fiscal Impact?: No
If Yes, Budget Code: N/A
Available: N/A
Funding Source:

Attachments
ORD 2019-871 - 2018 IBC
ORDINANCE NO. 2019-871


WHEREAS, many neighboring communities have adopted, or are in the process of adopting, the most-current editions of national and international building codes; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to bring uniformity to the building community and to prohibit unsafe construction procedures and materials; and

WHEREAS, Chapter 150 of the Chino Valley Town Code specifies the building construction codes that are to be followed within the corporate limits of the Town of Chino Valley (the “Town”); and


NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

Valley Amendments and the 2018 Building Codes are collectively referred to herein as the “Technical Codes”) one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 of which are on file in the office of the Town Clerk as required by ARIZ. REV. STAT. § 9-802 and are available for public use and inspection during normal business hours, which Technical Codes are hereby declared to be public records, which public records are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance and which are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The Chino Valley Town Code, Chapter 150 (Building Regulations; Construction), Section 150.001 (Adoption of International Code Council Codes), is hereby amended to reflect the adoption of the Technical Codes, as follows:

§ 150.001 ADOPTION OF INTERNATIONAL CODE COUNCIL CODES.


(D) **International Mechanical Code.** That certain code entitled International Mechanical Code, 2018 Edition, together with appendix A, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - 2018 Edition, is hereby adopted as the Mechanical Code of the Town of Chino Valley for regulating and controlling the design, construction, installation, quality of materials, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances in the town and said mechanical code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041. Three copies of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(E) **International Plumbing Code.** That certain code entitled International Plumbing Code, 2018 Edition, together with appendices D AND E AND F, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - 2018 Edition is hereby adopted as the Plumbing Code of the Town of Chino Valley for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, operation and maintenance or use of plumbing systems in the town and said plumbing code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041. Three copies of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(F) **International Energy Conservation Code.** That certain code entitled International Energy Conservation Code, 2012 Edition, published by the International Code Council, INCLUDING ALL APPENDICES, as amended by the Town of Chino Valley Building and Technical Code amendments - 2018 Edition is hereby adopted as the Energy Conservation Code of the Town of Chino Valley for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting, and power systems of all buildings or structures in the town and said energy conservation code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041. Three copies of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(G) **INTERNATIONAL EXISTING BUILDING CODE.** THAT CERTAIN CODE ENTITLED INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INCLUDING ALL APPENDICES, IS HEREBY ADOPTED AS THE EXISTING BUILDING CODE OF THE TOWN OF CHINO VALLEY FOR REGULATING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION TO AND RELOCATION OF EXISTING BUILDINGS AND SAID EXISTING BUILDING CODE IS HEREBY REFERRED TO AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH IN THIS SECTION. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041. OF SAID BUILDING CODE SHALL BE KEPT ON FILE AND AVAILABLE FOR PUBLIC USE IN THE OFFICE OF THE TOWN CLERK AND PLANNING AND BUILDING DEPARTMENT.
SECTION 4. The Chino Valley Town Code, Chapter 150 (Building Regulations; Construction), Section 150.004 (Electrical Code), is hereby amended to reflect the adoption of the Technical Codes, as follows:

§ 150.004 ELECTRICAL CODE.

That certain code entitled “National Electrical Code”, 2014-2017 Edition, published by the National Fire Protection Association, INCLUDING ALL APPENDICES, as amended by the “Town of Chino Valley Building and Technical Code Amendments – 2015 Edition” is hereby adopted as the Electrical Code of the Town of Chino Valley for regulating the installation, alteration and maintenance of all electrical installations in the town and said electrical code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041. Three copies of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

SECTION 5. Any person found guilty of violating any provision of the Technical Codes shall be guilty of a civil infraction as set forth in Section 10.99 of the Chino Valley Town Code. Each day that a violation continues shall be a separate offense.

SECTION 6. This Ordinance shall become effective 30 days after its passage, but the Technical Codes adopted herein shall not become effective until at 12:01 a.m. on July 1, 2019, or if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 of this Ordinance.

SECTION 8. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

ATTEST:

______________________________
Darryl L. Croft, Mayor

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2019-871 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on May 28, 2019, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

______________________________
Jami C. Lewis, Town Clerk
AGENDA ITEM TITLE:

RECOMMENDED ACTION:
Move to approve the revised Vacations Policy #700, dated May 28, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

SITUATION AND ANALYSIS:
The Town endorses and believes that a healthy workplace requires employees to spend time away from the office and enjoy their free time. The vacation policy and benefit is one that supports the Town's healthy workplace philosophy and improves morale, while also helping the Town recruit, retain, and reward valued staff.

The Personnel Committee met to discuss the vacation policy to ensure the benefit is continuing to support the Town's philosophy. Through many conversations with the Personnel Committee, we are recommending two primary changes to this valuable benefit.

1. Change the 320 hour "soft" vacation accrual cap to a 320 hour "hard" vacation accrual cap; and
2. Offer an Annual Vacation Payout to qualified staff.

Change the 320 hour "soft" vacation accrual cap to a 320 hour "hard" vacation accrual cap
Currently the maximum vacation accrual cap is set at 320 hours, calculated at December 31st of every year. An employee may accrue more than 320 vacation hours during the year but s/he shall need to reduce the vacation hours to no more than 320 hours by December 31st of every year. If they do not reduce those hours to 320 or less, they will be eliminated. The exception to our current policy is if an employee makes prior arrangements with his/her supervisor to take vacation hours by June 30th of the following year, then hours over 320 can be carried over into the new year.
We are recommending a change from the soft accrual cap to a hard accrual cap, that would go into effect on 1/1/2021. A hard cap accrual means that once an employee accrues 320 hours in their vacation bank, accruals will cease until the hours are reduced to a level where they can begin accruing vacation time again. We believe a transitionary period is necessary to give the affected staff enough time to reduce their accrued vacation hours below the hard cap.

The reason for the recommended benefit change is as follows:

- It will encourage staff to take their earned vacation time, and continue to promote a healthy workplace.
- It will help limit/cap future accruals;
- It will assist in projecting and managing this future budget line-item;
- It will reduce liability and limit vacation payouts, when an employee terminates employment; and
- Promotes restful breaks.

Annual Vacation Payout:
Many long-term employees, for various reasons are accruing vacation leave at a rate that is faster than they can take. We are recommending an annual vacation payout to qualified staff once per fiscal year. Every fiscal year, any qualified employee may request 40 hours of vacation time paid at their current hourly rate of pay in conjunction with 40 concurrent hours of vacation time taken. Qualified staff include those that have been with the Town for five or more years, have a minimum balance of 300 vacation hours, and have already taken 40 vacation hours in the current fiscal year.

The reason for the benefit change is as follows:

- It will reduce liability sooner and will likely payout the earned benefit at a lower pay rate and in smaller increments;
- It will reduce liability and limit vacation payouts, when an employee terminates employment.
- It will limit/cap future accruals; and
- Promotes restful breaks.

These two combined benefit changes would currently apply to approximately 25% of the staff and could potentially reduce the Town's financial burden by approximately $75,000.

<table>
<thead>
<tr>
<th>Fiscal Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Impact?: Yes</td>
</tr>
<tr>
<td>If Yes, Budget Code:</td>
</tr>
<tr>
<td>Available:</td>
</tr>
<tr>
<td>Funding Source:</td>
</tr>
</tbody>
</table>
VACATIONS

I. PURPOSE:

To provide a traditional paid-time-off benefit that will provide a restful break in the yearly work routine and support the Town’s goals to attract and retain quality employees.

II. SCOPE:

This policy applies to full-time and qualified part-time Town employees.

III. POLICY AND GUIDELINES:

The Town encourages and requires each employee to take an annual vacation entitlement as paid time off away from work. The Town does not provide vacation pay unless vacation time is actually accrued and approved as actual time off from work, or upon separation.

IV. ELIGIBILITY:

A. An employee’s entitlement to earn vacation is based on the employee’s hire date.

B. Newly hired employees are eligible to take vacation accruals after six months of employment. At the completion of six months, vacation accruals will be retroactive to the date of hire.

C. Vacation time is not earned during an unpaid leave of absence. Earning resumes upon return to active status.

D. Unused vacation entitlement will be paid to employees upon separation provided they have successfully completed six months of employment, from the date of hire. Pay will be computed based on the hourly pay rate earned upon separation.

E. The following schedule specifies the amount of vacation a regular full-time employee earns, based upon a 40-hour work week, for a corresponding period of continuous service:
IV. ELIGIBILITY: (continued)

<table>
<thead>
<tr>
<th>Length of Service Completed</th>
<th>Hours per pay period</th>
<th>Equivalent hours per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than two years</td>
<td>3.077</td>
<td>80</td>
</tr>
<tr>
<td>Two to five years</td>
<td>4.615</td>
<td>120</td>
</tr>
<tr>
<td>Five to ten years</td>
<td>5.539</td>
<td>144</td>
</tr>
<tr>
<td>Over ten years</td>
<td>6.154</td>
<td>160</td>
</tr>
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</table>

F. Qualified employees, who are regularly scheduled and work between 20 hours and 39 hours per week are entitled to a pro-rated benefit. Hourly pro-rated vacation accruals are calculated by taking the percentage of hours worked from a 40-hour work week and multiplying it by the applicable per pay period accrual rate.

V. SCHEDULING:

A. Vacations may be taken by separate weeks, by days, or by half days. The Town prefers, however, that employees take one vacation period of at least one consecutive week, annually.

B. **ON OR BEFORE DECEMBER 31, 2020:** The maximum vacation accrual shall be 320 hours, calculated at December 31st of the year. An employee may accrue more than 320 hours during the year, but s/he shall reduce the vacation accrual to no more than 320 hours by December 31st. Vacation hours accrued in excess of 320 on December 31st shall be eliminated from the books unless the employee has made prior arrangements with his or her supervisor to take such vacation hours by June 30th of the following year. The Human Resources Department shall notify all employees of their accrued vacation hours as of October 31st of each year so that employees and supervisors may plan vacations to comply with the 320 hour December 31st maximum vacation accrual.

**ON OR AFTER JANUARY 1, 2021:** Once an employee accrues 320 hours in their vacation bank, accruals will cease until the hours are reduced to a level where they can begin accruing vacation time again.

C. If a Town-paid holiday falls during an employee’s vacation, the holiday will not be counted as vacation taken.
D. Each department shall maintain a vacation schedule and approved vacation time taken by each employee.

E. Vacation periods must be scheduled and approved by the employee’s supervisor before becoming effective.

VI. ANNUAL VACATION PAYOUT

A. Every fiscal year any employee who meets the following criteria will be eligible to request 40 hours of vacation time paid at their current hourly rate of pay in conjunction with 40 concurrent hours of vacation time taken. Payouts will be treated as normal income and subject to normal taxes and approved deductions.

   a. Employee must be employed with the Town for a minimum of five consecutive years.
   b. Employee must have a minimum balance of 300 vacation hours.
   c. Employee must have already taken a minimum of 40 vacation hours in the current fiscal year.

B. Employees who meet the above listed criteria can request one Annual Vacation Payout, through an Annual Vacation Payout Form, between July 1st and June 30th of every fiscal year, and must take their vacation time-off in the same fiscal year in which they made the request.

C. Annual Vacation Payouts will be paid in the pay period that falls during the actual vacation time taken or the closest pay period following the actual vacation time taken under this policy.
AGENDA ITEM TITLE:
Consideration and possible action to approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34 and the installation contracts with Abracadabra Landscape Corp for $5,823.60 and $7,257.52.

RECOMMENDED ACTION:
Approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34 and the installation contracts with Abracadabra Landscape Corp for $5,823.60 and $7,257.52 and waive the bidding contracts for Abracadabra Landscape Corp per 32.11 due to their unique qualifications for installing complex irrigation systems.

The Equipment is purchased under the Mohave Education Cooperative Purchasing Agreement.

SITUATION AND ANALYSIS:
The irrigation and watering of Community Center Park and Memory Park is a guesstimate at best. The Central Control Irrigation System (BaseStation 3200) will have a "mapping program" and sensors that will manage and control water usage within our parks saving the town money. It will measure five climate conditions including evaporation, 24 hours a day and manage water usage. It is estimated that the BaseStation 3200 could reduce water use by 62%.

Fiscal Impact

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<td>If Yes, Budget Code:</td>
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<td>Available:</td>
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<td>Funding Source:</td>
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The Town will fund this project using Contengency Funds.

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<th>Cost</th>
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<td>Equipment</td>
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<tr>
<td>Installation</td>
<td>13,081.12</td>
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<td>Total Project</td>
<td>$42,729.46</td>
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</table>

Attachments

Sole Source Letter
CPA - Ewing Irrigation Products
SFA - Abracadabra Landscape - Agt for Irrigation Install
March 24, 2019

TOWN OF CHINO VALLEY
1527 North Road 1 East
Chino Valley, AZ 86323

Attention: Jason Olson Park Superintendent

Abracadabra Landscape has been contracting in Arizona since 2004. We are known for our technical services and installing complex irrigation systems. We are one of the only contractors who specialize in this area. Major distributors like Horizon Irrigation, ET Water, and others recommend us to their clients. We have worked with other towns similar to Chino Valley installing these systems. We are the only contractor in Arizona that provides KMZ valve mapping files to our client. These maps are crucial to successful water management.

We also employ people who are certified by the Irrigation Association (IA) and the Environmental Protection Agency (EPA).

Jim Kauth CLWM, CLIA

Jim is a certified landscape water manager and a certified landscape irrigation auditor. There are only 5 people in the State of Arizona that are certified landscape water managers and only 95 in the entire United States.
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of May 28, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Ewing Irrigation Products, Inc., a Nevada corporation (the “Vendor”).

RECITALS


B. The Town is permitted to purchase such materials under the Mohave Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with a central control irrigation system for Community Center Park and Memory Park, as more particularly set forth in Section 2 below (the “Materials”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the 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 Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 11, 2019, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Purchase of Materials. Vendor shall provide to the Town the Materials under the terms and conditions of the Mohave Contract and as set forth in the Quote, attached hereto as Exhibit B and incorporated herein by reference.
3. **Inspection; Acceptance.** The Materials are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the Town may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4. **Compensation.** The Town shall pay Vendor an amount not to exceed $29,648.34 for the Materials at the unit rates set forth in the Mohave Contract and as more particularly set forth in the Quote.

5. **Payments.** The Town shall pay the Vendor upon receipt and acceptance of the Materials and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) include a record of Materials delivered in sufficient detail to justify payment. Additionally, an invoice submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor’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 Vendor 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 Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Vendor’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 Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor 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 Town 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 Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor 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 Vendor 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). Vendor’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 Town.

8. **Israel.** Vendor 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 Town 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 Yavapai County, Arizona.

11. **Agreement Subject to Appropriation.** The Town 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 Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’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 Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town'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, the Mohave Contract, the Quote and the invoice, the documents shall govern in the order listed herein.

13. **Rights and Privileges.** To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be “Mohave” (as defined in the Mohave Contract) for the purposes of the portions of the Mohave 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 Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the
indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town 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 Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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 Town
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to:
GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor:
Ewing Irrigation Products, Inc.
3441 East Harbour Drive
Phoenix, Arizona 85034
Attn: Contract 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 (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.

“Town”

TOWN OF CHINO VALLEY,  
an Arizona municipal corporation

By:
Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

“Vendor”

EWING IRRIGATION PRODUCTS, INC.,  
a Nevada corporation

By: __________________________

Name: _________________________

Title: __________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

[Mohave Contract]

See following pages.
12/4/2018

Modification of Contract
(Contract Extension)
(Page 1 of 3)

Doug Donahue
Ewing Irrigation, Golf and Industrial Products
18 S. Roosevelt Ave.
Chandler, AZ 85226

RE: Contract # 14R-EWING-1212 modification of contract through an extension of contract is made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2018. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1552, CFR § 200.450 and Federal Acquisition Regulation 52.203-11.

We agree to modify and extend the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature __________________________ Title ________________

Typed/Printed Name ________________ Date ________________

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave’s Kingman office on, or before, 12/12/2018, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 12/12/2018, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2018 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.
Modification of Contract  
(Contract Extension)

Requested Pricing Modifications

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

☐ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 12/12/2019.

☐ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

☑ We are requesting a price modification. A price list/catalog will be submitted by January 15, 2019 (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk Remit to: Ewing Irrigation, Golf and Industrial Products  
Ewing Irrigation, Golf and Industrial Products Accounts Receivable  
18 S. Roosevelt Ave. 3441 E. Harbour Dr.  
Chandler, AZ 85226 Phoenix, AZ 85034

Member Contact: Doug Donahue  
Contract Administrator: Doug Donahue  
Phone Number: 480-619-9943  
Fax Number: 480-940-9269

Vendor Logo
Currently, we have the following logo on file for use on our website in our product/vendor finder:

![Ewing Logo]

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- What file types are acceptable? Vector point files are highly recommended (such as .ai or .eps files). If you don’t have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.

- What file size is recommended? There is no limitation to the logo file size.
Modification of Contract
(Contract Extension)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.
Agreement To Amend the Terms and Conditions for Federal and State Requirements

In order for Mohave Educational Services Cooperative, Inc.’s (Mohave’s) contracts to comply with the Arizona Department of Education requirements, Mohave is amending this contract to include provisions for the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 and the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, CFR § 200.450 and Federal Acquisition Regulation 52.203-11.

The Terms and Conditions of your contract have been modified as follows:

8. FEDERAL and STATE REQUIREMENTS

By signing the amendment below, bidder certifies the following:

Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.


(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

Dated 9-13-18

Doug Donahue
Ewing Irrigation, Golf and Industrial Products

Dated September 5, 2018
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.
Doug Donahue  
Ewing Irrigation, Golf and Industrial Products
1814 S. Home Rd 18 S. Roosevelt Ave.
Mesa, AZ 85204  
Chandler, AZ 85226

RE: Contract # 14R-EWING-1212 Extension of contract Agreement made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2017. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

We desire to extend the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature:  
Typed/Printed Name:  
Date:  
Title: Account Manager

Please verify that the following information is correct and accurate:

POs Attn: Order Desk: Doug Donahue  
Ewing Irrigation, Golf and Industrial Products  
1814 S. Home Rd 18 S. Roosevelt Ave.  
Mesa, AZ 85204  
Chandler, AZ 85226

Remit to: Ewing Irrigation, Golf and Industrial Products  
Accounts Receivable  
3441 E. Harbour Dr.  
Phoenix, AZ 85034

Member Contact: Doug Donahue  
Contract Administrator: Doug Donahue  
Phone Number: 480-619-9943  
Fax Number: 480-940-9269

If both pages of this notice are not received at Mohave's Kingman office, or before, 12/12/2017, orders shall be held without processing. Email or fax completed extension to contracts@mesco.org or (928) 718-3232.

To terminate the contract effective 12/12/2014, email or fax a notice of your request to cancel the contract to contracts@mesco.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2014 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contract's terms and conditions.
Extension of Contract

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

- [x] Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 12/12/2018.

- [ ] Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

- [ ] We are requesting a price adjustment. A price list/catalog will be submitted by __________. (Insert Date)

- [ ] We will provide new price list(s)/catalog(s) by _________________. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo - [ ] per the terms of the original contract

Currently, we have the following logo on file for use on our website in our product/vendor finder:

![EWING Logo]

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- **What file types are acceptable?** Vector point files are highly recommended (such as .ai or .eps files). If you don’t have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.

- **What file size is recommended?** There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:
Extension of Contract

Vendor Benefits Description (continued)

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.
May 16, 2017

Agreement To Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements, Mohave is amending its existing contracts. Please review, initial next to each requirement, sign the bottom of the amendment and return to Mohave no later than June 16, 2017.

The Terms and Conditions of your contract have been modified as follows:

A. Anti-Lobbying Certification: In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Initial Agreement as the Authorized Representative of the Contract Vendor

B. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations: Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 506 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

Initial Agreement as the Authorized Representative of the Contract Vendor
C. **Energy Policy and Conservation Act**: Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (l) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

**Initial Agreement as the Authorized Representative of the Contract Vendor**


**Initial Agreement as the Authorized Representative of the Contract Vendor**

E. **Rights to inventions**: Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

**Initial Agreement as the Authorized Representative of the Contract Vendor**

F. **Subcontracts**: Prime Contractor, if subcontractors are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

**Initial Agreement as the Authorized Representative of the Contract Vendor**

Failure to sign and return EDGAR amendment by close of business on June 16, 2017 may result in your contract being placed on hold or canceled.

Amendment will take effect July 1, 2017.

Lisa Rienstra  
Ewing Irrigation, Golf and Industrial Products

Dated 5/1/17

Anita L. McLeMere  
Dated May 16, 2017  
Anita McLeMere, Executive Director  
Mohave Educational Services Cooperative, Inc.
Extension of Contract

(received on 12/6/2016)

Lisa Rienstra
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

RE: Contract #14R-EWING-1212 Extension of contract Agreement made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

We desire to extend the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature: Lisa Rienstra
Typed/Printed Name: Lisa Rienstra
Date: 12/6/2016

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

Member Contact: Lisa Rienstra
Contract Administrator: Lisa Rienstra
Phone Number: 602-284-7964
Fax Number: 602-431-9067

Remit to: Ewing Irrigation, Golf and Industrial Products
Accounts Receivable
3441 E. Harbour Dr.
Phoenix, AZ 85034

If both pages of this notice are not received at Mohave’s Kingman office on, or before, 12/12/2016, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 12/12/2014, email or fax a notice of your request to cancel the contract to contracts@mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2014 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.
Extension of Contract

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 12/31/2017. *7/1/2017 - changed to July 1 - July 1*
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.
- We are requesting a price adjustment. A price list/catalog will be submitted by __________. (Insert Date)
- We will provide new price list(s)/catalog(s) by ___________________. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:

![EWING Logo]

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- **What file types are acceptable?** Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.

- **What file size is recommended?** There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:
Extension of Contract

Vendor Benefits Description (continued)

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:
- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.
September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agree for the duration of the contract to not engage in, a boycott of Israel."

The terms and conditions of your contract have been modified as follows:

2. **CERTIFICATION**

   By signing the amendment below, offeror certifies the following:

   - Offeror shall comply with A.R.S. §35-333.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

   [Signatures]

   Lila Hensley  
   Ewing Irrigation, Golf and Industrial Products

   [Date]  

   [Signature]

   Lared September 6, 2016  
   Anita McTernon, Interim Executive Director  
   Mohave Educational Services Cooperative, Inc.
Doug Donahue  
Ewing Irrigation, Golf and Industrial Products  
1921 S. Horne Rd  
Mesa, AZ 85204  

RE: Contract # 14R-EWING-1212 Extension Agreement made by and between Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).  

In accordance with its terms, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2015. The extension shall be under the same terms and conditions contained therein.  

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.  

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.  

Signature: [Signature]  
Typed/Printed Name: Doug Donahue  
Title: Account Manager  
Date: December 7, 2015  

Please check the information below.  

POs Att: Order Desk  
Ewing Irrigation, Golf and Industrial Products  
1921 S. Horne Rd  
Mesa, AZ 85204  

Member Contact: Doug Donahue  
Contract Administrator: Doug Donahue  
Phone Number: 480-619-9943  
Fax Number: 602-431-9067  

If both pages of this notice are not received at Mohave’s Kingman office on or before 12/12/2015, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238  

To terminate contract 14R-EWING-1212 effective 12/12/2015, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.
Extension of Contract

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

✓ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 6/1/2017.

___ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

___ We are requesting a price adjustment. A price list/catalog will be submitted by __________, (Insert Date)

___ We will provide new price list(s)/catalog(s) by __________________________, (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:

![Ewing Logo](image)

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- **What file types are acceptable?** Vector point files are highly recommended (such as .ai or .eps files). If you don’t have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.

- **What file size is recommended?** There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:
Extension of Contract

Vendor Benefits Description (continued)

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:
• The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
• The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
• Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.
NOTIFICATION OF AWARD LETTER

December 4, 2014

Sent this day via email to jray@ewing1.com and ddonahue@ewing1.com

Jacob Ray, Regional Manager and Doug Donahue, Outside Sales Representative
Ewing Irrigation, Golf and Industrial Products
3441 E. Harbor Dr.
Phoenix, AZ 85034

Congratulations, Ewing Irrigation, Golf and Industrial Products’ response has been awarded a contract under RFP 14R-1010. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.

Your organization is bound by the terms of this contract; only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.

Advise your Mohave customers to make purchase orders out to Ewing Irrigation, Golf and Industrial Products. In the event you receive a purchase order from a member that does not contain the “MESC REVIEWED” stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not provide any products until you receive a “MESC Reviewed” purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 14R-EWING-1212 and will take effect on December 12, 2014.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB
Contract Specialist I
Offer and Acceptance Form

RFP 14R-1010
Irrigation and Landscaping Products

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 94-1351799
Company Name Ewing Irrigation, Golf and Industrial Products
Address 3441 E. Harbour Dr. City Phoenix State AZ Zip 85034
Telephone Number (602) 437-9530 Fax (602) 431-9067
Printed Name Jacob Ray Title Regional Manager
Primary Email sweirrca@ewing.com Alternate email

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Authorized Signature

The offer and acceptance form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.
This Contract shall be referred to as Contract Number 14R-EW-159-12-12
Awarded this 4th day of December 2014.
This contract shall be effective this 12th day of December 2014.

Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.
REQUEST FOR PROPOSAL 14R-1010

Irrigation and Landscaping Products

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Irrigation and Landscaping Products.

Due Date and Time: October 10, 2014 @ 3:00 p.m. (local Arizona time)

Pre-proposal Conference: Monday, September 22, 2014 at 10:00 a.m. (local Arizona time)
WebEx Meeting – Audio Only
For log-in information contact Michael Carter, CPPB, no later than Friday, September 19, 2014.

Last Day For Questions: October 3, 2014 @ 5:00 p.m. (local Arizona time)

RFP QUESTIONS MUST BE DIRECTED TO: Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

This solicitation consists of instructions to offerors, scope of work, specifications, required information, special terms and conditions, general terms and conditions, pricing workbook, award criteria, offer and acceptance form, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror’s sole risk.

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or box with RFP 14R-1010, offeror’s name, mailing address, proposal due date and time clearly indicated on the envelope or box. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a “rural” area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Julia E. Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: September 12, 2014
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Tab 1A – Signed Offer and Acceptance Form ............... See document 6. 14REWING1212 Award, Extensions and Amendments.

Tab 1B – Amendments ........................................ There were no amendments issued for this RFP.

Tab 1C – General Terms & Conditions.......................................................... 9

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Tab 2A – Method of Approach and Qualifications and Experience ....................... 36

Tab 2B – Certificate of Insurance ................................................................. Please call Mohave for information.

Tab 2C – Financial Information................................................................. All financial information is kept confidential and has been removed.

Tab 3A – Price Proposals .................................. See document 7. 14REWING1212 Pricing Summary.

Tab 3B – Mobilization, Travel Charges and Pricing Methodology ............................................ 47

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Tab 4B – Sample Supplemental or End-User Agreements ............................................. 52

Tab 5 – Additional Information ................................................................. Please call Mohave for information.

Click section title to be taken directly to that section.
November 19, 2014

Mohave Educational Services Cooperative, Inc.
Attn. Mr. Michael S. Carter, CPPB, Contract Specialist I
625 E. Beale Street
Kingman, AZ 86401

Re: RFP 14R-1010 Request for Best and Final Offer

Michael,

Per your request, please find enclosed requested information required for Ewing Irrigation’s Best and Final Offer for RFP 14R-1010. Hard copies and electronic copies of the requested information are included with this mailing.

Please see signed “Request For Best and Final Offers Request For Proposal 14R-1010

1. Clarification of Method of Approach:
   a. Ewing Irrigation receives member orders from Mohave Educational Services, stamped “MESC Reviewed”
   b. Orders are entered into our system using the member’s account at Ewing. Charge accounts will be opened for members that do not currently have accounts with Ewing.
   c. As the order is entered into the system, it will be tagged with an Ewing job account number, tying the Mohave pricing to the order.
   d. The order will be sent to the local branch for fulfillment, as per usual.
   e. The member will be billed directly.
   f. The Ewing job number will be used to generate the required monthly Mohave report.

2. Please see requested two additional letters of reference, from the City of Chandler and Mesa Unified School District.

3a. Please see requested electronic copies of Summary Sections one through five

3b. Please see requested electronic copy of revised pricing worksheet “Sheet 1”. Only the Mohave net price remains

4. “No Additional Discounts” to our pricing.

Respectfully submitted,

Doug Donahue
Account Manager
480-619-9943
donahue@ewing1.com
Vendor has agreed the terms and conditions of sale on this page are not applicable under their contract 13R-EWING-1212. Item was addressed in the award letter and vendor response has been placed in the contract binder. A copy is available upon request. 12/29/14 MC.

TERMS AND CONDITIONS OF SALE

by Ewing Irrigation Products, Inc. (hereinafter referred to as “Ewing”) Purchaser agrees to pay to the amount stated hereon, according to terms stated hereon and to so, (Surcharge rule of 1% per month which is an ANNUAL PERCENTAGE of 18%), will be charged on the 10th of the month following purchase. Amount is due is placed for collection with or without suit. Purchaser further agrees and submits to the jurisdiction, the proper venue for any such collection or litigation action may include Maricopa County, Arizona or Orange County, California. It is agreed that all terms, conditions of sale and warranty are contractual and that agent signing for purchase or verbally ordering materials listed above has authority to bind Purchaser to such contract and in addition acknowledging receipt of above merchandise.

2. PRICES:
   Unless otherwise agreed at time of order and acceptance by Ewing all prices are subject to change without notice. All shipments will be invoiced at the price in effect at time of shipment. Ewing assumes no liability for price changes by any manufacturer, supplier or vendor.

3. ACCEPTANCE:
   All purchase orders written or verbal are subject to acceptance and credit approval by Ewing at its main office.

4. REPRESENTATIONS OF AGENTS AND EMPLOYEES OF SELLER:
   Purchaser knows and understands that no employee or agent of Seller is authorized to make any representation binding the Seller other than those contained herein or those which are reduced to writing and approved and signed by the General Manager or Officer of the Seller. Any statements written or verbal made by any agent or employee of Seller contrary to the terms of this paragraph shall be construed to be mere expressions of opinion and Purchaser understands that they shall not be construed as warranties or representations and Seller is in no way liable for such.

5. PURCHASER’S RISKS ASSUMED HEREBY:
   Purchaser agrees to assume all risks of losses, damages or costs of any nature whatsoever from and sole responsibility for determining whether or not the water supplied to the equipment purchased is of acceptable quality to irrigate and/or protect a given crop or crops; whether or not the water supplied to the equipment purchased will be adequate to irrigate and/or protect a given crop or crops; the method by which the equipment shall be used to apply water to his crop; the rate at which the water should be applied to his crop or crops; the frequency of irrigation and/or crop protection cycles for his crop or crops; the duration of each setting during irrigation and/or crop protection to his crop or crops; and the amount of water that is to be applied to the crop or crops during each irrigation and/or crop protection setting.

6. RETURNS:
   No merchandise or equipment purchased by Purchaser from Seller may be returned without written authorization from General Office of Seller. Said written authorization will state terms and conditions on which returns will be determined. Returned merchandise must be in salable and reconditionable condition and such determinations are at sole discretion of Ewing and subject to inspection and acceptance of sole discretion of Ewing. Returned merchandise will be issued as store credit only, towards future purchases or as credit on account holders receivables. A restocking charge will be assessed for any material approved for return. Special order items and buy-out items purchased by Seller for Purchaser’s convenience are not returnable except when sold special order items and/or buy-out items agrees to accept the items(s) for return and allowance. Any merchandise or equipment returned must be returned freight prepaid.

7. WARRANTY AND LIABILITY:
   NO WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR ANY PURPOSE ARE MADE OR AUTHORIZED BY SELLER. No warranties express or implied are made or authorized by Seller except as herein set forth. Ewing acts solely as an agent for the various manufacturers whose merchandise and equipment it supplies. Ewing shall not be liable for consequential damages or contingent liabilities or labor charges or any other charges or damages incurred by the customer out of defective installation, workmanship or defects in equipment and/or merchandise sold under this agreement. Ewing acts solely as an agent and will convey to Purchaser whatever warranty is offered by the various manufacturers and vendors Ewing represents.

8. PERFORMANCE AND CANCELLATION:
   Ewing shall not be responsible or liable for any delay or failure in performance or any delivery due to strikes, accidents, fire, transportation, inability to secure merchandise or equipment, weather or causes beyond its control. No order may be cancelled by Purchaser except by written notice to Ewing and upon payment to Ewing of all costs arising out of or in connection with the order.

9. TAXES:
   Any and all taxes or other governmental charge upon sale or shipment or delivery of equipment or merchandise by Ewing imposed by Federal, State, Municipal or other authority will be added to the sales price and be paid by Purchaser. If it is determined after the sale that taxes or other governmental charges that have not been charged are indeed due to State, Federal, Municipal, or other authority, it is further agreed that these taxes will be charged back to the Purchaser and added to the invoice value.

10. FINAL EXPRESSION:
   If any provision or clause herein is invalid or unenforceable by virtue of any law applicable thereto, then this agreement shall be considered divi

If any provision or clause herein is invalid or unenforceable by virtue of any law applicable thereto, then this agreement shall be considered divi
REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 14R-1010

IRRIGATION AND LANDSCaping PRODUCTS

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 14R-1010.

BEST AND FINAL OFFER DUE DATE: November 21, 2014 @ 3:00 p.m. (local time)

LOCATION: Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 14R-1010, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Offeror's are advised herein that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. Faxes best and final offers cannot be accepted.

CONTACT PERSON: MICHAEL CARTER, CONTRACT SPECIALIST I
PHONE: (928) 718-3222

DATE: November 12, 2014

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Jacob Ray, Regional Manager
Firm: Ewing Irrigation, Golf and Industrial Products
Address: 3441 E. Harbor Dr.
City: Phoenix State: AZ Zip: 85034
Phone: 480-213-3663
Date: 11-18-14

Signature: [Signature]
Title: Regional Manager

Julia E. Tribbett
Executive Director
November 14, 2014

City of Chandler
Central Supply - MS 903
975 E. Armstrong Way Bldg. I
Chandler, AZ 85286
480-782-2421
480-782-2420 fax

I have been purchasing PVC and plumbing parts on contract from Ewing Irrigation for several years now. Ewing Irrigation Water Management Specialist, Doug Donahue is dedicated to supplying the City of Chandler with not only contracted items but is willing to help quote non-contracted parts whenever requested with competitive pricing. Ewing Irrigation responds quickly to correspondence and delivers our orders in an efficient and timely manner. Central Supply has not had any issues arise with Ewing Irrigation and just recently renewed their contract.

It is a pleasure to do business with Ewing and plan on continuing a relationship with them for our PVC and plumbing parts.

Sincerely,

[Signature]

Janet McFaul
Administrative Assistant
Janet.McFaul@Chandleraz.gov
To: Mohave Educational Services/Ewing Irrigation Products  
From: Gary Barkman, Procurement Specialist Supervisor  
Re: Letter of Reference  
Date: November 13, 2014  

To Whom It May Concern,  

I am writing this letter on behalf of Ewing Irrigation Products. As the largest School District in the State of Arizona, we generate several contracts for a diversified group of commodities/materials, services and construction projects.  

Ewing Irrigation Products, Inc. has performed business with Mesa Public Schools for the past several years and are one of our awarded vendors on a highly competitive and consistently used “Sprinkler and Irrigation” contract. They are very responsive to our District’s needs, perform in a professional manner and their service to date has been impeccable.  

Ewing Irrigation Products is one of the leaders in the sprinkler and irrigation industry that cover a plethora of major manufacturers'. As a Procurement Specialist Supervisor for our District, I would not hesitate to utilize their services for any of our sprinkler and irrigation needs.  

Please feel free to contact me, with questions.  

Best Regards,  

[Signature]  

Gary Barkman, CPPB  
Procurement Specialist Supervisor  
Mesa Public Schools  
480 472-6116 – Phone #  
480 472-6125 – Fax #  
gabarkma@mpsaz.org
Irrigation and Landscaping Products

Shipping Information:

Stock and special order goods may be shipped prepaid F.O.B. freight allowed. In other cases, the cost of freight may be added to the order. Shipping is subject to availability of the order, shipping method, and shipping location. Actual shipping charges will be added to the order. Shipping rates can be a flat rate, a few per item, or per pallet. There is a charge for shipping to Alaska and Hawaii. There is also a charge for pallets.

 Expedited shipping is of course available upon request. Whether it is in-bound freight or delivery, the actual charges incurred are added to the invoice and billed directly to the Mohave member.

Ewing's standard restock charge is 15%. This amount would be deducted from any credit due.

As a general rule, Ewing will take back any new material that is in reasonable condition within a reasonable time frame. The exception would be any items that are non-stock (special orders). We may not take back non-stock items. If we do, they will likely be returned to the manufacturer. A restock fee is charged to return the material to the manufacturer will be deducted from any credit owed.

The Mohave member would be responsible for any return shipping charges. The exception would be if Ewing shipped any product in error, in which case Ewing would be responsible for the return freight.

Section: Price and Service Rates

Delivery charges are a function of the value of the order, delivery method, and delivery location. As a general rule, there is no charge for delivery with orders over $750. Delivery estimates can be provided to the Mohave member prior to shipment. Actual delivery charges will be added to the order and billed to the Mohave member.

N/A
### Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., "Service Technician"). Replace the "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if labor rates do not apply under an awarded contract.

<table>
<thead>
<tr>
<th>Type of Labor Rate</th>
<th>Normal Hours</th>
<th>Overtime Hours</th>
<th>Holiday Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate</td>
<td>Rate</td>
<td>Rate</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Discounts by Manufacturer:

Replace the text below with a description of each of your manufacturer's discount information. Replace the "manufacturer" below with the name of the manufacturer. Replace the "Product Type" below with a description of the products provided by that manufacturer. Include the discount off MSRP, shipping, and warranty information for that manufacturer. Add additional line items as necessary to describe all of your products.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type of Product</th>
<th>Discount Off</th>
<th>MSRP</th>
<th>Shipping</th>
<th>Warranty</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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</tr>
</tbody>
</table>

### Discounts by List or Catalog Price:

Replace the text below with a description regarding the discount off List or Catalog Price.
Replace the "List/Catalog" below with the name of the published List Price or Catalog title.
Replace the "Product Type" below with a description of the products provided in the List Price of Catalog. Include the discount off List or Catalog Price, shipping and warranty information for that manufacturer. Add additional line items as necessary to describe all of your products.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Type of Product</th>
<th>Discount Off</th>
<th>List/Catalog Price</th>
<th>Shipping</th>
<th>Warranty</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Volume Discounts:

Replace the text below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to qualify. Replace the "additional discount" with the additional discount amount.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Amount of Purchase Required</th>
<th>Additional Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
General Terms and Conditions

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS § 38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Providing products under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.
1.7. **Continuation of performance:** Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. **Gratuities:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member’s policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. **CERTIFICATION**

By signing the Offer and Acceptance Form (page 42 of the RFP), offeror certifies the following:
- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror’s business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS § Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. **CONFIRMATION/DISCUSSIONS**

3.1. **Confirmation:** If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive. Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file.
3.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave based on the requirements and evaluation factors in this request for proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors’ proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave’s intent to award a complete line of products, when possible and advantageous.
7.2. **Best and final offers (Revisions to Proposals):** Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

7.3. **Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

7.4. **Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave’s decision shall be final.

7.5. **Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.6. **Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave’s basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members’ past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members’ experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor’s ability to provide for our large, diverse membership, geographic area(s) served, Mohave’s past experience with contracts for similar product/services, and/or other relevant criteria.

7.7. **Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave’s members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.8. **Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor’s actions under previously awarded contracts to public agencies. It includes contract vendor’s record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.9. **Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

7.10. **Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.
7.11. Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.12. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL and STATE REQUIREMENTS

8.1. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

8.2. Compliance with workforce requirements: Pursuant to ARS § 41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: https://e-verify.uscis.gov/enroll/startpage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.
8.3. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.4. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.5. Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.6. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.7. Terrorism country divestments: In accordance with ARS § 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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 it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.
10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member’s modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member’s action will not preclude contract vendor’s obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

12.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the request for proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave’s rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting; audit; contract administration; escalation; member contact; open order/status report; and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.
13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member’s independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor’s and subcontractor’s books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

14.8. Availability of funds: Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.
14.11. **Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.12. **Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. **Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.14. **Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave’s website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave’s members.

14.15. **Novation:** If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. **Pricing extension errors:** In case of error in extension of prices in the offer, unit prices shall govern.

14.18. **Proposal opening:** Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.19. **Relationship of the parties:** Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. **Removal from prospective bidders list:** Any offeror submitting a 'perfunctory' proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.
14.21. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

14.22. **Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

15. **PAYMENT**

15.1. **Billing:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. **Contacting member about payment:** Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. **Contract vendor invoice:** Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave’s 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave’s administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. **Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

15.5. **Correct billing:** Contract products may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. **Credit hold:** Contract vendor agrees to advise Mohave’s Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. **Payment time:** Payment terms are net thirty (30) days from receipt of contract vendor’s invoice.

15.8. **Quick pay discounts:** Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.
15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to: 625 E. Beale St. Kingman, AZ 86401

16. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

16.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the request for proposals for receipt of proposals.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. New products shall be submitted for approval following the process detailed in the Special Terms and Conditions (see Pricing, New catalogs/pricelists), prior to being offered to members.
17.3. **New products/services:** New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause.

17.4. **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

17.5. **Product line:** Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. **PROTESTS**

Protests shall be filed with Julia E. Tribbett, the Executive Director of Mohave (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401. Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 pm, local AZ time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party’s representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. **RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party’s intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. **SAFETY STANDARDS**

Items supplied under the contract shall comply with applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. **SHIPPING**

21.1. **Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.
21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.
General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 42 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave’s decision shall be final.)
Special Terms and Conditions

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 28 - 40. Please review them and complete the Special Terms and Conditions Acceptance Form (page 25).

1. CONSTRUCTION

1.1. Construction: Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:
   - The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.
   - The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.

Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

1.2. Liens: All materials be free of liens.

2. DELIVERY

2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

2.2. Defective goods: Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. FORM OF CONTRACT

3.1. Contract vendor documents: Mohave will review proposed contract vendor documents. Contract vendor's documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.
3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSURANCE

4.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. Place after Tab 2b.

In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

4.2. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

5. MANUFACTURER SUPPORT

Offers submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

6. OFFER ACCEPTANCE PERIOD

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

7. OVERVIEW

7.1. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

7.2. Offeror qualifications: It is preferred that the offeror have extensive knowledge and at least three (3) years experience with the products offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.3. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
5. Member pays contract vendor.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

8. PRICING

8.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.
8.2. Application of pricing: In Mohave’s purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor’s quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor’s quote does not exist or is invalid. However, other factors may apply.

8.3. Basis for pricing: Contract pricing under this RFP must be based upon:

1. Percent of discount(s) off manufacturer’s price list(s), published List Price, or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal); or
3. A combination of the above.

8.4. Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.

8.5. Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

8.6. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

8.7. Discounts: Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

8.8. Effect of price: No contract shall be awarded solely on the basis of price.

8.9. Established catalog price: The price included in a catalog, price list, schedule or other form that:
   - Is regularly maintained by a manufacturer, distributor or contractor.
   - Is either published or otherwise available for inspection by customers.
   - States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Established catalog price is referred to as manufacturer’s price list, price list, or catalogs throughout this solicitation.

8.10. Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor’s control.

8.11. Fixed price review: Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members’ best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
8.12. **New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members’ best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract.

8.13. **Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

8.14. **Percent of discount as fixed price:** Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

8.15. **Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

8.16. **Price workbook:** All offerors must complete the 14R Irrigation and Landscaping Products Workbook titled “14r irrigation and landscaping products.xlsx”. Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Failure to provide and complete the 14R Irrigation and Landscaping Products Workbook shall render your proposal nonresponsive. **Place after Tab 3a.**

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

8.17. **Special pricing offers:** Special pricing offers (e.g., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9. **SITE REQUIREMENTS**

9.1. **Contract vendor employee fingerprinting:** Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member’s Governing Board policy, for persons who, “as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.”

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

9.2. **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

10. **TERM OF CONTRACT AND EXTENSION**

10.1. **Contract period:** It is Mohave’s intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-
month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

10.2. **Contract extension**: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

10.3. **Month-to-month extensions**: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

11. **WARRANTY/QUALITY GUARANTEE**

11.1. **Fitness**: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

11.2. **Inspection**: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

11.3. **Quality**: Unless otherwise specified, contract vendor warrants that for ninety (90) days after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

11.4. **Warranty requirements**: Contract vendor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer’s warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer’s warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.
Special Terms and Conditions Acceptance Form

Signature on Page 42 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☑️ We take no exceptions/deviations to the Special Terms and Conditions.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below.

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave’s decision shall be final.)
1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of irrigation and landscaping products as specified within this Request for Proposal. These products are requested for Mohave's membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) consecutive one-year extension options.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Advantage Controls, Aeromat, Arrowhead, Cantex, Carson, Channel Lock, Christy's, Dura, Everfilt, EZ Flo, Febco/Watts, Halco, Hunter, Inject-O-Meter, Intermatic, K-Rain, Kichler, Lasco, J & M Eagle, Monsanto, Netafim, Oatey, Pennington, Rain Bird, Signature, True Temper, WeatherTRAK, and/or equal quality products. Specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

This is a new contract for Mohave. We are responding to member requests from around the state for products/services. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing offers only. The successful offeror(s)' pricing schedule shall apply regardless of the volume of business under the contract. Work shall be performed at various locations statewide.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>ESTIMATED DATE</th>
</tr>
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<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>September 12, 2014</td>
</tr>
<tr>
<td>Pre-proposal Conference Held</td>
<td>September 22, 2014 at 10:00 a.m. (local AZ time)</td>
</tr>
<tr>
<td></td>
<td>Pre-proposal conference will be held utilizing WebEx/MeetingBridge telephone conferencing. Please contact Mohave for reservation details.</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>October 3, 2014 at 5:00 p.m. (local AZ time)</td>
</tr>
<tr>
<td>Published RFP Due Date and Time</td>
<td>October 10, 2014 at 3:00 p.m. (local AZ time)</td>
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<td>625 East Beale Street, Kingman, AZ 86401</td>
</tr>
<tr>
<td>Public Opening of Proposal</td>
<td>October 10, 2014 at 3:00 p.m. (local AZ time)</td>
</tr>
<tr>
<td>Notice of Intent to Award (estimated date only)</td>
<td>November 26, 2014</td>
</tr>
<tr>
<td>Execution of Contract(s) (estimated date only)</td>
<td>November 26, 2014</td>
</tr>
</tbody>
</table>
3. SUBMISSION OF PROPOSAL

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the RFP Instructions to Offeror and Checklist.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Scope of Work, Specifications with exceptions/deviations noted;

2) Pricing Information: Discount summary, electronic workbook and/or pricing documents, pricing methodology;

3) Required Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

4) Primary Contract Documents: Completed primary contract documents, support and maintenance information, sample supplemental agreements;

5) Additional Information: Checklist form, descriptive literature and supporting printed data, additional information.
**Specifications**

**SPECIFICATIONS**

**Compliance with specifications:** The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

**Deviations from specifications:** Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the Scope of Work and Specifications Acceptance Form.

**Partial proposals:** Mohave will consider partial proposals for award of a contract. Mohave will be the sole judge of products offered, and Mohave's decision shall be final.

**Purpose of specifications:** Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply</th>
<th>Deviate*</th>
</tr>
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<tbody>
<tr>
<td>1.1 Irrigation and Landscaping Products - General Requirements</td>
<td></td>
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</tr>
<tr>
<td>1.1.01 Products offered shall meet current applicable federal, state, and local building codes for the application(s) of the product(s) intended use.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.1.02 Products offered shall meet current applicable Industry standards for materials and/or manufacturing.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.1.03 Contract vendor shall provide member documentation that provides proof product or products comply with current applicable building code and/or industry standard upon request.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.1.04 Contract vendor shall supply current applicable Material Safety Data Sheets (MSDS) upon request.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.2 Anti-Siphon Valves and Backflow Devices</td>
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</tr>
<tr>
<td>1.2.01 Anti-siphon valves shall include, but not be limited to: electrical or manual control; adapters; and replacement parts.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.2.02 Backflow devices shall include, but not be limited to: reduced pressure preventers; ball valves; vacuum breakers; high hazard; double check valves; In-line; and replacement parts.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.3 Cable, Wiring, and Electrical Products</td>
<td></td>
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<tr>
<td>1.3.01 Cable products shall include, but not be limited to: shielded cable; communication cable; and control cable.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>1.3.02</td>
<td>Wiring products shall include, but not be limited to: direct bury; UV rated; low voltage; non-metallic (NM) cable; armored cable; bare and building wire.</td>
<td>✓</td>
</tr>
<tr>
<td>1.3.03</td>
<td>Electrical products shall include, but not be limited to: fuses; hardware; lamps; sockets; wire connectors; butt connectors; circuit breakers; electrical fittings; conduit; interior and exterior metal and plastic junction boxes; wiring devices; tape; and covers.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.4 Controllers and Controller Accessories</strong></td>
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<tr>
<td>1.4.01</td>
<td>Controller products shall include, but not be limited to: automatic and manual controllers; battery operated controllers; field controllers; wireless controllers; Irrigation controllers; custom command controllers; and timers.</td>
<td>✓</td>
</tr>
<tr>
<td>1.4.02</td>
<td>Controller accessories products shall include, but not be limited to: solenoids; remote kits; actuators; enclosures; guard covers; and repair parts.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.5 Drainage and Flood Control Products</strong></td>
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<tr>
<td>1.5.01</td>
<td>Drainage products shall include, but not be limited to: leach pipe; grates; channel drains; corrugated drainage pipe; sewer pipe; catch basins; flexible drainage pipe; and fittings.</td>
<td>No-bid</td>
</tr>
<tr>
<td>1.5.02</td>
<td>Flood control products shall include, but not be limited to: sand bags; sand; waterproof tarps; flood control pumps; and portable pumps.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.6 Drip Irrigation and Misting Systems</strong></td>
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<tr>
<td>1.6.01</td>
<td>Drip irrigation products shall include, but not be limited to: controllers; bubblers; emitters; filters; fittings; spray heads; stakes; tubing; repair and maintenance kits.</td>
<td>No-bid</td>
</tr>
<tr>
<td>1.6.02</td>
<td>Misting system products shall include, but not be limited to: tubing; fittings; sprayers; filter systems; repair and maintenance kits.</td>
<td>✓</td>
</tr>
<tr>
<td>1.6.03</td>
<td>Drip irrigation and misting system valves shall include, but not be limited to: air/vacuum relief valves; ball valves; and flow control valves.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.7 Edging and Border Products</strong></td>
<td></td>
<td></td>
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<tr>
<td>1.7.01</td>
<td>Edging and border products shall include, but not be limited to: masonry edging; plastic edging; wood timbers and lodge poles; steel edging; benderboard; stakes; and spikes.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.8 Hoses and Accessories</strong></td>
<td></td>
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<tr>
<td>1.8.01</td>
<td>Hose products shall include, but not be limited to: garden hoses; high-pressure hoses; industrial application hoses; and soaker hoses.</td>
<td>✓</td>
</tr>
<tr>
<td>1.8.02</td>
<td>Hose accessories shall include, but not be limited to: hose nozzles; sprinklers; hose adaptors; washers; shut-offs; soakers; and sprayers.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.9 Landscape Lighting</strong></td>
<td></td>
<td></td>
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<tr>
<td>1.9.01</td>
<td>Landscape lighting products shall include, but not be limited to: bollards; low- and high-voltage lighting systems; step lights; solar lights; walkway lighting; timers; well lights; underwater lighting; transformers; and timers.</td>
<td>✓</td>
</tr>
<tr>
<td><strong>1.10 Landscaping, Gardening, and Hand Tools, Accessories, and Personal Safety Equipment</strong></td>
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<td></td>
</tr>
<tr>
<td>1.10.01</td>
<td>Tools for irrigation and landscaping repair and maintenance shall include, but not be limited to: hand tools; pipe wrenches; PVC cutters; shovels; irrigation control and electrical testing equipment; wheelbarrows; walk behind and hand held seed and fertilizer spreaders; propane torches; and wire brushes</td>
<td>✓</td>
</tr>
<tr>
<td>1.10.02</td>
<td>Tools for landscaping and gardening shall include, but not be limited to: loppers; pruners; spreaders; shovels; rakes; brooms; and carts.</td>
<td>✓</td>
</tr>
<tr>
<td>1.10.03</td>
<td>Safety equipment and accessories shall include, but not be limited to: gloves; hats; respirators and filters; eye and face protection; kneepads; and first aid kits.</td>
<td>✓</td>
</tr>
<tr>
<td>1.10.04</td>
<td>Landscaping and gardening maintenance products shall include, but not be limited to: trash and cleanup bags; trash containers; and trash pickers.</td>
<td></td>
</tr>
<tr>
<td>1.10.05</td>
<td>Products for the maintenance and operation of hand operated power tools shall include, but not be limited to: chain saw chains and bars; gas cans; replacement cutting blades (mower, and edger); spark plugs; air filters; two-cycle and bar oil; and trimmer spools and string are requested.</td>
<td></td>
</tr>
<tr>
<td>1.10.06</td>
<td>New, refurbished, or used power tools and accessories/attachments are not requested and shall not be allowed under an awarded contract.</td>
<td></td>
</tr>
<tr>
<td><strong>1.11 Landscaping Products</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11.01</td>
<td>Landscaping products shall include, but not be limited to: aggregate; decorative rock; stakes; wood chips; mortar and concrete mixes.</td>
<td></td>
</tr>
<tr>
<td>1.11.02</td>
<td>Landscaping chemical products shall include, but not be limited to: pre-emergence, weed killer, soil conditioners; and fertilizers.</td>
<td></td>
</tr>
<tr>
<td>1.11.03</td>
<td>Landscaping sheeting products shall include, but not be limited to: visqueen; landscaping cloth; and plant covers.</td>
<td></td>
</tr>
<tr>
<td>1.11.04</td>
<td>Landscaping agricultural products shall include, but not be limited to: seed; sod; soils; and soil amendments.</td>
<td></td>
</tr>
<tr>
<td>1.11.05</td>
<td>Landscaping walkway products shall include, but not be limited to: pavers; cobblestones; cultured stone products; brick; and pavers.</td>
<td></td>
</tr>
<tr>
<td>1.11.06</td>
<td>Fiberglass or faux decorative rock enclosures may be offered.</td>
<td></td>
</tr>
<tr>
<td>1.11.07</td>
<td>Planter and container systems may be offered.</td>
<td></td>
</tr>
<tr>
<td><strong>1.12 Pipe and Tubing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12.01</td>
<td>Pipe and tubing products shall include, but not be limited to: PVC (class 200 and 125, schedule 40 and 80); galvanized iron pipe; iron pipe; copper pipe and tubing; polyethylene pipe; triple wall drainage pipe; sewer pipe; CPVC; purple reclaimed water pipe; and custom striped tubing and piping.</td>
<td></td>
</tr>
<tr>
<td><strong>1.13 Pipe and Tubing Fittings and Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13.01</td>
<td>Pipe and tubing fittings shall include, but not be limited to: couplings; sweeps; elbows; tees; wyes; gasketed fittings; terminal adapters; repair couplings; compression fittings; manifolds; reducers; and caps.</td>
<td></td>
</tr>
<tr>
<td>1.13.02</td>
<td>Pipe and tubing accessories shall include, but not be limited to: PVC primer and glue, gasket sealer; solder; flux; polytetrafluoroethylene (PTFE) tape; gaskets; glue dabbers; and cleaners.</td>
<td></td>
</tr>
<tr>
<td><strong>1.14 Sprinklers and Sprinkler Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14.01</td>
<td>Sprinkler products shall include, but not be limited to: impact; pop-up; rotary; and shrub.</td>
<td></td>
</tr>
<tr>
<td>1.14.02</td>
<td>Sprinkler accessories shall include, but not be limited to: sprinkler base; risers; riser fittings; swing joint assemblies and fittings; and repair kits.</td>
<td></td>
</tr>
<tr>
<td><strong>1.15 Valves</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15.01</td>
<td>Valves shall include, but not be limited to: ball; butterfly; gate; brass, iron, chrome, or PVC; battery operated control; remote control valves; electric and hydraulic control valves; port valves; dirty-water valves; check and spring check valves; and irrigation valves.</td>
<td></td>
</tr>
<tr>
<td>1.15.02</td>
<td>Concrete, metal, fiberglass, composite, or plastic vault and valve boxes may be offered.</td>
<td></td>
</tr>
<tr>
<td><strong>1.16 Watergarden Products and Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16.01</td>
<td>Watergarden products and accessories shall include, but not be limited to: pumps; fountain pumps; submersible pumps; fountain heads; filters; pond jets; pond liners; pond chemicals; pond covers; float valves; skimmers; cascades; drain kits; waterfall stones; pond kits; aerators and aerator systems; pond liner installation and repair kits.</td>
<td></td>
</tr>
<tr>
<td>1.17</td>
<td>In-Store Repair Services for Controllers, Timers, and Valves</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1.17.01</td>
<td>In-store repairs for irrigation controllers, timers, and valves are requested.</td>
<td></td>
</tr>
<tr>
<td>1.17.02</td>
<td>Repair parts for irrigation controllers, timers, and valves are requested.</td>
<td></td>
</tr>
</tbody>
</table>

*Exceptions/deviations must be listed on the Scope of Work and Specifications Acceptance Form. List the specification number for each exception/deviation.
Scope of Work and Specifications Acceptance Form

Signature on page 42 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ We take no exceptions/deviations to the Scope of Work and Specifications.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave’s decision shall be final.)
Required Information – Method of Approach

**Place after Tab 2a**

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use “boilerplate” answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract. See attached page.

2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
   - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
   - Communication process with Mohave and its members;
   - Awards from this solicitation will not allow members to place orders directly online from a vendor website under an awarded contract. If your firm offers an online ordering process and website; provide information how sales can be monitored to prevent orders being processed under an awarded contract;
   - Training (Initial and ongoing);
   - Delivery time to members; and
   - Any other value-added services that may benefit members. See attached page.

3. If your firm offers more than one location for In-store sales under an awarded contract, include details on how each location will administer sales under an awarded contract. How will sales be reported to Mohave in a reconciliation report? See attached page.

4. Provide all locations that will service members under an awarded contract. Include addresses, days and hours of operation, and the main contact person for each location.

   See attached page.

5. Indicate how you will ensure your sales staff (all locations) does not sell products or services that are not on contract or will not meet the public need.

   Training to all Ewing staff at all branch levels will be given to insure that we stay within compliance. The Mohave member account number will also flag the Ewing staff to not sell none contract products to Mohave members.

---

Note: See Best and Final Offer
For further details
Executive Summary

1. Ewing Irrigation, Golf and Industrial Products has been in business since 1922, headquartered in Phoenix, Arizona and offering seventeen convenient locations throughout AZ. With the rapidly changing business world of today we treat each customer as a market of one and offer each client a flexible and custom approach to fulfilling their needs. As a service organization we strive to insure that our customers receive the finest treatment possible with each purchase. Ewing Irrigation offers a broad range of product selection for irrigation and landscape products. Our branch and sales staff of service professionals understand the demanding requirements of the irrigation and landscape industry, each member of our service professional team are trained to maintain a high level of product knowledge and technical expertise to assist you.

2. Project Plan:
   - To manage the Mohave project, Ewing shall assigned an account manager for Mohave and its members, this person will be the Main Mohave Representative person named on page 19 sections 7, the Ewing account team structure shall include each of the seventeen Ewing branch managers and the branch staff that best serves but is not limited to the nearest geographic location to the Mohave member. A Contract Administrator shall be the same as the Main Representative. The main contact/contract administrator shall oversee and review the account with the seventeen branch managers. The sales contact process shall begin at the Ewing location of purchase by the Mohave member for account support. Periodic account review process will be performed monthly by the Main contact / contract administrator who will review the member credit status monthly, quarterly; upon request by Mohave, its members or the Ewing branch managers to also include and review any concerns for this project. The Mohave purchasing account for administration fees and reconciliation report will be reviewed monthly by the Reconciliation contact named on page 19 sections 7.
   - Communication process with Mohave and its members is preferred to begin at the Ewing branch manager level, then if need be to the Ewing contact representative / administrator.
   - Ewing Irrigation provides online ordering, Mohave shall have an account number assigned to Mohave, for the members use, the account number will be programmed to flag our Ewing staff to not process the order under the Mohave awarded contract and to contact the Mohave authorized purchasing member for instructions.
   - Training will be provided upon request by the Mohave member on the products purchased from Ewing. Most Ewing locations are equipped with a training room that can be utilized for customer training and support, product training may be in most circumstances provided at the customer’s project or site location.
   - Delivery Time, scheduled deliveries vary based on location of delivery, product availability, delivery backlog and time of placed order. In many cases orders can be delivered next day, but on average delivery time can be 5-10 days.
   - Ewing offers many value services, we are committed to our customers success, Ewing Irrigation’s seventeen convenient Arizona branch locations are well stocked with the broadest range of irrigation and landscape products. We also offer job tracking express call services, industry support, water management solutions and educational services.

3. In-store sales on the Mohave awarded contract will be tracked by a Mohave customer account number that will be assigned to Mohave, Mohave can provide this account number to the members after Mohave has reviewed the member purchase order for such purchasing. Under this account number Mohave will be set up with a Ewing job tracking number which will be associated with the Mohave member bid pricing. When the customer request to purchase on the pre approved purchase order by Mohave the account will flag our staff that this customer is a Mohave member and prompt them not to provide any additional products without a prior Mohave purchase order review. Our staff will enter the sale under the contract and these transactions will be generated in a monthly report to Mohave by the reconciliation contact.
4. The following are the Ewing Irrigation branch locations for member services:

<table>
<thead>
<tr>
<th>Location, AZ</th>
<th>Contact Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Operating Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buckeye, AZ</td>
<td>Lance Shuck</td>
<td>1031 N. Jackrabbit Trail</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Mesa, AZ</td>
<td>Louie McPherson</td>
<td>2661 N. Ogden Rd</td>
<td>508-222-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Scott Wheeler</td>
<td>3441 E. Harbour Dr.</td>
<td>Phoenix, AZ 85034</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Chandler, AZ</td>
<td>Hunter Williams</td>
<td>6150 W. Chandler Blvd</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Mesa, AZ</td>
<td>JJ Markell</td>
<td>921 S. Horne Rd</td>
<td>508-222-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Central Phoenix, AZ</td>
<td>Larry Naftzger</td>
<td>1811 W. Peoria Ave</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Deer Valley, AZ</td>
<td>Ray Espinoza</td>
<td>21401 N. 21st Ave</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Peoria, AZ</td>
<td>Jake Sommer</td>
<td>19085 N. 83rd Ave, Ste.B</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>West Phoenix, AZ</td>
<td>Mario Ruiz</td>
<td>7920 W. Thomas Rd</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Pinnacle Peak, AZ</td>
<td>TBA</td>
<td>7545 E. Adobe Dr</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Scottsdale, AZ</td>
<td>Roy mosel</td>
<td>8381 E. Gelding dr</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Tucson, AZ</td>
<td>Jesus Montano</td>
<td>4250 S. Station Master Dr</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 7am to 11am</td>
</tr>
<tr>
<td>Prescott Valley, AZ</td>
<td>Miguel Pulido</td>
<td>8267 E. Pecos Dr</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Surprise, AZ</td>
<td>Mike Mackey</td>
<td>17194 N. Dysart Rd</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>North Tucson, AZ</td>
<td>Mike Debellis</td>
<td>4905 N. Shamrock Pl</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 7am to 11am</td>
</tr>
<tr>
<td>Queen Creek, AZ</td>
<td>Dave Paetow</td>
<td>22030 S. Scotland Dr</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
<tr>
<td>Tempe, AZ</td>
<td>Frank Lopez</td>
<td>1221 E. Curry Rd</td>
<td>602-795-5555</td>
<td>Mon-Fri 6am to 5pm, Sat 8am to 12pm</td>
</tr>
</tbody>
</table>
List five (5) irrigation and/or landscaping product orders that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of product(s), year of the product order, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Public Agency</th>
<th>Contract Sales Amount</th>
<th>Year of the Project</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Town of Marana</td>
<td>1642.00</td>
<td>2014</td>
<td>Steve Schmidt</td>
<td>520-382-1950</td>
</tr>
</tbody>
</table>

**Description of problem #1, and what steps were taken to satisfy the customer.**

#1. The order was placed by Ewing Irrigation and had shipped to the wrong Ewing branch location in another state, Ewing immediately informed the customer of the issue, then placed another order from the manufacture to get the product to the customer before their installation deadline.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Public Agency</th>
<th>Contract Sales Amount</th>
<th>Year of the Project</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>University of Arizona</td>
<td>268.82</td>
<td>2014</td>
<td>Joshua Martin</td>
<td>520-621-3886</td>
</tr>
</tbody>
</table>

**Description of problem #2, and what steps were taken to satisfy the customer.**

The customer placed an order, but ordered the wrong product, because the customer made a one digit error and the wrong product had been delivered, The customer returned the product to Ewing and the customer account was credited, then the correct product was delivered.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Public Agency</th>
<th>Contract Sales Amount</th>
<th>Year of the Project</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>City of San Luis</td>
<td>17,431.16</td>
<td>2013</td>
<td>Chris</td>
<td>928-920-5328</td>
</tr>
</tbody>
</table>

**Description of problem #3, and what steps were taken to satisfy the customer.**

Material was not available when customer requested it, Ewing provided a better blend of material at the same price after customer approved it.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Public Agency</th>
<th>Contract Sales Amount</th>
<th>Year of the Project</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Mesa Community College</td>
<td>543.20</td>
<td>2014</td>
<td>Cheryl</td>
<td>480-633-9530</td>
</tr>
</tbody>
</table>

**Description of problem #4, and what steps were taken to satisfy the customer.**

Ewing made a delivery to MCC. We forgot 2 Deblers on the shipment. The customer was given the Deblers, so as not to have to cut another PO for $154.

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Public Agency</th>
<th>Contract Sales Amount</th>
<th>Year of the Project</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Needles Irrigation District</td>
<td>1425.72</td>
<td>2014</td>
<td>Josephin Lopez</td>
<td></td>
</tr>
</tbody>
</table>

**Description of problem #5, and what steps were taken to satisfy the customer.**

Customer was mistakenly shipped twice the order amount, Customer was credit the wrong amount and the over order amount was picked up at no cost to customer. A credit re-bill was issued.
Indicate if your offer is regional or statewide:  Regional ______  Statewide __ X __

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.
NONE.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?
Maricopa/Pinal/Plma counties 85 %
Northern Arizona 5 %
Southern Arizona 10 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?
Our sales force consist of nine Outside Sales Representatives as well as the seventeen Branch Managers, 100% of the State of Arizona will be covered.
The primary geographic sales areas are Phoenix, Tucson and their metropolitan areas.

If a Mohave member in a geographic area of Arizona that is remote from your general sales service area needs your products, please describe how you would service the remote member’s needs. Are there any minimum order amounts required for delivery or shipping of products?
The delivery is qualified based on the amount of purchase and size of product to be delivered at one time. If Ewing uses a outside freight carrier for delivery of the product the amount is based on the freight carriers delivery rates based on weight and size to the members geographic area.

There are no minimum order amounts for delivery of products as long as there is carrier service to the geographical area.
Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a brief history of your company that includes length of time in business and your firm’s philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

   Provide the address for your company’s headquarters. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract. See Attached Pages

2. Provide a current letter from your financial Institution indicating the range of credit available to your firm, (e.g., “credit in the low nine figures” or “credit line exceeding five figures”). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm’s stability and payment history. These letters will only be used to evaluate proposals and will not be made available to the public.

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. Place after Tab 2c. See Attached Pages

3. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm’s ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations. NOTE: This information is used for reporting purposes only and is not a factor in evaluation.

   We do not qualify as a minority owned business

4. Include information regarding your authorization to submit a proposal for the specified products and that you can provide the products if awarded a contract. Indicate if you are a bona fide dealer for the products in the proposal, or if you are a manufacturer of the products in the proposal. Ewing is a bona fide distributor for the products in the proposal. See Attached letter response: To: Mohave Arizona Cooperative Services

5. Provide a letter of reference from three (3) different Arizona public agencies where products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:

   - Organization’s name and location
   - Organization’s representative and contact information (phone and email address)
   - A brief description of the work, when and where the work was performed
   - Any specific issues that may be pertinent regarding the work performed
   - Letters shall be properly dated, signed and on organization’s letterhead

See Attached Letter of Reference

Note: See Best and Final Offer
For further details
Required Information – Qualifications and Experience

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use “boilerplate” answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a brief history of your company that includes length of time in business and your firm’s philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

   Ewing Irrigation, Golf and Industrial Products has been in business since 1922, (92 years) Headquartered in Phoenix Arizona Ewing provides landscape, irrigation and golf course professionals with the supplies they need to create healthy, sustainable environments. Our breadth of products has evolved to include water management solutions, agronomic supplies, landscape lighting, water features, hardscape and erosion control. Ewing maintains branch operations in 195 convenient locations from coast to coast. With the rapidly business world changes of today we treat each customer as a market of one and offer each client a flexible and custom approach to fulfilling their needs. As a service organization we strive to insure that our customers receive the finest treatment possible with each purchase. Our branch and sales staff of service professionals understand the demanding requirements of the irrigation and landscape industry, each member of our service professional team are trained to maintain a high level of product knowledge and technical expertise and ready to serve your business needs.

2. Provide the address for your company’s headquarters. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.

   Ewing Irrigation, Golf and Industrial Products, 3441 E. Harbour Dr. Phoenix AZ 85034. Since 1922, Ewing Irrigation has provided the services to its products that are being proposed.
   - Rilus Graham, Senior Vice President Credit Administrator, 35 years experience in credit administration and green industry products.
   - Lynda Jones, Credit Manager, 25 years accounting experience.
   - Steve Montano, Water Management Specialist, I.A. Certified Irrigation Water Auditor, 32 years Irrigation and Landscape Professional.
   - Jake Ray, Arizona Regional Manager, 10 years branch and customer account manager.
   - Doug Donahue, Res-Com sales, 30 years experience in green industry products.

3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., “credit in the low nine figures” or “credit line exceeding five figures”). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm’s stability and payment history. These letters will only be used to evaluate proposals and will not be made available to the public.

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. Place after Tab 2c.
4. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm’s ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations. NOTE: This information is used for reporting purposes only and is not a factor in evaluation.

We do not qualify as a minority owned business

5. Include information regarding your authorization to submit a proposal for the specified products and that you can provide the products if awarded a contract. Indicate if you are a bona fide dealer for the products in the proposal, or if you are a manufacturer of the products in the proposal. Ewing is a bona fide distributor for the products in the proposal.

Ewing is a bona fide distributor for the products in the proposal. See Attached letter response: To: Mohave Arizona Cooperative Services

6. Provide a letter of reference from three (3) different Arizona public agencies where products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:

- Organization’s name and location
- Organization’s representative and contact information (phone and email address)
- A brief description of the work, when and where the work was performed
- Any specific issues that may be pertinent regarding the work performed
- Letters shall be properly dated, signed and on organization’s letterhead

See Attached Letters of Reference
Date: 07 OCT 2014

To: Mohave Arizona Cooperative Services

From: Steve Montañó, Ewing Outside Sales Representative

The products entered in the 14R Irrigation and Landscaping work book and on a Ewing quote number submitted by Ewing to a Mohave member can be procured as an authorized manufacturer distributor and supplied by Ewing Irrigation, Golf and Industrial Products to its Mohave members.

Sincerely,

Steve Montañó

Ewing Irrigation Outside Sales Representative
October 6, 2014

Mohave Arizona Cooperative Purchasing

To Whom It May Concern,

Over the past five years, the Town of Marana Parks and Recreation Department has purchased on a regular basis through purchase order, blanket contract, point of sale, or sole distributor the following types of materials, supplies, and services from Ewing Irrigation;

Irrigation supplies, including pipe, fittings, automatic & manual valves, irrigation heads, drip system components, boxes, wire, etc.

Fertilizers, herbicides, and soil additives

Calsense irrigation controllers with in-house and field service

Landscaping, gardening and irrigation hand tools

Low voltage lighting systems and components

Our experience is that Ewing is a responsible and dependable company with knowledgeable and professional personnel. They go out of their way to take care of our needs and have helped us out in crises situations more than once.

It is with complete confidence that I recommend Ewing Irrigation for your RFP.

Please call me at (520) 382-1954 or email tellis@marana.com if you have questions regarding our relationship with Ewing Irrigation.

Regards,

[Signature]

Tom Ellis
Director
Date: 08 OCT 2014

To: Mohave Arizona Cooperative Services

From: Steve Montaño, Ewing Outside Sales Representative

We have requested a letter of reference from several public agencies and as of 08 OCT 2014 we have only received one from the Town of Marana. The other public agencies that we requested the references from are the Sunnyside Unified School District and the City of Tucson. The Tucson Unified School District did reply that they could not give us a letter of reference do to state procurement policies, but they would welcome Mohave contacting them for information on our past purchased products. Do to the time lines for this proposal we are asking that Mohave receive what we currently have available.

Below is the contact person for Tucson Unified Schools.

Tucson Unified School District 1
1010 E. 10th Street Tucson Arizona, 85705
Kevin Startt,
(520) 225-6093
Kevin.startt@tusd1.org

Sincerely,
Steve Montaño
Ewing Irrigation Outside Sales Representative
(520) 465-1313
smontano@ewing1.com
Pricing Methodology Description

☐ Our pricing methodology is percent of discount off manufacturer’s price list
☐ Published Price List
☐ Catalog
☒ Our pricing methodology is fixed pricing.
☐ Our pricing methodology is a combination of percent of discount off manufacturer’s price, published Price List or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See Basis for Pricing in the Special Terms and Conditions.)

Ewing Irrigation will have one person assigned to manage the Mohave contract. That individual will be responsible for creating the order, ensuring correct pricing per the contract. Once the order has been created, it will be sent to one of our 17 Arizona branches for fulfillment. It is our intent to honor contract pricing for one year, barring any unforeseen circumstances. In that event, Mohave would be notified. Pricing will be adjusted on an annual basis, as allowed by the contract, based on any increases by the various manufacturers.

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

Ewing pricing for the Mohave contract is based on volume, based on the expected value of the contract.

No additional volume discounts are offered at this time.
Required Information – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 07309650

Do you collect city, county and/or other local sales tax in Arizona? Yes ☒ No __

If yes, please check one:

☐ Our combined state, city, county and/or other local sales tax rate is ___% (local rate).
☒ The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program “which can be accomplished more efficiently and economically as a multi-district or multi-county operation.”

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members’ purchasing departments. Additionally, it is Mohave’s assertion that a statewide contract available to over 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes __ ☒ No ______

If no, what efficiencies and economies would members receive from a contract based on your proposal?


3. Contact Information for purchase orders:

Physical Address 3441 E. Harbour Dr. Phoenix AZ, 85034

Email Address rgraham@ewing1.com

Fax (602) 431-9067

Attention of Rillus Graham

4. Sales support by region:

<table>
<thead>
<tr>
<th>Name</th>
<th>Region served</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Montano</td>
<td>AZ</td>
<td>(520) 465-1313</td>
</tr>
<tr>
<td>Doug Donahue</td>
<td>AZ</td>
<td>(480) 619-9943</td>
</tr>
<tr>
<td>Jake Ray</td>
<td>AZ</td>
<td>(480) 213-3663</td>
</tr>
</tbody>
</table>

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes ___ No ☒ If Yes, what is the discount for 10 days? ____ 20 days? ______

6. What is your general website (Internet) address? www.ewing1.com
7. Contacts for Mohave:

**Main Mohave representative contact:** Steve Montano  
(Shall be the main point of contact for members and be responsible for member information requests.)

<table>
<thead>
<tr>
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<th>Phone number</th>
<th>Fax</th>
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<tbody>
<tr>
<td>Outside Sale Representative</td>
<td><a href="mailto:smontano@ewing1.com">smontano@ewing1.com</a></td>
<td>(520) 465-1313</td>
<td>(520) 791-9545</td>
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**Contract Administrator contact:** Steve Montano  
(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

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<td><a href="mailto:smontano@ewing1.com">smontano@ewing1.com</a></td>
<td>(520) 465-1313</td>
<td>(520) 791-9545</td>
</tr>
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</table>

**Accounting contact:** Lynda Jones  
(Shall be the main point of contact for Mohave Accounting Specialists.)

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<th>Title</th>
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<th>Phone number</th>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td>Credit Manager</td>
<td><a href="mailto:ljones@ewing1.com">ljones@ewing1.com</a></td>
<td>(602) 437-9530</td>
<td>(602) 431-9067</td>
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**Open Order Report/Status Report contact:** Doug Donahue  
(Shall be the main point of contact regarding open orders.)

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</thead>
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<tr>
<td>Outside Sale Representative</td>
<td><a href="mailto:ddonahue@ewing1.com">ddonahue@ewing1.com</a></td>
<td>(480) 619-9943</td>
<td>(480) 633-9530</td>
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</table>

**Audit contact:** Lynda Jones  
(Shall be the main point of contact for Mohave Accounting Specialists.)

<table>
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<th>Fax</th>
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<tbody>
<tr>
<td>Credit Manager</td>
<td><a href="mailto:ljones@ewing1.com">ljones@ewing1.com</a></td>
<td>(602) 437-9530</td>
<td>(602) 431-9067</td>
</tr>
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</table>

**Reconciliation contact:** Rilus Graham  
(Shall be the main point of contact for the reconciliation report.)

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<th>Fax</th>
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<tbody>
<tr>
<td>Senior Vice President Credit Admin</td>
<td><a href="mailto:rgraham@ewing1.com">rgraham@ewing1.com</a></td>
<td>(602) 437-9530</td>
<td>(602) 431-9067</td>
</tr>
</tbody>
</table>

**Escalation contact:** Jake Ray  
(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. **This contact shall be a different individual than those named for the contacts listed above.**)

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<th>Title</th>
<th>Email address</th>
<th>Phone number</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Regional Manager</td>
<td><a href="mailto:jray@ewing1.com">jray@ewing1.com</a></td>
<td>(480) 213-3663</td>
<td>(480) 940-9269</td>
</tr>
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8. **Payment remittance address** 3441 E. Harbour Dr. Phoenix AZ, 85034  
Attn: Lynda Jones

<table>
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<tr>
<th>City</th>
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<tbody>
<tr>
<td>Phoenix</td>
<td>AZ</td>
<td>85034</td>
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</table>

Telephone (invoice questions) (602) 437-9530  
FAX (602) 431-9067
Provide the requested customer support information for warranty service offered by your firm, as applicable.

☐ Yes, the following is applicable to our offer. (If yes, please provide the information below.)

☐ No, the following is not applicable to our offer.

Do you provide warranty for the items in the proposal? ☐ Yes ☐ No

If not, how do members obtain warranty service?

______________________________________________________________

Provide the name and address of your facility that will provide warranty service, under an awarded contract. Additionally, provide a contact person and phone number for warranty service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

______________________________________________________________

______________________________________________________________

Do you provide technical assistance via phone? ☐ Yes ☐ No If yes, provide a phone number and contact.

Phone Numbers and Contact Persons are listed on the warranty contact list.

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

Three per warranty site list.

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

______________________________________________________________

Describe the steps a member should take to activate a warranty, if any. Member should verify if item is under warranty based on the manufacture warranty date. Member shall bring item to their local Ewing Branch for replacement based on manufacture warranty policies.

______________________________________________________________
Provide the name and address of your facility that will provide warranty service, under an awarded contract. Additionally, provide a contact person and phone number for warranty service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

<table>
<thead>
<tr>
<th>Buckeye, AZ</th>
<th>North Mesa, AZ</th>
<th>Phoenix, AZ</th>
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</thead>
<tbody>
<tr>
<td>Lance Shuck</td>
<td>Louie McPherson</td>
<td>Scott Wheeler</td>
</tr>
<tr>
<td>1031 N. Jackrabbit Trail</td>
<td>2661 N. Ogden Rd</td>
<td>3441 E. Harbour Dr.</td>
</tr>
<tr>
<td>Buckeye AZ 85326</td>
<td>Mesa, AZ</td>
<td>Phoenix, AZ 85034</td>
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<tr>
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<tr>
<td>Hunter Williams</td>
<td>JJ Markell</td>
<td>Larry Naftzger</td>
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<tr>
<td>6150 W. Chandler Blvd</td>
<td>921 S. Horne</td>
<td>1811 W. Peoria</td>
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<tr>
<td>Chandler, AZ 85226</td>
<td>Mesa, AZ 85204</td>
<td>Peoria, AZ 85029</td>
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<tr>
<td>Ray Espinoza</td>
<td>Jake Sommer</td>
<td>Mario Ruiz</td>
</tr>
<tr>
<td>21401 N. 21st Ave</td>
<td>19085 N. 83rd Ave, Ste,B</td>
<td>7920 W. Thomas Rd</td>
</tr>
<tr>
<td>Phoenix, AZ 85027</td>
<td>Peoria, AZ 85382</td>
<td>Phoenix, AZ 85033</td>
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<tr>
<td>TBA</td>
<td>Roy mosel</td>
<td>Jesus Montano</td>
</tr>
<tr>
<td>7545 E. Adobe Dr</td>
<td>8381 E. Gelding dr</td>
<td>4250 S. Station Master Dr</td>
</tr>
<tr>
<td>Scottsdale, AZ 85255</td>
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<tr>
<td>Miguel Pulido</td>
<td>Mike Mackey</td>
<td>Mike Debellis</td>
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<tr>
<td>8267 E. Pecos Dr</td>
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<td>4905 N. Shamrock Pl</td>
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<td>Prescott Valley, AZ 86314</td>
<td>Surprise, AZ 85378</td>
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<tr>
<td>Dave Paetow</td>
<td>Frank Lopez</td>
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<tr>
<td>22030 S. Scotland</td>
<td>1221 E. Curry Rd</td>
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<tr>
<td>Queen Creek, AZ 85142</td>
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Will members be required to sign any supplemental end-user agreements (sales, credit, repair)?

☐ Yes  ☒ No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements shall include:
  - Non-appropriations clause;
  - Contract or agreement must be governed by the laws of the State of Arizona;
  - Net payment is thirty (30) days.

Agreements shall not include:
  - Terms beyond one year;
  - Waiver of right for a jury trial;
  - Requirement of upfront payment by member when purchase order is placed;
  - Entire agreement language;
  - Auto-renewal language.

Attach your reviewed/revised agreement(s). Unacceptable agreement(s) may render your proposal nonresponsive. Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).
Letter received from contract vendor stating that the terms and conditions of the Mohave contract prevail over any conflicting invoice terms. Added 1/6/16 MC.

1/5/2016

Mohave ESC
625 E Beale St.
Kingman, AZ 86401

Ref. Contract #14R-EWING-1212

This letter serves as confirmation that the terms set forth in your contract of Net 30 will prevail as we originally agreed to from the original contract date, and for as long as we are in contract with Mohave.

Thank you,

Ewing Irrigation

Lisa Rienstra
SW Spec and Public Agency Dev.
602-284-7964
EXHIBIT B
TO
COORDERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

[Quote]

See following pages.
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<th>QTY SHIP</th>
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<td>22003010 14/2 BILINE WIRE BLUE 1000FT</td>
<td>16</td>
<td>930.00</td>
<td>339.45</td>
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FILLED BY: [Signature]  DATE: 2/12/2019 16:25:16

DEL BY: [Signature]  DATE: [Signature]
### Charge Sale

**Order Number:** 9347926-A-1  
**Page:** 2  
**PHN:** (623) 582-5083  
**FAX:** (623) 582-2894  
**Requested:** 2/12/2019  
**Confirm:** 2/12/2019  
**Time:** 4:11PM  
**From:** MOHAVE EDUCATIONAL SVCS CO-OP  
**Ship To:** CHINO VALLEY

**Special Instructions:**

---

**PO#:** NEED PO PLEASE  
**Buyer:** JASON OLSON  
**Ph:**  
**Via:** OTR

**Job:** 14R.EWING.1212  
**EIP#:** 09695  
**By:** DOUG D  
**Quote#:**

| QTY  | SUG | QTY  | Item Description               | List | Net  | Ext.
|------|-----|------|--------------------------------|------|------|------
| 4    | 4   | 4    | 3M DBR/Y-6 UL 2PK SPLICE KIT    | 17   | 5.55 | 3.924 15.70 |
| 2    | 2   |      | 5/8X8 GROUND ROD W/15' #6 BARE | 18   | 127.45 | 62.760 125.52 |
| 2    | 2   |      | CARSON 10IN TAN BOX/LID         | 19   | 27.56 | 17.914 35.83 |

ORDER CONTAINS SPECIAL ORDER NON STOCKING ITEM(S)  
RETURN SUBJECT TO ADMINISTRATIVE APPROVAL

---

Want to save time? Login and save your favorite products on EwingIrrigation.com to order online and pick up in store.

**Sub Total:** 27300.50  
**Tax:** 2347.84  
**Freight:**  
**Labor:**  
**Handling:**  
**Total:** 29648.34

---

**Filled By:**

---

**Date:**

---

**Del By:**

---

**Date:** 2/12/2019 16:25:16  
**Original**
SHORT FORM AGREEMENT
FOR
IRRIGATION INSTALLATION SERVICES

THIS SHORT FORM AGREEMENT (this “Agreement”) is entered into as of May 28, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Abracadabra Landscape Corporation, an Arizona corporation (the “Contractor”), pursuant to Section 32.05 of the Town Code.

Section I – Project Information

1. Contractor will provide irrigation installation services at Community Center Park and Memory Park (the “Services”), as set forth in the Proposals attached hereto as Exhibit A and incorporated herein by reference.

2. 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 Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

Section II – Compensation

The Town shall pay Contractor $13,081.12 for the Services.

Section III – Execution and Submission

By executing this Agreement, the authorized agent agrees (i) he/she has read the Town’s Standard Terms and Conditions, dated May 15, 2019 (the “Standard Terms and Conditions”), as set forth on the Town of Chino Valley website (http://www.chinoaz.net/173/Bid-Invitations), which are incorporated into this Agreement as if set forth fully herein, and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the Services set forth herein and upon written acceptance by the Town, it will have entered into a binding Agreement.
Amounts exceeding $25,000 will not be authorized and will require a formal procurement process.

**CONTRACT AWARD (For Town of Chino Valley Use Only)**

The Contractor shall not commence any billable work or provide any materials or service under this Agreement prior to the date this Agreement is executed by the Town.

Town of Chino Valley, an Arizona municipal corporation

______________________________  Date: ______________________
Cecilia Grittman, Town Manager

Town Attorney Approval: A0520
EXHIBIT A
TO
SHORT FORM AGREEMENT
FOR
IRRIGATION INSTALLATION SERVICES

(Proposals)

See following pages.
**ABRACADABRA LANDSCAPE CORP.**

COMMERCIAL & RESIDENTIAL CONTRACTOR- ROC 200780  
P.O. BOX 28  Litchfield Park, AZ 85340  
Office 623-594-2773  
EMAIL: design@abracadabralandscape.com

**Irrigation Install Proposal**

Date: 3/28/2019  
Job Name: TOWN OF CHINO VALLEY  
Billing address: 1527 North Road 1 East Chino Valley, AZ 86323  
Job address: Chino Valley Community Center Park - E-Perkinsville RD & N RD 1  
Attention: Jason Olson Park Superintendent  
Contacts: 928-636-264 EXT-1319  
Install Hydrometer & Baseline irrigation equipment provided by the  
Project: Town of Chino Valley

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<tr>
<th>Scope of work</th>
<th>Unit</th>
<th>Total</th>
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<tbody>
<tr>
<td>Install 4&quot; BL-BHM400 Hydrometer flow Sensor/master valve east of backflow at pump station and all necessary equipment</td>
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<td>Irrigation technical labor subtotal</td>
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<td>Install BL-3200PSS-R48 48 station pedestal controller at pump station with all necessary electrical equipment</td>
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<td>8-man/hr Install BL-SUBSTN-48 station pedestal controller at pump station with all necessary electrical equipment</td>
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<td>$600.00</td>
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<td>20-man/hr Inspect irr-controllers &amp; create KMZ files for irr-valve mapping</td>
<td>$750.00</td>
<td>$1,500.00</td>
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<td>Irrigation technical labor subtotal</td>
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<td>4 Meals-Per Diem Rates $66 per night</td>
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**Travel Expense Total**

$787.52

**Total**

$7,257.52
ABRACADABRA LANDSCAPE CORP.
COMMERCIAL & RESIDENTIAL CONTRACTOR- ROC 200780
P.O. BOX 28 Litchfield Park, AZ 85340
Office 623-894-2773
EMAIL design@abracadabralandscape.com

Irrigation Install Proposal

Date: 3/28/2019
Job Name: TOWN OF CHINO VALLEY
Billing address 1527 North Road 1 East Chino Valley, AZ 86323
Job address Palomino Road and N Road 1 Chino Valley, 86323
Attention: Jason Olson Park Superintendent
Contacts: 928-638-264 EXT-1319
Install Hydrometer & Baseline irrigation equipment provided by the
Project: Town of Chino Valley

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<td>16-man/hr</td>
<td>Install electrical wire from hydrometer to irrigation controller</td>
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<td></td>
<td><strong>Irrigation technical labor subtotal</strong></td>
<td></td>
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<tr>
<td>8-man/hr</td>
<td>Install BL-3200PSS-R12 12 station pedestal controller at pump station with all necessary electrical equipment at library</td>
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<td>Install BL-3200PSS-R12 12 station pedestal controller at pump station with all necessary electrical equipment on the wall behind restrooms</td>
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<td>20-man/hr</td>
<td>Inspect 2 irr-controllers &amp; create KMZ files for irr-valve mapping</td>
<td>$750.00</td>
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<tr>
<td>1</td>
<td>Irrigation controller misc. electrical Install supply's</td>
<td>$85.00</td>
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<tr>
<td></td>
<td><strong>Irrigation technical labor subtotal</strong></td>
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<td></td>
<td>Travel -Per Diem Rates .54 per mile for 90 miles, Phoenix AZ To Chino Valley.</td>
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<td>4</td>
<td>Meals-Per Diem Rates $66 per night</td>
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<td></td>
<td><strong>Travel Expense Total</strong></td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
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AGENDA ITEM TITLE:
Consideration and possible action to award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley Community Development Block Grant (CDBG) Street Improvements project in the amount of $479,499.99.

RECOMMENDED ACTION:
Award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley CDBG Street Improvements project in the amount of $479,499.99.

SITUATION AND ANALYSIS:
The Town of Chino Valley was awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) in the amount of $317,643 for the construction of street improvements in the Chino Meadows V neighborhood. Improvements will consist of installing 2-inches of hot mix asphalt over a gravel base course for the following streets: Cottonwood Dr., Sharon Rd., Jean Rd., Railroad Ave., Margie Dr., Pine Ct., Cottonwood Ln., Mylo Dr., Middle Dr., Little Doggie Draw, and Miles Dr.

The CDBG Grant will pay for $317,643 of the project. The Town's will pay the balance of $161,856.99 from the Capital Improvement Fund.

Public Works' Engineering staff developed construction plans, specifications, and estimates and advertised the project for bid solicitation on April 18, 2019. Bids were received on May 15, 2019 as follows:

Asphalt Paving & Supply, Inc. $479,499.99
Earth Resources Corporation $497,688.00

Other Pertinent Documents Available Upon Request:
Appendix 7-1 CDBG Contract
in its entirety may be viewed online at [www.chinoaz.net/agendacenter](http://www.chinoaz.net/agendacenter) under the May 28, 2019 Council meeting link

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<td>Project Funding Summary</td>
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<td>CDBG Grant</td>
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<td>Town Capital Improvement Funds</td>
<td>$161,856.99</td>
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<tr>
<td>Total Project Cost</td>
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**Attachments**

APS-CDBG Street Improvements 2019
Bid Schedule
CONSTRUCTION SERVICES CONTRACT
FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT, made and entered into this _____ day of __________, 2019, by and between the Town of Chino Valley, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the “TOWN” and Asphalt Paving & Supply, Inc., hereinafter designated the “CONTRACTOR.”

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CONSTRUCTION SERVICES

1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Chino Valley Street Improvements and is generally described as follows: Construction work, in general, consists of furnishing all labor, materials, equipment, fixtures, and services required for the placement of hot mix asphalt in accordance with the plans, specifications, and other contract documents. The full scope of work is described in detail in the Contract Documents.

1.2 CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

2.0 CONTRACT TIME

2.1 CONTRACTOR shall submit to TOWN, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.

2.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence for the Contract.

2.3 The Work shall be substantially complete within 30 working days after the date when the Contract Time commences to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to
Proceed within 45 working days after the date when the Contract Time commences to run.

2.4 Failure of CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling TOWN to terminate the Contract unless CONTRACTOR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

2.5 Failure of TOWN to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CONTRACTOR’S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

2.6 TOWN’s agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling TOWN to all the remedies set forth herein or provided by law.

3.0 LIQUIDATED AND SPECIAL DAMAGES

3.1 It is hereby agreed that the amounts per day set forth herein in paragraph 3.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by TOWN, and CONTRACTOR agrees to pay such liquidated damages as herein provided.

3.1.1 TOWN and CONTRACTOR recognize that time is of the essence for this Contract and that TOWN will suffer financial loss, in addition to and apart from the costs described in Paragraph 3.2, if the Work and/or portions of the Work are not performed and completed within the times specified, plus any extensions thereof allowed in accordance within the Contract Documents. TOWN and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by TOWN if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG Section 108.9] for each working day that expires after the time specified for substantial completion, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR neglects, refuses or fails to complete the remaining Work within the Contract Time or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG Section 108.9].
Section 108.9] for each working day that expires after the time specified for Final Completion and readiness for final payment.

3.2 **Special Damages:** In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay TOWN the actual costs reasonably incurred by TOWN for TOWN’s PM/CM, if applicable, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is $70.00 per hour. The rate for the work by the Project Engineer for this Contract is $150.00 per hour. The rate for work by TOWN is $80.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

3.3 TOWN may withhold and deduct from any payment due to CONTRACTOR the amount of liquidated damages, special damages, and other costs, such as CONTRACTOR’S failed testing costs or damages to other TOWN property, from any moneys due CONTRACTOR under the Contract.

4.0 **CONTRACT PRICE**

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of Four Hundred Seventy-Nine Thousand Four Hundred Ninety-Nine dollars and Ninety-Nine cents ($479,499.99) as more specifically set forth in CONTRACTOR’S bid, and any additional amounts agreed to pursuant to valid Change Order, approved by TOWN.

5.0 **CONTRACT DOCUMENTS**

The following documents are pertinent to the Project: (Place N/A in the blanks which are not applicable to this Contract).

5.1 This Contract (pages C-1 to C-8, inclusive).

5.2 Addenda consisting of Number 1 inclusive.

5.3 The project Special Provisions (pages SP-1 to SP-4, inclusive)

5.4 The improvement plans (attached).

5.5 Performance Bond ( ) and Payment Bond ( ).

5.6 The approved CPM Construction Schedule dated _____.

5.7 The project General Conditions (pages GC-1 to CG-78, inclusive).
5.8 The project Supplementary Conditions (pages SC-1 to SC-4, inclusive).

5.9 Notice to Proceed dated ________.

5.10 CONTRACTOR’S List of Subcontractors (pages B-6) inclusive.

5.11 CONTRACTOR’S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (page B-7).

5.12 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

A. Written Attachments
B. Work Change Directives
C. Change Order(s)

6.0 MISCELLANEOUS

6.1 This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

6.2 This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.5 CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the Work to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the Work, required by the Contract Documents. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under any Contract Documents.

6.6 Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.
6.7 Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of TOWN is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to Contractor.

6.8 All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

TOWN: CONTRACTOR:
Cecilia Grittman Mike McCormick
Town Manager President
Town of Chino Valley Asphalt Paving & Supply, Inc.
202 N State Route 89 2425 N. Glassford Hill Rd.
Chino Valley, AZ 86323 Prescott Valley, AZ 86314

6.9 No amendment or waiver of any provision of these Contract Documents nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.10 No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN specifically reserves and shall have all rights and remedies available to it under the provisions of the Contract Documents.

6.11 Immigration Law Compliance Warranty:

6.11.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an
employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

6.11.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

6.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

6.12 Equal Treatment of Workers: CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify TOWN and its representatives against any claim or liability arising or based on the violation of such, whether by CONTRACTOR or its employees.

6.13 Non-Boycott of 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 of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF CHINO VALLEY
By:
Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

CONTRACTOR

By:
Title:
### TOWN OF CHINO VALLEY

**CHINO VALLEY STREET IMPROVEMENTS**

**BID SCHEDULE**

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<th>No.</th>
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<td>7</td>
<td>Contract Allowance</td>
<td>1</td>
<td>LS</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td></td>
</tr>
</tbody>
</table>
Project Name: Chino Valley Street Improvements

Total Bid Price (Items 1-7 Inclusive) $479,499.99

Five Hundred Seventy-Nine Thousand Four Hundred Ninety-Nine
Dollars Ninety-Nine Cents

(In Numbers)

(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Town.
AGENDA ITEM TITLE:
Consideration and possible action to approve using $300,000 out of the Town's General Fund Contingency Account to reduce the PSPRS unfunded liability amount. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:
Approve using $300,000 from FY 2018/2019 Contingency Funds to reduce the PSPRS unfunded liability.

SITUATION AND ANALYSIS:
The Chino Valley Police Department's Retirement plan is part of the Arizona Public Safety Personnel Retirement System (PSPRS).

Annually PSPRS performs an actuarial valuation of the members covered by PSPRS to measure the funding progress and to determine the contribution rate for the next fiscal year.

In Fiscal Year 2017 the Town contributed $300,000 towards the unfunded liability. The percent funded increased from 55.5% to 60.0% Ideally the Town should have the plan 100% funded. Additional funding each year will have a positive impact on the Towns annual contribution rate.

In order to increase the funded percentage each year the Town should make additional contributions to the plan. As of June 30, 2018 the Town had an unfunded liability of $3,531,293.

Staff is recommending the Town make an extra contribution each year from unused contingency funds in the General Fund.

Staff is requesting approval to use $300,000 to reduce the PSPRS unfunded liability.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5600
Available: $300,000

Funding Source:
Funding will come from unused Contingency Funds in the General Fund Budget.

Attachments
PSPRS Summary
## Present Value of Future Benefits and Accrued Liability – Tier 1 & 2

### Pension

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. For retirees and beneficiaries</td>
<td>$5,608,722</td>
<td>$5,584,692</td>
</tr>
<tr>
<td>2. For DROP members</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3. For inactive/vested members</td>
<td>188,459</td>
<td>173,642</td>
</tr>
<tr>
<td>4. For present active members</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Value of expected future benefit payments</td>
<td>4,097,408</td>
<td>4,930,359</td>
</tr>
<tr>
<td>b. Value of future normal costs</td>
<td>(1,716,616)</td>
<td>(1,856,452)</td>
</tr>
<tr>
<td>c. Active member accrued liability: (a) - (b)</td>
<td>2,380,792</td>
<td>3,073,907</td>
</tr>
<tr>
<td>5. Total accrued liability</td>
<td>8,177,973</td>
<td>8,832,241</td>
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</table>

### B. Present Assets (Funding Value)

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,537,847</td>
<td>5,300,948</td>
</tr>
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</table>

### C. Unfunded Accrued Liability: (A.5) - (B)

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,640,126</td>
<td>3,531,293</td>
</tr>
</tbody>
</table>

### D. Stabilization Reserve

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### E. Net Unfunded Accrued Liability: (C) + (D)

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$3,640,126</td>
<td>$3,531,293</td>
</tr>
</tbody>
</table>

### F. Funding Ratio: (B) / (A.5)

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>55.5%</td>
<td>60.0%</td>
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## Health

### A. Accrued Liability

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<th>Description</th>
<th>June 30, 2017</th>
<th>June 30, 2018</th>
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</thead>
<tbody>
<tr>
<td>1. For retirees and beneficiaries</td>
<td>$94,577</td>
<td>$74,074</td>
</tr>
<tr>
<td>2. For DROP members</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3. For present active members</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Value of expected future benefit payments</td>
<td>120,257</td>
<td>131,803</td>
</tr>
<tr>
<td>b. Value of future normal costs</td>
<td>(39,669)</td>
<td>(38,316)</td>
</tr>
<tr>
<td>c. Active member accrued liability: (a) - (b)</td>
<td>80,588</td>
<td>93,487</td>
</tr>
<tr>
<td>4. Total accrued liability</td>
<td>175,165</td>
<td>167,561</td>
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</table>

### B. Present Assets (Funding Value)

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<th>Description</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>260,399</td>
<td>268,250</td>
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</table>

### C. Net Unfunded Accrued Liability: (A.4) - (B)

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<th>Description</th>
<th>June 30, 2017</th>
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</thead>
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<tr>
<td></td>
<td>$85,234</td>
<td>$100,689</td>
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### D. Funding Ratio: (B) / (A.4)

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<td></td>
<td>148.7%</td>
<td>160.1%</td>
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## Impact of Extra Contributions

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<th>Extra Contribution in $(000)</th>
<th>$0</th>
<th>$100</th>
<th>$200</th>
<th>$300</th>
<th>$400</th>
<th>$500</th>
<th>$600</th>
<th>$700</th>
<th>$800</th>
<th>$900</th>
<th>$1,000</th>
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<tr>
<td>Impact on:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- June 30, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funded Status</td>
<td>60.0%</td>
<td>61.2%</td>
<td>62.3%</td>
<td>63.5%</td>
<td>64.6%</td>
<td>65.8%</td>
<td>67.0%</td>
<td>68.1%</td>
<td>69.3%</td>
<td>70.4%</td>
<td>71.6%</td>
</tr>
<tr>
<td>- FYE 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contribution Rate</td>
<td>30.82%</td>
<td>30.25%</td>
<td>29.67%</td>
<td>29.10%</td>
<td>28.53%</td>
<td>27.95%</td>
<td>27.38%</td>
<td>26.81%</td>
<td>26.24%</td>
<td>25.66%</td>
<td>25.09%</td>
</tr>
</tbody>
</table>

Based on the June 30, 2018 actuarial valuation, the table above shows the hypothetical change in the funded status and contribution rate due to each additional $100,000 in market value.
AGENDA ITEM TITLE:
Consideration and possible action to adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

RECOMMENDED ACTION:
Adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

SITUATION AND ANALYSIS:
In 2018, the state legislature adopted Chapter 331 related to cable television regulation. Cable television is now referred to as "video services," at least as to incumbent providers who elect to terminate their existing cable television licenses after December 31, 2018.

A.R.S. Section 9-1411B provides: "On or before July 1, 2019, each local government shall adopt a standard form of uniform video service license agreement for video service providers to be used by the local government and a standard form of application and affidavit as described in section 9-1414. A local government shall prescribe other forms only as necessary to implement this chapter."

A subcommittee of the Statewide Telecom Group (government entities) that participated with other entities to prepare these documents recommends that the documents be adopted by the Town Council. A representative of Cox Communications will have a representative present at this Council meeting.

Prior to December 31, 2019, the Council will be asked to repeal the Town's current Cable Television Regulatory Ordinance and adopt an ordinance that complies with Chapter 331. Staff is also revising it right-of-way regulations for persons and entities who work in the right-of-way. If there are any updates that need to be made, this will be brought to the Council.

Cable companies that have existing licenses may elect to terminate those licenses and use the Uniform Video Service License. This must occur between January 1, 2020 and June 30, 2020. No Council approval will be required or permitted. If the election is not made, the existing license will continue until its
expiration as set forth in that license. The Town's license with CableOne expires in 2031.

Other Pertinent Documents Available Upon Request:
Appendix _____ - SB 1140 (Laws 2018 Ch. 331)

---

Fiscal Impact

Attachments

- Video Service License Agreement
- Video Services Application and Affidavit
Uniform Video Service License Agreement

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the Town of Chino Valley, an Arizona municipal corporation ("Licensor") and ________________, a ________________ __________________ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

   2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

   2.2 The address and telephone number of Licensee’s principal place of business.

   2.3 The names, titles and addresses of Licensee’s principal executive officers or general partners.

   2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

   3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

   3.2 Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License.
3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. **Licensee Compliance with Law.** Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. **Commencement of Video Service; Revocation.** If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Town that such failure was for reasons beyond the Licensee’s control.

6. **License Fee.** Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. **Federal Filing Requirement.** Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. **Term.** The term of this License is ten (10) years and shall begin on the date of issuance.
9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor

Town of Chino Valley, an Arizona municipal corporation

By: ____________________________
   Its: ____________________________
   Date: ____________________________

ATTEST:

______________________________

Town Clerk

APPROVED AS TO FORM:

______________________________

Town Attorney

STATE OF ____________________ )
   ) ss.
County of ____________________ )

The foregoing instrument was acknowledged before me this _____ day of _____________, 20__ by _____________, the _____________ of _____________, a _____________ on behalf of Licensee.

(Seal) ____________________________

Notary Public
STATE OF ARIZONA  
) ss. 
County of Yavapai  

The foregoing instrument was acknowledged before me this _____ day of ______________, 20__ by __________________, Mayor of the Town of Chino Valley, an Arizona municipal corporation, on its behalf.

(Seal)
EXHIBIT A
[Information about Licensee]

I. Licensee:

<table>
<thead>
<tr>
<th>Date:</th>
<th>Applicant’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Place of Business</td>
</tr>
<tr>
<td>Phone:</td>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
<td>State: Zip:</td>
</tr>
<tr>
<td>Type of Entity:</td>
<td>Jurisdiction of Formation: Email:</td>
</tr>
</tbody>
</table>

II. Licensee’s principal executive officers or general partners:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
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<td>Address:</td>
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<td>Name:</td>
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<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

III. Person(s) authorized to represent Licensee before Local Government:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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</tr>
<tr>
<td>Phone: Fax: Email:</td>
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<td>Address:</td>
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</tr>
<tr>
<td>Phone: Fax: Email:</td>
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</table>
EXHIBIT B

[Service Area]
APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE  
(Pursuant to Title 9, chapter 13, Arizona Revised Statutes) 

Local Government: Town of Chino Valley, Arizona 

I. Applicant: 

<table>
<thead>
<tr>
<th>Date:</th>
<th>Applicant’s Name:</th>
<th>Principal Place of Business:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City/Town:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td>Type of Entity:</td>
<td>Jurisdiction of Formation:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

II. Applicant’s principal executive officers or general partners: 

| Name: | Title: |
| Address: | |

| Name: | Title: |
| Address: | |

| Name: | Title: |
| Address: | |

| Name: | Title: |
| Address: | |

III. Person(s) authorized to represent Applicant before Local Government: 

| Name: | Title: |
| Address: | |
| Phone: | Fax: | Email: |

| Name: | Title: |
| Address: | |
| Phone: | Fax: | Email: |

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4): 

- [ ] Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13). 

- [ ] Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is: 

| Date: | |

V. For All Applications:

SDG:sdg  3524248.1  5/23/2019
A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):


C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the Town of Chino Valley, Arizona is true and correct. I further affirm that I am authorized by __________________ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):

Signature: Date:

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this _____ day of _____________, 202#; at ______________.

Chino Valley, an Arizona municipal corporation (“Local Government”)

By

Print Name

Title

Address

Town, State, Zip

SDG:sdg  3524248.1  5/23/2019
<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Date</th>
</tr>
</thead>
</table>


Town of Chino Valley

Contract Documents for

CHINO VALLEY STREET IMPROVEMENTS

CDBG Contract No. 113-19
A FEDERALLY FUNDED PROJECT

April 15, 2019

Mayor
Darryl L. Croft

Vice Mayor, Jack Miller
Council Member, Mike Best
Council Member, Cloyce A. Kelley

Council Member, Corey Mendoza
Council Member, Annie Perkins
Council Member, Lon Turner

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**TOWN OF CHINO VALLEY**

**CHINO VALLEY STREET IMPROVEMENTS**

**CDBG CONTRACT NO. 113-19**

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<th>Table of Contents</th>
<th>Page</th>
</tr>
</thead>
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<td>CONSTRUCTION SERVICES CONTRACT</td>
<td>C-1</td>
</tr>
<tr>
<td>CONSTRUCTION GENERAL CONDITIONS</td>
<td>GC-1</td>
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<tr>
<td>BID FORM</td>
<td>BF-1</td>
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<tr>
<td>BID BOND</td>
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<td>AFFIDAVIT BY CONTRACTOR (No Collusion)</td>
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<td>BIDDER’S QUESTIONAIRE</td>
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<td>AUTHORIZED SIGNATURE FORM</td>
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<td>PERFORMANCE BOND</td>
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<tr>
<td>NOTICE TO PROCEED</td>
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<tr>
<td>CHANGE ORDER</td>
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<td>CONTRACTOR’S AFFIDAVIT (Settlement of Claims)</td>
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<td>SUPPLEMENTAL CONDITIONS</td>
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<tr>
<td>CDBG DOCUMENTS AND BID REQUIREMENTS / FORMS</td>
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</table>
NOTICE AND CALL FOR BIDS
TOWN OF CHINO VALLEY, ARIZONA

Project Name:      Chino Valley Street Improvements
Bid Opening Date: May 15, 2019 at 2:00 p.m., MST
Location of Bid Opening: Public Works Department
Chino Valley Staff Contact: Frank Marbury, PE
Bid Documents available at: Town of Chino Valley Public Works
1982 Voss Drive
Chino Valley, Arizona 86323

The Town of Chino Valley, through a Federally Funded Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH), will accept bids from qualified contractors with an A General Engineering license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description: Construction work, in general, consists of furnishing all labor, materials, equipment, fixtures, and services required for the placement of hot mix asphalt in accordance with the plans, specifications, and other contract documents. The budget range for the project is $315,000 to $550,000. Specific items of work include paving 22 feet road widths with 2 inches of hot mix asphalt with a thickened edge over existing aggregate base roads in the Chino Meadows Unit V Subdivision including, but not limited to, utility adjustments to finish grade, QA/QC, and traffic control.

Date and Location for Submittal of Bids: Sealed bids will be received at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323 no later than 2:00 p.m., MST, May 15, 2019, for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure proposals are received at the above location on or before the specified time. The sealed envelope must be clearly marked with the bidder’s name, project name and project number.

Bid Documents: Those interested in having individual sets of the Contract Documents may obtain copies from the Town of Chino Valley Public Works Department on April 22, 2019 at 8:00 a.m. upon payment of $25.00 per set, which cost is not refundable regardless of whether the Contract Documents are returned. This cost does not include shipping. If bidder requests Contract Documents to be delivered, bidder’s shipping company and account number must be included with the request. Contract Documents will be shipped only if bidder assumes responsibility for all related shipping charges. The Town of Chino Valley is not responsible for damaged or missing Contract Documents shipped. Copies of the Contract Documents, including plans and specifications, are available for viewing and inspection at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona.

Non-Mandatory Pre-Bid Conference: A non-mandatory pre-bid conference will be held on April 30, 2019, at 1:00 p.m., MST, at the Town of Chino Valley Public Works Conference Room, 1982 Voss Dr., Chino Valley, Arizona. It is highly recommended that all prospective
bidders attend, as bidder responsibility issues will be discussed, along with Project requirements.

**Bid Security:** Each bid shall be in accordance with the Contract Documents. Any bid which does not conform in all material respects to the Contract Documents will be considered non-responsive. Each bid shall be submitted on the bid form(s) included in the Contract Documents; shall be accompanied by a certified or cashier’s check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the Town of Chino Valley and shall be included in the bid as a guarantee that the successful bidder will enter into a contract to perform the work in accordance with the Contract Documents. The bid bond shall be executed pursuant to Section 9 of the Contract Documents, and solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.

All bid securities will be returned to the bidders whose bids are not accepted, except for the three lowest bidders. The bid security of the three lowest bidder(s) will be returned immediately after the fully completed Contract Documents have been executed. The difference between the amount specified in the bid and such larger amount for which Chino Valley may in good faith contract with another party to perform the work covered by the bid, not to exceed the amount of the bond penalty, shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the contract and provide the bonds and certificates of insurance after being requested so to do by Chino Valley.

**Bid Opening:** Bids will be opened in the Public Works Department, 1982 Voss Drive, Chino Valley, Arizona, and the proposed bid price will be publicly read aloud immediately after the time for receiving bids has expired as set forth above. Chino Valley reserves the right to postpone the bid opening date at any time prior to bid opening.

A Non-Collusion Affidavit executed by bidder shall be submitted with the bid.

**Right to Reject Bids:** The Town of Chino Valley reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason the Town of Chino Valley determines.

**Equal Opportunity:** The Town of Chino Valley is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit bids on this Project.

After the successful bidder has been determined, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

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**TOWN OF CHINO VALLEY, ARIZONA**

Frank Marbury, PE, Public Works Director

DATED: 04/15/2019

Publication Date(s): April 19, 20, 21, & 22, 2019
CONSTRUCTION SERVICES CONTRACT  
COVER SHEET  
FOR DESIGN-BID-BUILD (DBB) PROJECT

Project: Chino Valley Street Improvements 
Date: April 15, 2019

CONSTRUCTION SERVICES CONTRACT .................................................................1 
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Form No. 2.2 
Construction Contract for DBB 
Revised April 17, 2017 C-1
CONSTRUCTION SERVICES CONTRACT
FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT, made and entered into this _____ day of ______________, 2019, by and between the Town of Chino Valley, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the “TOWN” and Asphalt Paving & Supply, Inc., hereinafter designated the “CONTRACTOR.”

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CONSTRUCTION SERVICES

1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Chino Valley Street Improvements and is generally described as follows: Construction work, in general, consists of furnishing all labor, materials, equipment, fixtures, and services required for the placement of hot mix asphalt in accordance with the plans, specifications, and other contract documents. The full scope of work is described in detail in the Contract Documents.

1.2 CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

2.0 CONTRACT TIME

2.1 CONTRACTOR shall submit to TOWN, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.

2.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence for the Contract.

2.3 The Work shall be substantially complete within 30 working days after the date when the Contract Time commences to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to
Proceed within 45 working days after the date when the Contract Time commences to run.

2.4 Failure of CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling TOWN to terminate the Contract unless CONTRACTOR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

2.5 Failure of TOWN to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CONTRACTOR’S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

2.6 TOWN’s agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling TOWN to all the remedies set forth herein or provided by law.

3.0 LIQUIDATED AND SPECIAL DAMAGES

3.1 It is hereby agreed that the amounts per day set forth herein in paragraph 3.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by TOWN, and CONTRACTOR agrees to pay such liquidated damages as herein provided.

3.1.1 TOWN and CONTRACTOR recognize that time is of the essence for this Contract and that TOWN will suffer financial loss, in addition to and apart from the costs described in Paragraph 3.2, if the Work and/or portions of the Work are not performed and completed within the times specified, plus any extensions thereof allowed in accordance within the Contract Documents. TOWN and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by TOWN if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG Section 108.9] for each working day that expires after the time specified for substantial completion, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR neglects, refuses or fails to complete the remaining Work within the Contract Time or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG
Section 108.9] for each working day that expires after the time specified for Final Completion and readiness for final payment.

3.2 **Special Damages:** In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay TOWN the actual costs reasonably incurred by TOWN for TOWN’s PM/CM, if applicable, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is $70.00 per hour. The rate for the work by the Project Engineer for this Contract is $150.00 per hour. The rate for work by TOWN is $80.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

3.3 TOWN may withhold and deduct from any payment due to CONTRACTOR the amount of liquidated damages, special damages, and other costs, such as CONTRACTOR’S failed testing costs or damages to other TOWN property, from any moneys due CONTRACTOR under the Contract.

4.0 **CONTRACT PRICE**

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of Four Hundred Seventy-Nine Thousand Four Hundred Ninety-Nine dollars and Ninety-Nine cents ($479,499.99) as more specifically set forth in CONTRACTOR’S bid, and any additional amounts agreed to pursuant to valid Change Order, approved by TOWN.

5.0 **CONTRACT DOCUMENTS**

The following documents are pertinent to the Project: (Place N/A in the blanks which are not applicable to this Contract).

5.1 This Contract (pages C-1 to C-8, inclusive).

5.2 Addenda consisting of Number 1 inclusive.

5.3 The project Special Provisions (pages SP-1 to SP-4, inclusive)

5.4 The improvement plans (attached).

5.5 Performance Bond ( ) and Payment Bond ( ).

5.6 The approved CPM Construction Schedule dated______.

5.7 The project General Conditions (pages GC-1 to CG-78, inclusive).
5.8 The project Supplementary Conditions (pages SC-1 to SC-4, inclusive).

5.9 Notice to Proceed dated ________.

5.10 CONTRACTOR’S List of Subcontractors (pages B-6) inclusive.

5.11 CONTRACTOR’S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (page B-7).

5.12 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

A. Written Attachments
B. Work Change Directives
C. Change Order(s)

6.0 MISCELLANEOUS

6.1 This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

6.2 This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.5 CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the Work to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the Work, required by the Contract Documents. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under any Contract Documents.

6.6 Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.
6.7 Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any contract if it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of TOWN is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to Contractor.

6.8 All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmission is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

TOWN:               CONTRACTOR:
Cecilia Grittman  Mike McCormick
Town Manager     President
Town of Chino Valley  Asphalt Paving & Supply, Inc.
202 N State Route 89   2425 N. Glassford Hill Rd.
Chino Valley, AZ 86323   Prescott Valley, AZ 86314

6.9 No amendment or waiver of any provision of these Contract Documents nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.10 No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN specifically reserves and shall have all rights and remedies available to it under the provisions of the Contract Documents.

6.11 Immigration Law Compliance Warranty:

6.11.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an
employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

6.11.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

6.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

6.12 Equal Treatment of Workers: CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify TOWN and its representatives against any claim or liability arising from or based on the violation of such, whether by CONTRACTOR or its employees.

6.13 Non-Boycott of 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 of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF CHINO VALLEY
By: ____________________________
Darryl Croft, Mayor

ATTEST:

______________________________
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

CONTRACTOR

______________________________
By: ____________________________
Title: ____________________________
TOWN OF CHINO VALLEY

CONSTRUCTION GENERAL CONDITIONS

For

Project Name: Chino Valley Street Improvements

Date: April 15, 2019
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PART I

GENERAL CONDITIONS

INFORMATION FOR BIDDERS AND BIDDING REQUIREMENTS

1.1 ELIGIBILITY AND PREFERENCE

Contracting with the Town and Subcontractors under the Contract Documents shall be governed by the provisions of Title 34 of the Arizona Revised Statutes, as amended.

1.1.2 Eligibility of Bidder

1.1.2.1 The Bidder must have a minimum of five (5) years' experience in similar projects. A "similar project" is one that is similar in both nature and scope to this Project. At least two (2) of the Bidder's Key Personnel must have a minimum of three (3) years' experience in similar projects. The Bidder must demonstrate successful completion of at least two (2) similar projects, one of which must have a dollar value of at least seventy-five percent (75%) of the total bid for this Project as set forth in the Bid Schedule, both within the past five (5) years. Total bid price does not include any Town allowances identified. The Bidder must demonstrate that it has an experienced employee who will serve as the scheduler, who is dedicated to this Project, and who has successfully employed scheduling techniques appropriate for this Project. "Key Personnel" is defined as individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, the Principals of the Bidder, the Project Manager, the Project Superintendent, the scheduler, the Bidder's construction engineer, and supervisory personnel such as the foremen who will be directly assigned to this Project. Resumes of Key Personnel shall be submitted upon request by Town. "Successful completion" means completion of a project within the established schedule and budget.

1.1.2.2 If requested by Town, the three apparent lowest Bidders shall submit the following documentation for Town's review and Town may base its award of a Contract on the information submitted:

A. Evidence of loss history and underwriting criteria
B. Bidder's safety program, including Experience Modifier (EMR)
C. List of Subcontractors
D. CPA certified audits for the past three fiscal years of operations
E. List of references
F. Similar documents deemed necessary by Town

The documents shall be submitted to Town no later than 72 hours following the request of Town.

1.1.2.3 Town may also conduct any investigation it deems necessary to determine the Bidder’s ability to perform the Work required by the Contract Documents. The purpose for requiring these documents is to assist Town in evaluating the ability of a potential Contractor (successful Bidder) to perform the Work in accordance with the Contract Documents in a safe manner.

1.1.2.4 References provided by Bidder are an integral part of Bidder’s qualifications. References must be accurate. Bidder authorizes Town’s representative to verify any and all information from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

1.2 PRE-BID CONFERENCE

A pre-bid conference will be held on April 30, 2019 at 1:00 p.m. in the Town of Chino Valley Public Works Conference Room, 1982 Voss Drive. It is highly recommended that Bidders and other interested parties attend this conference that will be conducted by Town to answer questions. Bidder responsibility issues will be discussed, along with Project requirements.

1.3 SUBMITTING BIDS

Bids to receive consideration shall be made in accordance with the following instructions:

1.3.1 Before submitting a bid, Bidders shall carefully examine the Plans, read the Specifications and all other Contract Documents, visit the site of the Work, fully inform themselves as to all existing conditions and limitations, and shall include sums in the bid covering the cost of each item included in the Contract.
1.3.2 Bidder shall include in the Contract Sum all applicable taxes, permit fees and other costs to Bidder.

1.3.3 Bidder shall include in the total bid price all Contractor's allowances stated in the Bid Schedule of the Contract Documents.

Any required allowances are set forth in the Bid Schedule. Unless otherwise provided in the Contract Documents:

1.3.3.1 Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the Materials including equipment required by the allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other General Condition costs, unless Bid Unit Rates are available in the Bid Schedule. Unit Bid Rates from the Bid Schedule shall be used to determine the cost of a change to be paid from an Allowance, when applicable.

1.3.3.2 Any remaining Allowance Amount shall be returned to the Town at the end of the project by deductive change order.

1.3.3.3 Whenever the cost is more or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, overhead, profit and other expenses.

1.3.4 Lump Sum and Unit Prices bid shall include overhead, profit, taxes, handling and other General Condition costs.

1.3.5 No bid will be considered unless it is made upon the bid forms contained in the book of Contract Documents. No bid shall be considered which is deemed as an irregular bid or which fails to conform in all material respects to the Plans, Specifications and Contract Documents. Bids may be deemed irregular and may be considered non-responsive for any of the following reasons:

1.3.5.1 If the bid is on a form other than that furnished by Town or if the form is altered.
1.3.5.2 If the Bidder does not supply, or has improper or inadequate state contractor's...
license(s), to perform the Work.

1.3.5.3 If there are unauthorized additions, statements, interlineations, alterations, conditional or alternate bids or other irregularities of any kind.

1.3.5.4 If the Bidder adds any provisions reserving the right to accept or reject an Award or to enter into a Contract pursuant to an Award.

1.3.5.5 If the Bidder fails to submit any document listed in Section 1.3.1.11 or, when requested, the Bidder fails to submit any documents or information pursuant to Sections 1.1.2 and 1.1.2.2.

1.3.5.6 If numbers are not stated both in writing and in figures where so required. In case of a difference in written words and figures in a bid, the amount stated in written words shall govern unless obviously in error.

1.3.5.7 If the bid contains a summary or restatement of the Work to be done.

1.3.6 No oral or telephonic bids will be considered.

1.3.7 Bids shall be delivered to the Public Works office, 1982 Voss Drive, Chino Valley, Arizona on or before the day and hour set for the opening of bids in the Notice and Call for Bids as published. Bids shall be submitted in a sealed envelope, which shall be marked as indicated in the Notice and Call for Bids. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

1.3.8 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted so that the Contract shall be read and enforced as though it were included therein.

1.3.9 Bidders shall familiarize themselves with the provisions of the laws, codes and regulations of the State of Arizona, Yavapai County, local agencies and municipalities that have jurisdiction at the location of the Site. Successful Bidders who become Contractors shall comply with, and require all Subcontractors to comply with, all state and local contractor’s license laws.

1.3.10 **BID SUBMITTAL:** The following documents shall be submitted with the bid:
A. Completed and signed Bid Forms

B. Bid Bond

C. No Collusion Affidavit

D. Authorized Signature Form

E. Bidder’s Questionnaire

F. Copy(s) of Bidder’s State of Arizona Contractor’s License(s).

1.3.11 Bids must remain valid for 90 days following bid opening.

1.4 BID SECURITY

Each bid shall be accompanied by a certified check, cashier's check or bid bond from a surety company holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes, and any amendments thereto. The bonds shall be made payable and acceptable to Town. The bid bond shall be for an amount equal to at least ten percent (10%) of the bid, payable without condition to Town as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the bid and in manner and form required by these Contract Documents and will furnish good and sufficient bond for the faithful performance of the same. The surety bond shall not be executed by an individual surety or sureties. The check or bid bond of the successful Bidder will be retained until the Contract is signed and satisfactory bonds and certificates of insurance furnished, or other disposition made thereof. The check or bid bond of the Bidders whose proposal are not accepted by the Town of Chino Valley Council will be returned promptly.

1.5 SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be or is now being performed.

1.6 WITHDRAWAL OF BID

Any Bidder may withdraw or revise his bid by telegraphic or written request (but not electronic...
mail), at any time prior to the expiration of the time for the opening of bids as set forth in the Notice and Call for Bids. Any withdrawal or revision must be done on a copy of the bid form and must be signed by the person indicated on the Authorized Signature Form.

1.7 INTERPRETATION OF PLANS AND DOCUMENTS

1.7.1 If any person contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to Town Engineer a written request for an interpretation or correction thereof. The request must be made in writing and delivered at least six (6) days prior to bid opening. Any interpretation or correction of the Contract Documents will be made only by Addendum. A copy of such Addendum will be mailed or delivered to each person receiving a set of Contract Documents. Town will not be responsible for any other explanations or interpretations of the Contract Documents.

1.7.2 Should conflicts occur in or between Drawings and Specifications, Contractor is deemed to have estimated the more expensive of the two unless he has asked for and obtained a written decision as required in Section 1.7.1 before submission of his bid as to which method or Materials will be required.

1.8 SUBSTITUTION OF MATERIAL OR EQUIPMENT

1.8.1 Where an item or Material is specified by a trade or manufacturer's name, it is done for the purpose of establishing a basis of quality, and not for the purpose of limiting competition. The Town's intent is to consider alternative products which have the desired essential characteristics. Town will consider any such product offered. Requests for approval of alternative products shall be made through Bidder's bidding as prime contractors. No approvals for substitutions will be granted directly to suppliers, distributors, or subcontractors. Pursuant to A.R.S. § 34-104(C), the following procedures will be used:

1.8.1.2 Bidders desiring to submit alternative product proposals for prior approval of Town shall submit such proposals to Town Engineer at least eight (8) working days prior to the original deadline for receiving bids, or any published extension thereof. 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
drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other Materials, equipment or other work that incorporation of the substitute would require shall be included. Engineer will consider such request and either approve or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving bids, Engineer has approved any alternative product proposals, the Bid Documents shall be modified to include the alternative products. Engineer shall publish the modification in the same manner as the original Bid Documents at least five days prior to the deadline for receiving bids. Engineer’s decision of approval or disapproval of a proposed substitute shall be final. After the Award of Contract, the equivalency evaluations conducted during the bidding period may be reviewed by appointment with Engineer.

1.8.2 Whenever an item of Material or piece of equipment is specified with at least two named manufactures and is followed by the words “No other manufacturers will be considered”, only the listed manufacturers will be considered by Town.

1.8.3 Whenever an item of Material or piece of equipment is specified with a named manufacturer, an “or equal” manufacturer shall apply whether the term “or equal” is listed or not listed within the Specifications.

1.9 ADDENDA

Any Addenda issued during the time of bidding, shall become a part of the documents used by the Bidder for the preparation of his bid, shall be covered by the bid and shall be made a part of the Contract Documents. It is the sole responsibility of the Bidder to ensure that they have received and reviewed all Addenda, and that receipt of such Addenda is duly acknowledged on the Bid Form.

1.10 AWARD OR REJECTION OF BIDS

1.10.1 The Contract will be awarded to the lowest responsible Bidder determined from the Base Bid, plus any combination of Bid Alternates that Town may select, which comply with these instructions and with the Notice and Call for Bids. Town, however, reserves the right to accept or reject any or all bids, to waive any informality or irregularity in the bids received or to
withhold the Award for any reason Town determines. Bids will be received until the time and
date designated in the Notice and Call for Bids. Bids received after the designated time set will
be returned to the BIDDERS unopened.

1.10.2 Bids shall be opened in public and the amount of the bid read aloud. After the bid opening,
Town shall analyze the bids and notify all Bidders of the name of the apparent low bidder or (2)
if the analysis results in a recommendation to award the Contract to a Bidder other than the
apparent low Bidder, the Bidder who is recommended for award of the Contract. This will be
done by issuing a Notice of Apparent Lowest Responsible Bidder. Such notice shall be given
at least four (4) days prior to the date set for the Award of Contract.

1.11 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file or to be interested in more than
one (1) bid for the same Work unless alternate bids are called for. A person, firm, or
corporation who has submitted a sub proposal to a Bidder, or who quoted prices on Materials to
a Bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other
Bidders, but must quote the same sub proposal or price to all Bidders.

1.12 CONTRACT AND BONDS

1.12.1 The successful Bidder shall execute and deliver a Contract in the prescribed form and shall

furnish the required bonds within ten (10) days after issuance of a written Notice of Award or
his Bid Security shall be forfeited as provided elsewhere herein.

1.12.2 The successful Bidder, simultaneously with the execution of the Contract, will be required to
furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract
Sum and a Performance Bond in an amount equal to one hundred percent (100%) of the
Contract Sum.

1.12.3 The form of Contract that the successful Bidder as Contractor will be required to execute and
the forms of bonds which he will be required to furnish along with a form of insurance
certificate are included in the Contract Documents. The Contract, the bonds and the insurance
certificate will be executed in five (5) original counterparts.

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1.12.4 Bonding companies and insurance carriers shall be "Best Rated A" or better by the A.M. Best Company or comparable rating as determined at the sole discretion of Town. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance, pursuant to Title 20, Chapter 2, Article 11 and acceptable to Town. The Surety Bond shall not be executed by an individual surety or sureties. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in the State of Arizona. The Bonds shall have attached thereto a certified copy of Power of Attorney for the signed official executing the bonds.

1.13 ASSIGNMENT OF CONTRACT

No assignment by Contractor of any Contract to be entered into hereunder, or any part thereof, or of funds to be received there under by Contractor, will be recognized by Town unless such assignment has had prior approval of Town and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

1.14 PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful Bidder may obtain five (5) sets of Plans and Specifications for this Project at no extra cost.

1.15 CONTRACT TIME

Contractor shall commence Work under the Contract on the day indicated in the Notice to Proceed or within ten (10) working days thereafter and shall fully complete all Work under the Contract within 30 consecutive working days in accordance with Section 9.2. Contractor shall achieve Substantial Completion within 30 working days after the date of the Notice to Proceed and Final Completion within 45 working days in accordance with Section 9.2. No Work shall commence prior to issuance of a Notice to Proceed, including mobilization on site. Contractor shall at all times during the continuance of the Contract prosecute the Work with such force and equipment as are sufficient to complete it within the time specified.
1.16 NOTICE OF REQUIREMENT OF COMPLIANCE WITH PERMIT CONDITIONS

This Project include work that will affect facilities of various agencies, including Town of Chino Valley, Yavapai County and ADOT. Applicable licenses, permits and specifications are bound herein and Contractor shall comply with all such specifications and permit conditions.

1.17 ENGINEER

1.17.1 This Project may be coordinated by an Engineer, who will report the progress of the Work and compliance with the Contract Documents to Town. Generally, Engineer will (1) oversee the progress of the Work, (2) receive submittals, requests for information and other information from Contractor, (3) make recommendations to Contractor regarding Change Orders and request for extensions of time, (4) make recommendations to Contractor regarding requests for payment, (5) maintain Project records, (6) determine Substantial and Final Completion of the Project, and (7) do other tasks related to the coordination of the Work.

1.17.2 Engineer will review and approve shop drawings, make interpretations of the Contract Documents and make determinations regarding substitution of methods and Materials. Other duties are set forth in the Contract Documents. Drawings and Specifications and copies thereof furnished by Engineer are and shall remain the property of Town. They are to be used only with respect to this Project and are not to be used on any other project.

1.17.3 Engineer will be Town’s Representative during the construction and until final payment to the Town is made. Engineer will advise and consult with Contractor. All instructions to Contractor shall be forwarded through Engineer. Engineer will have the authority to act on behalf of Town only to the extent provided in the Contract Documents. Contractor shall not be relieved from Contractor’s obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of Engineer in its administration of the Contract, or by inspections, tests or approvals required.

1.18 SEPARATE CONTRACTS

Separate Contracts may be let by Town to perform other or additional work on or near the Work covered by this Contract. Town shall be responsible for coordinating the sequencing of the Work under those separate Contracts identified/listed in the Supplemental Conditions of the Contract Documents. The bid shall include an amount for the administration of the sequencing
of these Contracts. The requirements of Section 5.8 shall apply.

1.19 BID PROTESTS

The protest policy of the Town of Chino Valley is available at the Public Works office at 1982 N. Voss Drive, Chino Valley, AZ 86323.
PART II

GENERAL CONDITIONS

DEFINITIONS

Wherever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as shown below. Additional definitions and abbreviations pertaining to this Project will be found in the Supplemental Conditions.

2.1 DEFINITIONS

2.1.1 ADDENDUM: A written and/or graphic supplement to any of the Contract Documents issued, in writing, after Advertisement of but prior to the opening of the bids for a Contract.

2.1.2 ADVERTISEMENT: The public announcement, as required by law, inviting bids for Work to be performed or Materials to be furnished.

2.1.3 AWARD: The formal action of the Chino Valley Town Council in accepting a bid.

2.1.4 BID SECURITY: Refers to the certified check, cashier’s check or surety bond which is required to be submitted with the bid to insure execution of the Contract and the furnishing of the required bonds and insurance certificates.

2.1.5 BIDDER: Any individual, firm, partnership, or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized agent.

2.1.6 CHANGE ORDER: A written order issued by Town directing Contractor to make changes in the Work or to perform extra work, and setting forth conditions for payment and adjustment in time of completion.
2.1.7 **CLERK:** The duly authorized person who performs the duties of Clerk of the Town of Chino Valley.

2.1.8 **CONTRACT:** The written instrument executed by Town and Contractor by which Contractor is bound to furnish all labor, equipment and Materials, to perform the Work specified and by which Town is obligated to compensate Contractor therefore at the prices set forth therein. The Contract Documents are herewith by reference made a part of the Contract as if fully set forth therein.

2.1.9 **CONTRACT DOCUMENTS:** The words “Contract Documents” include the Notice and Call for Bids, Information for Bidders and Bidding Requirements, General Conditions, Supplemental Conditions, Specifications, Bid, Contract, Construction Schedule, Payment Bond, Performance Bond, Plans, Engineer’s Instruction Bulletins and all Addenda and Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by Engineer, or (4) a written order for a minor change in the Work issued by Engineer.

2.1.10 **CONTRACT SCHEDULE:** The schedule produced by Contractor in response to the requirements of Section 5.1.

2.1.11 **CONTRACT SUM:** The total amount payable by Town to Contractor for the performance of the Work under the Contract Documents. The Contract Sum is the amount stated in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents.

2.1.12 **CONTRACT TIME:** The time set forth in the Contract for completion of the Work required by the Contract Documents.

2.1.13 **CONTRACTOR:** The individual, firm, partnership or corporation that has entered into a Contract with Town for the Work. Contractor is required by law to be licensed in the classification of the Work to be performed and will perform work or render services as a prime contractor.

2.1.14 **DAYS:** Unless otherwise designated, days will be understood to mean calendar days.
2.1.15 **ENGINEER:** The Architectural or Engineering firm designated by Town to prepare Plans and Specifications for the Work, to make interpretations of the Contract Documents, to review and approve shop drawings and to perform other duties as set forth in the Contract between Town and Engineer. Engineer shall oversee the construction of the Project.

2.1.16 **FINAL COMPLETION:** The date, more fully described in Section 9.2.2, when all items of the Work are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected. This is the date that initiates the Warranty period.

2.1.17 **IMPROVEMENTS:** Means the same as “Work”.

2.1.18 **INITIAL CONTRACT SCHEDULE:** The schedule prepared by Contractor in accordance with Section 5.1 and which includes the Milestone and Completion Dates specified in the Contract Documents.

2.1.19 **MATERIALS:** The word “Materials” includes, in addition to material incorporated in the Project, equipment and other supplies used in the performance of the Work.

2.1.20 **NOTICE OF APPARENT LOWEST RESPONSIBLE BIDDER:** The notice given to inform all bidders of Town staff’s determination of the lowest responsible Bidder and its recommendation for Award of the Contract.

2.1.21 **NOTICE OF AWARD:** The notice given to inform the successful Bidder of the Award of the Contract.

2.1.22 **NOTICE TO PROCEED:** A directive issued by Town authorizing Contractor to start the Work or Improvements required in the Contract.

2.1.23 **PAYMENT BOND:** A bond furnished by Contractor and an acceptable surety, in compliance with the requirements set forth in the Contract Documents, for the purpose of guaranteeing that
Contractor promptly pays all monies due persons supplying labor or material to be used in prosecution of the Contract.

2.1.24 **PERFORMANCE BOND**: A bond furnished by Contractor and an acceptable surety, in compliance with the requirements set forth in the Contract Documents, for the purpose of guaranteeing the faithful performance and completion of the Work covered by the Contract.

2.1.25 **PLANS**: All approved drawings or reproductions thereof pertaining to details of the Work and which are made a part of the Contract Documents.

2.1.26 **PROJECT**: Means the same as “Work” as defined below.

2.1.27 **SITE**: The area on which Work is to be done as described in the Contract Documents.

2.1.28 **SUPPLEMENTAL CONDITIONS**: Those terms and conditions applicable to the Work which are specifically set forth in the Supplemental Conditions section of the Contract Documents.

2.1.29 **SPECIFICATIONS**: The descriptions, directions, provisions and requirements for performing the WORK as contained in the Contract Documents.

2.1.30 **SUBCONTRACTOR**: Those having a Contract with Contractor for the performance of any Work required by the Contract Documents.

2.1.31 **SUBSTANTIAL COMPLETION**: The date, more fully described in Section 9.2.1, when Engineer certifies, in writing, Town may use or occupy the Project or a designated portion thereof.

2.1.32 **TOWN’S REPRESENTATIVE**: The authorized representative of Town, assigned to the Project, the Project Site or any part thereof during the performance of the Work by Contractor and until final acceptance.
2.1.33 **WORK**: The word "Work", "Improvements" or "Project" includes any or all of the Improvements mentioned and authorized to be made, and the construction, reconstruction, and repair of all or any portion of such Improvements, and all labor, services, incidental expenses and material necessary or incidental thereto.

2.1.34 **WORK DIRECTIVE**: Supplemental drawings or instructions, which may be issued as necessary from time to time to make clear or define in greater detail the intent of the drawings and Specifications. A Change Order shall accompany a Work Directive if extra cost and/or time are known to be involved.

2.1.35 **WORKING DAYS**: Working days are exclusive of Saturday, Sunday and Town recognized legal holidays. In the event of a change, Contractor shall notify Engineer.
PART III

GENERAL CONDITIONS

AWARD AND EXECUTION OF CONTRACT

3.1 AWARD

3.1.1 As soon as practicable after the date of opening the bids, the Chino Valley Town Council will Award the Contract to the lowest responsible and responsive Bidder or will reject all bids.

3.1.2 A Notice of Award will be sent to the successful Bidder by certified mail and shall be considered issued on the day sent.

3.1.3 The low bid will be determined by the lowest net total from a fully qualified and responsible Bidder arrived at by combining the Bidder’s lump sum and unit price totals or lump sum base bid price and the bid prices of the alternates that are selected and accepted by Town. Town may accept or reject any or all alternates.

3.2 EXECUTION OF CONTRACT

3.2.1 The successful Bidder shall, within the time specified in Information for Bidders and Bidding Requirements, execute the Contract, and shall file insurance policies and/or certificates of insurance as required herein. If Contractor fails or refuses to enter into the Contract within the time stated, Town may declare a forfeiture of his Bid Security as liquidated damages for failure to enter into the Contract.

3.2.2 Execution of the Contract by Contractor is a representation that Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.
3.3 **CONTRACTOR'S INSURANCE**

3.3.1 **General:** Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Contract at Town's option.

3.3.2 **No Representation of Coverage Adequacy:** By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town 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 the Contract Documents 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 the Contract.

3.3.3 **Additional Insured:** All insurance coverage and self-insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contractor, Town, Engineer, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract Documents.

3.3.4 **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 subject Contract is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Contract Documents.

3.3.5 **Primary Insurance:** Contractor's insurance shall be primary insurance as respects performance of subject Contract and in the protection of Town as an Additional Insured.

3.3.6 **Occurrence Basis:** All insurance coverage shall be on an occurrence basis and not a claims made basis.
3.3.7 **Waiver:** All policies, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

3.3.8 **Policy Deductibles and or Self Insured Retentions:** The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment or such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

3.3.9 **Use of Subcontractors:** If any Work under the Contract Documents is subcontracted in any way, Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

3.3.10 **Evidence of Insurance:** Prior to commencing any Work under the Contract Documents, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by Contractor’s insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, Town shall reasonably rely upon the Certificate of Insurance 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. Such certificates shall identify the Project. If any of the above-cited policies expire during the life of the Contract, it shall be Contractor’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

3.3.10 1 Town and Engineer, their agents, representatives, officers, directors, officials and employees are Additional Insured’s as follows:
A. Commercial General Liability – Under ISO Form CG 20 10 4 13 and CG 20 37 04 13 or equivalent.

B. Auto Liability – Under ISO Form CA 20 48 10 13 or equivalent.

C. Excess Liability – Follow Form to underlying insurance as required.

3.3.10.2 Contractor’s insurance shall be primary insurance as respects performance of Contract.

3.3.10.3 Certificate shall state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3.3.10.4 Certificate shall cite 30 day advance notice cancellation provision.

3.3.10.5 Project descriptive information including:

A. Project Name

3.3.11 REQUIRED COVERAGE:

3.3.11.1 Commercial General Liability: Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate, and a $3,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. 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 Insurance Services Offices, Inc. policy form CG 20 10 04 13 and CG 20 37 04 13 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, Town, Engineer, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13 and CG 20 37 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in Town, but only with respect to liability arising out of “your work” for that insured by or for you.” Contractor, its successors and or assigns, is required to
maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Contractor shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming Town, Engineer, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.3.11.2 Vehicle Liability: Contractor shall maintain Business Automobile Liability insurance with a limit of $3,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the WORK, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, Town, Engineer, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 10 13 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3.3.11.3 Worker’s Compensation Insurance: Contractor shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of the WORK and shall also maintain Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit.

3.3.11.4 Builder’s “All Risk”: Contractor shall maintain Builder’s “All Risk” Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by Town. On pipeline and similar Projects where fire hazard is negligible or nonexistent, Town may waive the requirement for fire insurance and/or accept the installation waiver.

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3.3.11.5 **Railroad Protection Liability:** If the Work involves a railroad right-of-way (as described in the Supplemental Conditions) Railroad Protective Liability Insurance coverage is required in the amounts set forth in the Supplemental Conditions.

### 3.4 REQUIREMENT OF CONTRACT BONDS

3.4.1 Concurrently with the execution of the Contract, Contractor shall furnish Town the following bonds, which shall become binding upon the Award of the Contract to Contractor:

3.4.1.1 A Performance Bond in conformance with Section 1.12 and in an amount equal to the full Contract Sum conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of Town. The Performance Bond shall remain in force the greater of (a) two years after Final Completion of the Work, or (b) until the expiration of all warranties and guarantees as required by the Contract.

3.4.1.2 A Payment Bond in conformance with Section 1.12 and in an amount equal to the full Contract Sum solely for the protection of the claimants supplying labor or Materials to Contractor or his Subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after Final Completion of the Work.

3.4.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.

3.4.3 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The bonds shall be made payable and acceptable to Town. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
3.5 INDEMNIFICATION OF TOWN AGAINST LIABILITY

3.5.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor’s duty to indemnify and hold harmless Town, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Contractor’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement.

3.5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

3.6 SAFETY WARRANTY

3.6.1 Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Yavapai County Health Department, Sanitary Code. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as Engineer may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work. Precaution shall be exercised by Contractor at all times for the protection of persons (including employees and Contractor representatives) and property. Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated hereunder.

3.6.2 Contractor warrants that Contractor is aware of and understands the hazards presented to
persons, property and the environment relating to and arising out of the Work. In the event Contractor or any of Contractor's Subcontractors are working or operating in an unsafe manner, Contractor shall immediately take full and appropriate steps to assure the safety of those working in the job site. Contractor acknowledges Town's right under this Contract to stop work if Town determines the Work is not proceeding in a safe manner and may result in injury to persons or property. Town and Engineer shall not be liable for the costs incurred by Contractor if the Work is stopped for safety reasons. Engineer, with Town approval, shall issue a stop work order until the violation ceases. Engineer shall immediately notify Contractor in writing of the reasons Work was stopped.

3.7 **NOTICE TO PROCEED**

Contractor or Subcontractors shall not start Work on any part of the Project until Notice to Proceed has been issued by Town. The Notice to Proceed will be sent to Contractor by certified mail or delivered to him in person. The date for the official start of the Contract will be set forth in the Notice to Proceed. The Notice to Proceed shall not be issued until the Contract has been executed and all insurance, bonds and other required documents have been submitted to Town.
PART IV

GENERAL CONDITIONS

COMMENCEMENT, PROSECUTION AND PROGRESS

4.1 COMMENCEMENT

4.1.1 Within ten (10) working days after the Notice of Award, a pre-construction conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

4.1.1.1 The conference shall be attended by: Contractor and his superintendent, Principal Subcontractors, Representatives of principal suppliers and manufacturers as appropriate, Engineer, Representatives of Town, Others as requested by Town, Contractor, or Engineer.

4.1.1.2 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:

A. Discussion of Contractor's Initial Contract Schedule (See Section 5.1).
B. Transmittal, review, and distribution of Contractor's submittals.
C. Processing applications for payment.
D. Maintaining record documents.
E. Critical work sequencing.
F. Engineer's Instruction Bulletins and Change Orders.
G. Use of premises, office and storage areas, security, housekeeping, and Town's needs.
H. Major equipment deliveries and priorities.
I. Contractor's Safety Program.

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4.1.3 Engineer will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

4.1.2 Contractor shall commence Work on or before the tenth (10th) day after the date set forth in the Notice to Proceed, and shall complete all Work under the Contract within the Contract Time. The Notice to Proceed will be issued no later than thirty (30) Days after the Notice of Award unless otherwise agreed upon in writing, or as may be specified in the Supplemental Conditions.

4.2 SUBCONTRACTORS

4.2.1 Subcontracts shall be in accordance with, and Contractor shall be bound by, the following provisions:

4.2.1.1 All subcontracts shall be subject to review and acceptance by Town.

4.2.1.2 All subcontracts shall be in writing and shall provide that all Work to be performed hereunder shall be performed in accordance with the terms of the Contract.

4.2.1.3 True copies of any and all subcontracts shall be furnished to Town; however, prices may be omitted.

4.2.1.4 The subcontracting of any part of the Work will in no way relieve Contractor of his responsibility or liability or obligation under the Contract.

4.2.1.5 All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by Contractor, which will allow Contractor to complete the Project within the Contract Time.

4.2.2 If Town or Engineer has reasonable objection to any proposed Subcontractor, Contractor shall submit a substitute to whom Town and Engineer have no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

4.2.3 Contractor shall make no substitution for any Subcontractor, person or entity previously selected if Town or Engineer make reasonable objection to such substitution.
4.3 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

4.3.1 Contractor shall at all times be present at the Work in person or represented by a competent superintendent who shall supervise and direct the Work and shall be authorized by Contractor to receive and fulfill instructions from Engineer.

4.3.2 Contractor shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall employ and maintain on the Site a qualified supervisor or superintendent who 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 if 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.

4.3.3 Emergencies that may arise during the progress of the Work may require special effort or require extra shifts of men to continue the Work beyond normal working hours. Contractor shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly.

4.4 CONTRACT DOCUMENTS

4.4.1 Contractor shall keep at the Site a copy of the Contract Documents and shall at all times give Engineer access thereto.

4.4.2 The documents that make up the Contract Documents are intended to be complete and complementary, and to prescribe a complete Work which Contractor shall perform in a manner acceptable to Engineer and in full compliance with the terms of the Contract. Contractor shall provide Town with a complete and operable Work, even though the Plans and Specifications may not specifically call out all items or items of work required of Contractor to complete his task. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, Contractor shall immediately notify Engineer, who shall immediately notify Engineer. Engineer will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.
4.4.3 Any drawings or Plans listed anywhere in the Specifications or Addenda thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not indicated on the Plans and not mentioned in these Specifications shall be of the same force and effect as if indicated or mentioned in both.

4.4.4 Contractor shall perform the Work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.

4.4.5 Unless otherwise specified in the Supplemental Conditions, Contractor shall furnish all Materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all Work involved in executing the Contract in a satisfactory and workmanlike manner within the Contract Time.

4.4.6 Anything in the Contract Documents notwithstanding, Contractor accepts the responsibility of constructing a watertight, weather tight Project.

4.5 ERRORS AND OMISSIONS

The Plans are presumed to be correct, but Contractor shall be required to check carefully all dimensions before beginning the Work. If any errors or omissions are discovered, Engineer shall be so notified in writing. Engineer shall immediately notify Town who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications and shall issue appropriate Engineer's Instruction Bulletins. Any such adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by Contractor at his own expense.

4.6 QUALIFICATIONS FOR EMPLOYMENT

4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any Work under this Contract.
Each person working must provide proof of United States citizenship or legal work identification.

4.6.2 Immigration Law Compliance Warranty

4.6.2.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

4.6.2.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

4.6.2.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

4.6.2.5 If state law is amended, the parties may modify this paragraph consistent with state law.

4.6.3 Equal Treatment of Workers

4.6.3.1 Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the
Work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

4.7 CHARACTER OF WORKERS

4.7.1 Contractor shall have in place and enforce a drug-free workplace policy which complies with the requirements of the Drug-Free Workplace Act.

4.7.2 Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time required by the Contract Documents.

4.7.3 All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all WORK properly and satisfactorily.

4.7.4 Contractor shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the Site.

4.7.5 Any person employed by Contractor or any Subcontractor who, in the opinion of Engineer does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of Engineer be removed from the Work by Contractor or Subcontractor employing such persons, and shall not be employed again in any portion of the Work without the approval of Engineer. Contractor or Subcontractor shall hold Town harmless from damages or claims for compensation that may occur in the enforcement of this section.

4.7.6 Should Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, Town may
suspend the Work by written notice until such orders are complied with.

4.8 MAINTENANCE OF TRAFFIC

4.8.1 Contractor shall submit a Traffic Control Plan to Town’s traffic engineer. No work shall begin until a Traffic Control Plan has been approved, unless authorized in writing by the Engineer. Contractor shall coordinate with the various agencies both commercial and public, involved in the collection and removal of trash and garbage, so that adequate services are maintained.

4.8.2 Contractor will coordinate and schedule off-duty police officers with the Town as a part of the Contractor’s traffic control work. Town will pay for the officers directly with no payment to the Contractor for this item. Contractor will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that the Contractor fails to prosecute the work in a timely and orderly fashion, Town shall notify Contractor and reserves the right to negotiate a corresponding deductive change order with the Contractor based upon the cost of $65/hour/officer that Town will incur for the off duty officers.

4.8.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.

4.8.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of Engineer, are required.

4.8.5 In the event of abnormal weather conditions, such as windstorms and rainstorms, Contractor shall immediately inspect his Work area and take all necessary actions to insure that public access and safety are maintained.
4.8.6 Contractor shall provide Engineer with the emergency phone number of his representatives.

4.9 **CLEANUP AND DUST CONTROL**

4.9.1 Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, Contractor shall keep the Work area clean and free from rubbish, excess material and debris generated by construction activities.

4.9.2 Contractor shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of Engineer and in accordance with applicable law.

4.9.3 Failure of Contractor to comply with Engineer’s cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and Engineer has the authority to take such other measures as may be necessary to remedy the situation.

4.10 **SANITATION**

4.10.1 Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the Project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.

4.10.2 CONTRACTOR shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Yavapai County Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the Work wherever it is in preparation or progress, and Contractor shall provide proper facilities for such access and inspection.

4.11 **WATER**

4.11.1 Contractor and each Subcontractor shall supply adequate pure cool drinking water with
individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.

4.11.2 It shall be the responsibility of Contractor to provide and maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed Project, all temporary connections and piping installed by Contractor shall be removed.

4.11.3 Contractor shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by Town, if Contractor desires to obtain water from the distribution system at any point.

4.12 CONSTRUCTION STAKING

4.12.1 Construction staking will be made by Contractor in accordance with the technical requirements of Section 105.8 of the MAG Specifications unless otherwise provided in the Supplemental Conditions. Contractor shall provide and pay for all building layout staking, including elevations and all other Project staking.

4.12.2 Replacement of construction stakes that have been knocked out due to Contractor’s Work or lack of Work, weather conditions, traffic, vandalism or utility contractors will be done at Contractor’s expense.

4.13 BLUE STAKE

Contractor is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. Contractor shall directly contact Town for marking of electrical for traffic signals, sprinkler and irrigation facilities.

4.14 UTILITIES SHOWN ON THE PLANS

4.14.1 Regardless of what utilities are shown on the Plans, it shall be Contractor’s responsibility to verify these locations and any additional lines which may exist through consulting with Town,
utility companies and/or "Blue Stake."

4.14.2 Existing utilities are indicated on Project Plans in accordance with the best information available. Contractor shall notify all owners of utilities when his Work is in progress and shall make such arrangements as are necessary to make any emergency repair to any utility, in a manner satisfactory to Town of a damaged utility line, including individual or house service utility lines.

4.14.3 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by Contractor's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.

4.14.4 Contractor shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the WORK, in order to permit survey location prior to construction.

4.14.5 Contractor shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner (as defined in MAG Spec's), or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the Underground Facility/Utility for the total cost of the repair.

4.15 UTILITIES NOT SHOWN ON THE PLANS

4.15.1 If utility lines are encountered which are not shown on the Plans, and not located, or incorrectly located by the Utility owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then MAG Spec Section 109.8 and A.R.S. § 40-360 shall apply.

4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility owner's expense. The necessary Work may be done by the Utility owner or by Contractor, or as a collaborative effort, at the option of the Utility owner. All Work shall be in
accordance with the standards of Town and the Utility owner.

4.15.3 In most cases, individual or house service utility lines are not shown on the Plans. It shall be Contractor's responsibility to locate and protect these individual or house services. If, due to Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to Town. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in Contractor's bid for the Work under this Contract.

4.16 **DRIVEWAYS AND WALKS**

4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. At least 24 hours in advance of blocking driveways, Contractor shall notify the property owner. Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to Contractor's Work. If it is necessary to leave an excavation open across driveways or sidewalks, Contractor shall provide temporary relief in the form of steel plates over the excavation.

4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.

4.16.3 Direct access shall be provided at all times to fire engine hoses, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

4.17 **TREES AND SHRUBBERY**

4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by Contractor insofar as practicable. No trees or shrubbery shall be removed without the prior approval of Town.

4.17.2 In the event shrubbery or trees must be trimmed or removed, Contractor shall notify the
property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by Contractor and hauled from the job at Contractor’s expense.

4.17.3 All trees, shrubs, hedges, brush, etc., designated on the Plans, or by Engineer for removal, shall be completely removed and disposed of as indicated on the Plans or specified.

4.18 **IRRIGATION DITCHES AND STRUCTURES**

Contractor shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the Work and shall make arrangements for dry-up or scheduling of water deliveries. Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.

4.19 **ROADS AND FENCES**

4.19.1 Streets and roads subjected to interference by the prosecution of this Work shall be kept open in compliance with Section 4.9 and maintained by Contractor until the Work is completed.

4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at Contractor’s expense.

4.20 **PROTECTION OF WORK AND CLEANING UP**

4.20.1 Contractor shall be responsible for the protection of all Work until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the Work, and Contractor and his Sureties shall be liable therefore.

4.20.2 Contractor shall remove from the vicinity of the completed Work all plant, surplus material or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from Town’s
premises, streets or portions of building or property at or adjacent to the site of the Work excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by Engineer. Where an area is indicated to be "cleared", all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.

4.21 METHODS AND EQUIPMENT

4.21.1 The methods and equipment adopted by Contractor shall be such as will secure a satisfactory quality of Work and will enable Contractor to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of Contractor.

4.21.2 When the Specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by Engineer. If Contractor desires to use a method or type of equipment other than those specified, he may make that request to Town, who shall immediately forward the request to Engineer. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing construction work that performs the equivalent or better function as the original specifications. Approval by Town does not guarantee acceptance of the final Work, which will be determined by Engineer after evaluating whether equivalent or better function as the original specifications was or will be achieved. If, after trial use of the substituted methods or equipment, Engineer determines that the Work produced does not meet the Specifications, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as Engineer may direct. No change will be made in basis of payment of the construction items involved nor in the Contract Time as result of authorizing a change in methods or equipment under these provisions. Contractor may appeal a decision of Engineer under this Section to the Contractor’s Representative. Any such appeal must be made in writing within forty-eight (48) hours of Engineer’s decision or the right to appeal is waived.

4.22 SUSPENSION OF WORK

In case of suspension of Work from any cause whatever, Contractor shall be responsible for the protection of all Materials and equipment. Contractor shall provide suitable drainage and erect
4.23 **DELAGES AND EXTENSION OF TIME**

4.23.1 If Contractor finds it impossible for reasons beyond his control to complete the Work within the Contract Time as specified or as extended, he shall immediately submit a written request to Engineer for an extension of time setting forth therein the reasons that he believes will justify the granting of his request. Contractor’s plea that insufficient time was specified is not a valid reason for extension of time. If Engineer finds that the Work was delayed because of conditions beyond the control and through no fault of Contractor, he may extend the Contract Time in such amount as the conditions justify. The extended Contract Time shall be non-compensable and shall be in full force and affect the same as though it were the original Contract Time. However, if the delay was caused by Town, was unreasonable under the circumstances and was not within the contemplation of the parties, then Contractor and Town shall enter into negotiations for recovery of damages directly related to the delay.

4.23.2 In setting the Contract Time, it has been assumed that up to 2 Working Days may be lost as a result of weather conditions which will slow down the normal progress of WORK; therefore, no extensions in Contract Time will be allowed for the first 2 Working Days lost due to bad weather conditions. Attention is directed to the nearest weather bureau station in the vicinity of the Work for determining the extremes of temperature, wind velocities and the amount and intensity of precipitation that can be expected.

4.23.3 To receive consideration, a request for extension of time must be made in writing to Engineer stating the reason for said request, and such request must be received by Engineer within forty-eight (48) hours following the end of the delay-causing condition.

4.23.4 Engineer shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

4.23.5 An extension of time may be granted by Town after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not
release the sureties upon any bond required under the Contract.

4.23.6 Town’s or Engineer’s liability for delay from any cause shall be limited to granting a time extension to Contractor and there is no other obligation, expressed or implied, on the part of Town or Engineer to Contractor for delay from any cause. An extension of Contract Time shall not release the sureties of their obligations, which shall remain in full force until the discharge of the Contract.

4.24 CONTRACTOR’S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within ten (10) working days after receipt of written notice from Town to commence and continue correction of such default or neglect with diligence and promptness, Town may without prejudice to any other remedy Town may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from the payments then or thereafter payable to Contractor, including compensation for Engineer’s additional services made necessary by such default, neglect or failure. If the payment then or thereafter due Contractor is not sufficient to cover such amount, Contractor shall pay the difference to Town.

4.25 TERMINATION FOR BREACH OF CONTRACT

4.25.1 If Contractor refuses or fails to prosecute the Work or any separable part thereof in accordance with the Plans and Specifications or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such Work within time, or if he or any of his Subcontractor(s) should violate any of the provisions of the Contract, Town may terminate this Contract.

4.25.2 In the event of any such termination, Town shall immediately serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Contract; provided however, that if the Surety within fifteen (15) Days after the serving upon it of a notice of termination does not give Town written notice of its intention to take over and perform the Contract and does not commence performance thereof within thirty (30) Days from the date of serving said notice, Town may take over the Work and prosecute the same to completion by Contract or by any other method Town may deem advisable. Town may, without liability for so doing, take possession of and utilize in completing the Work such
Materials, appliances, plants and other property belonging to Contractor that may be on the site of the Work and be necessary therefore. For any portion of such Work that Town elects to complete by furnishing employees, Materials, tools and equipment, Contractor shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the Work.

4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to Town.
PART V

GENERAL CONDITIONS

CONTROL OF WORK

5.1 TIME OF WORK

5.1.1 Initial Contract Schedule

5.1.1.1 Prior to the preconstruction meeting, Contractor shall furnish to Engineer one hard copy and one copy in electronic format of an Initial Contract Schedule.

5.1.1.2 The Initial Contract Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the Contract Documents.

5.1.1.3 The Initial Contract Schedule shall indicate the detailed plan for the work to be completed in the first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of Materials and equipment. Work beyond ninety (90) days shall be shown in summary form.

5.1.1.4 The Initial Contract Schedule shall be a time-scaled, resource loaded Critical Path Method (CPM) type schedule, prepared in a Primavera compatible software.

5.1.1.5 VERTICAL PROJECTS - The Initial Contract Schedule shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the Contract Schedule. Use of the Initial Contract Schedule for progress payments shall not exceed 30 days.

5.1.1.6 HORIZONTAL PROJECTS – The Bid Schedule will be used as a basis for monthly progress payments.

5.1.1.7 Overall time of completion and time of completion for each milestone shown on the Initial Contract Schedule shall adhere to the times in the Supplemental Conditions, unless an earlier (advanced) initial time of completion is requested by Contractor and agreed to by Engineer. Any such agreement shall be formalized by a Change Order.

5.1.1.8 Engineer will review the Initial Contract Schedule for conformance with the
requirements of the Contract Documents. Engineer will return the Initial Contract Schedule with comments within five (5) working days after receiving it from Contractor.

5.1.2 Contract Schedule Development

5.1.2.1 Within fifteen (15) working days after receiving the Notice to Proceed, Contractor shall submit a detailed proposed Contract Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Contract Documents.

5.1.2.2 The proposed Contract Schedule shall furnish or comply with the following requirements:

VERTICAL PROJECTS

A. A time scaled cost loaded CPM type schedule.

B. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by Engineer if the Project is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

C. Procurement of major equipment, through receipt and inspection at the Site, identified as a separate activity.

D. Town furnished Materials and equipment if any, identified as separate activities.

E. Dependencies (or relationships) between activities.

F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or Material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

G. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the cost for activities shall equal the total contract value.
H. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other critical activities shall be scheduled during this period.

I. Interface with the WORK of other contractors (or entities).

HORIZONTAL PROJECTS

A. A time scaled cost loaded CPM type schedule.

B. No activity on the schedule shall have a duration longer than ten (10) working days, with the exception of fabrication and procurement activities, unless otherwise approved by Engineer. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

C. Procurement of major equipment, through receipt and inspection at the SITE, identified as a separate activity.

D. Town furnished Materials and equipment if any, identified as separate activities.

E. Dependencies (or relationships) between activities.

F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or Material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

G. Ten (10) working days for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other critical activities shall be scheduled during this period.

H. Interface with the WORK of other contractors (or entities).

5.1.2.3 Contractor shall submit to Engineer one hard copy and one copy in electronic format of the Contract Schedule.

5.1.2.4 Engineer will review the proposed Contract Schedule for conformance with the requirements of the Contract Documents. Within five (5) working days after receipt, Engineer will accept the Contract Schedule or will return it with comments. If the proposed Contract Schedule is not accepted, Contractor shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within
five (5) working days after receiving it. The accepted schedule shall become the Contract Schedule. Schedules showing a completion date earlier than the contract date will not be accepted.

5.1.2.5 The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with Contractor.

5.1.2.6 Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

5.1.2.7 Acceptance of the Contract Schedule will not relieve Contractor of the responsibility for accomplishing the WORK in accordance with the Contract.

5.1.3 Monthly Updates

5.1.3.1 Contractor shall submit to Engineer each month an up-to-date status report of the work. The status report shall include:

A. Contractor’s estimated percentage complete for each activity not yet complete.

B. Actual start/finish dates for activities as appropriate.

C. Identification of processing errors, if any on the previous update reports.

D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

E. Identification of activities that are affected by proposed Change Orders issued during the update period.

F. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, Contractor shall submit revision to schedule logic to conform to current status and direction.

5.1.3.2 Engineer will review the updated information and meet with Contractor each week.
at the Site to determine the status of the Work. If agreement cannot be reached on any issue, Contractor will use Engineer's determination in the processing of the update.

5.1.3.3 Contractor will incorporate Engineer's review comments and submit two (2) copies of the report.

5.1.3.4 Progress payments pursuant to the Contract will be based on the update of the Contract Schedule.

5.1.4 Schedule Revisions

5.1.4.1 If the sequence of construction differs significantly, as determined by Engineer, from the Contract Schedule, Contractor shall submit within five (5) working days a revised schedule to Engineer for acceptance.

5.1.4.2 When a proposed Change Order is issued which has the potential to impact specified completion dates, the Change Order request shall include a description of the impact of such changes. If approved, it shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the Contract Documents.

5.1.4.3 Should Contractor, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to Engineer, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to Engineer, they will be incorporated into the Contract Schedule in the next reporting period.

5.1.4.4 Schedule revisions shall be submitted at least five (5) working days prior to the date of submission of update information. Engineer will have five (5) working days to review the revisions.

5.1.5 Contract Schedule Reports

Contractor shall submit two (2) copies of the following reports for the proposed Contract Schedule, Contract Schedule monthly updates, Contract Schedule revisions and recovery schedules:

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5.1.5.1 VERTICAL PROJECTS

A. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.

B. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.

C. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed Contract Schedule will outline Contractor's overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

5.1.5.2 HORIZONTAL PROJECTS

A. CPM Schedule Report listing the activities, their early/late and actual start finish dates, duration, float and the logic relationship of activities sorted by early start.

B. Contractor shall provide all the schedule files in Primavera compatible format on CD.

5.1.6 Short Interval Schedules

Contractor shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. Eight copies of the SIS shall be submitted to Engineer at the weekly construction meeting. Contractor shall participate in short interval scheduling coordination during the weekly construction meetings.
5.1.7 **Time of Essence**

Time is of the essence of this Contract. Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of Engineer.

5.1.8 **Date of Completion**

Contractor shall fully and satisfactorily complete the Work within the Contract Time. The date of completion is defined in Section 9.2.

5.1.9 **Responsibility for Completion**

5.1.9.1 Contractor shall furnish sufficient manpower, Materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Contract Schedule. If work on the critical path is seven days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, Contractor will implement whatever steps it deems necessary to make up all lost time. If Contractor's solution is not successful, it will make further attempts using the following sequence of events:

A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

B. If the above cannot be achieved then:

- Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Engineer, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the Engineer the backlog of work.

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• In addition, Engineer may require Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Engineer finds the proposed recovery schedule unacceptable, it may require Contractor to submit a new plan. If the actions taken by Contractor or the second plan proposed are unsatisfactory, Engineer may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to Town to make up the lag in scheduled progress.

5.1.9.2 Failure of Contractor to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by Town that Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

5.1.10 Daily Reports

Contractor shall submit a Daily Activity Report no later than 9:00 a.m. the following work day to Engineer for each workday including weekends and holidays, when worked.

5.1.11 Payments Withheld

Progress Payments may be withheld in whole or in part should Contractor fail to comply with the requirements of this Section 5.1.

5.2 ENGINEER TO INTERPRET CONTRACT DOCUMENTS

Engineer will decide all questions which may arise as to the interpretation of the Plans and Specifications. Contractor may appeal a decision of Engineer made pursuant to this paragraph to Town’s Representative. Such appeal must be made in writing within forty-eight (48) hours of Engineer’s decision or the right to appeal is waived.

5.3 FORMAL PROTEST

5.3.1 If Contractor considers any Work demanded of him to be outside the requirements of the GC-48
Contract, or if he considers any instruction, ruling, or decision of Engineer to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time resulting from demands, instructions, rulings and decisions of Engineer. If the protest is against a demand, instruction, ruling or decision of Engineer, it shall be filed with Town’s Representative.

5.3.2 Upon receipt of a protest from Contractor of a decision of Engineer, Town’s Representative shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise Contractor in writing of his final decision, which shall be binding. Upon receipt of a protest from Contractor of a decision of Town’s Representative, the Town Manager shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise Contractor in writing of his final decision, which shall be binding.

5.3.3 Contractor shall continue work on the Project during the review of the formal protest.

5.4 PLANS

5.4.1 The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by Contractor as are necessary to adequately control the Work. No change shall be made by Contractor in any working or shop drawing after it has been accepted by Engineer.

5.4.2 Contractor shall keep a current copy of the Plans and Specifications at the jobsite, and shall at all times give ENGINEER access thereto. A current copy of Plans and Specifications shall include red-line drawings, all Addenda, Change Orders, Engineer Instruction Bulletins, and any other approved change made to the Plans and Specifications. Any drawings or Plans listed in the Specifications shall be regarded as a part thereof and Engineer will furnish from time to time such additional drawings, Plans, profiles, and information as he may consider necessary for Contractor’s guidance.

5.4.3 All authorized alterations affecting the requirements and information given on the accepted
Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by Engineer except by consent of Engineer in writing.

5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions shown on the accepted Plans. Allowable deviations, other than specified tolerances, from the accepted Plans and working drawings will in all cases be determined by Engineer.

5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

5.6.1 The documents which make up the Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work.

5.6.2 Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, Contractor shall promptly notify Engineer. Engineer shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5.6.3 In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the more stringent requirement shall apply.

5.6.4 Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event Contractor discovers such an error or omission, he shall immediately notify Engineer. Engineer shall proceed as prescribed in Section 4.5.1 of the Contract Documents.

5.7 ORDER OF WORK

5.7.1 When required by the Contract Documents, Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be
considered as included in the prices paid for Contract items of Work and no additional compensation will be allowed there for.

5.7.2 The organization of the Specifications into divisions and articles and the arrangement of drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

5.8 COOPERATION BETWEEN CONTRACTORS

5.8.1 Town reserves the right to contract for and perform other or additional work on or near the Work covered by the Contract.

5.8.2 When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractor working on the same project shall cooperate with each other as directed.

5.8.3 Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless Contractor from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

5.8.4 Contractor shall arrange his Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.

5.8.5 Contractor will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other contractors working within the limits of the same project.

5.9 INSPECTION

5.9.1 Contractor shall furnish Engineer with every reasonable facility for ascertaining whether the
Work as performed is in accordance with the requirements and intent of the Specifications and Contract. Engineer shall be permitted to inspect all Materials and each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. Engineer shall be furnished with such information and assistance by Contractor as required to make a complete and detailed inspection. Should any Work be covered up before acceptance or consent of Engineer, it must, if required by Engineer, be uncovered for examination at Contractor’s expense. The direct control shall be solely the responsibility of Contractor’s foremen and superintendent.

5.9.2 When the United States government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this Contract and will in no way interfere with the rights of either party under this Contract.

5.9.3 The inspection of the Work shall not relieve Contractor of any of his obligations to fulfill his Contract as herein provided. Any unsuitable or defective Materials and Work may be rejected notwithstanding that such Work and Materials may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective Materials shall be removed from the site within three (3) days of such rejection.

5.10 LINES AND GRADES

Profiles and elevations are indicated on the Plans. All Work under this Contract shall be built in accordance with the lines and grades indicated on the Plans. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the Contract. The establishment of the lines and grades shall be set forth under these General Conditions, as modified by the Supplemental Conditions. Contractor shall verify all vertical and horizontal controls using the nearest benchmark.

5.11 USE OF SITE

5.11.1 Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any Materials or equipment.
5.11.2 Contractor shall coordinate all of the Contract's operations with, and secure approval from, Engineer before using any portion of the site.

5.12 SEPARATE CONTRACTS TO CONTRACTOR

5.12.1 If any part of Contractor's Work depends on proper execution or results of Work performed by Town or any separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of Contractor so to report shall constitute an acceptance of Town's or separate contractor's Work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.

5.12.2 Should Contractor wrongfully cause damage to the Work or property of Town, or to other Work or property on the site, Contractor shall promptly remedy such damage.

5.12.3 Should Contractor wrongfully delay or cause damage to the Work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute.

5.13 TESTS

5.13.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, Contractor shall give Engineer timely notice of its readiness so Engineer may observe such inspection, testing or approval. Contractor shall bear all costs of such inspections, test or approvals conducted by public authorities. Town shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, Town shall bear all costs of other inspections, tests or approvals.

5.13.2 Required certificates of inspection, testing or approval shall be secured by Contractor and Contractor shall promptly deliver them to Engineer.
PART VI

GENERAL CONDITIONS

CHANGES IN THE WORK

6.1 CHANGES IN THE WORK

6.1.1 Town, without invalidating the Contract and without notification of sureties, may order extra Work, make changes by altering, or delete any portion of the Work as specified herein, or as deemed necessary or desirable by Town. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra Work.

6.1.2 In giving instructions, Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. No extra Work or change shall be made unless in pursuance of a written order by Contractor. Any claim for an addition to the Contract Sum shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If Contractor claims that any instructions involve extra cost under the Contract, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Engineer of such claim, and before proceeding to execute the WORK, except in an emergency endangering life or property, and the procedure shall then be as provided to approve Change Orders.

6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. Town shall have the right to make such changes in the Plans and the character of the Work as may be necessary or desirable to insure the completion of the Work in the most satisfactory manner without invalidating the Contract.

6.1.4 Changes shall be incorporated in the written Change Order issued by Town, which shall be written so as to indicate acceptance on the part of Contractor as evidenced by his signature.
6.2 **PRICING OF CHANGES**

6.2.1 If a Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

6.2.1.1 Where the Work involved is covered by unity prices contained in the Bid Schedule, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the Contractor and the Engineer.

6.2.1.2 By mutual acceptance of a unit price not contained in the Bid Schedule, or mutual acceptance of a lump sum price. The Contractor shall furnish Engineer with an itemized cost breakdown together with supporting data including the quantities used in computing the unity price and/or lump sum price of the Work.

6.2.1.3 Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a Contractor’s Fee for overhead and profit, as described below. (Cost Plus Basis).

6.2.1.4 Whenever the cost of any work is to be determined on a Cost Plus Basis, Contractor will submit on forms acceptable to the Engineer, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the Work. No payment will be made for work not verified by the Engineer. Final cost for the Change in the Work shall be reflected and formalized in a Change Order.

6.2.2 Allowable costs for any Change Order shall be limited to the following:

6.2.2.1 Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits available to Contractor’s employees generally.

6.2.2.2 Costs of first line supervision labor, including labor burden as described in Section 6.2.2 A. “First Line Supervision” shall mean a working foreman or lead craft worker other than the Project superintendent.

6.2.2.3 Actual cost of the Project superintendent associated with any period of compensable delay caused by issuance of the Change Order. In the absence of a compensable delay, all of the Project superintendent’s time is considered to have been paid for as part of the overhead.

6.2.2.4 Actual costs of Materials, including sales tax and delivery.
6.2.2.5 Rental costs of machinery and equipment, based on the latest "schedule of equipment rates" used by the Arizona Department of Transportation, exclusive of small tools, whether rented from Contractor or others.

6.2.2.6 Overhead and profit as specified below. "Overhead" shall include the following: Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the Project superintendent; vehicles, including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and record drawings; general office expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Section 6.2.2.1

6.2.3 Upon receipt of a proposed Change Order, Contractor shall promptly proceed with the change in the WORK and advise Engineer within five (5) working days of Contractor's agreement or disagreement with the method, if any, provided in the proposed Change Order for determining the proposed adjustment in the Contract Sum or Contract Time. Failure to return the Change Order to Engineer within five (5) working days indicates Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

6.2.4 If Contractor disagrees with the method for adjustment in the Contract Sum, the adjustment shall be determined by Engineer on the basis of any of the methods described in Sections 6.2.1.1 through 6.2.1.4.

6.2.5 Overhead and Profit for actual cost of work performed by the Contractor and/or his Subcontractor, shall be determined in accordance with MAG Section 109.5. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed thirty percent (30%).

6.2.6 If the net value of a change results in a credit from Contractor or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.3 ADJUSTMENTS TO CONTRACT SUM OR QUANTITIES

6.3.1 For a decrease greater than 20 percent in either the Contract Sum excluding Town allowance, or the total cost of a major item and when a reasonable cost analysis supports an increase in the pro rata share of fixed cost chargeable to this item in total, an increase adjustment in the monies due the Contractor may be made. This adjusted compensation will not exceed 80 percent of the original Contract Sum, excluding Town allowance, or, if for a unit price item, the adjustment will not exceed 80 percent of the original extended unit price. This does not apply to items labeled as contingent items in the Contract Documents.
6.3.2 For an increase greater than 20 percent in either the Contract Sum, excluding the Town allowance, or the total cost of a major item, any adjustment made will only apply to that cost in excess of 120 percent of the original Contract Sum, excluding the Town allowance, or, in the case of a major item, in excess of 120 percent of the original proposed extended unit price. If either party presents a reasonable cost analysis that shows a change in the pro rata share of fixed costs chargeable to this item in total, an increase or decrease adjustment will be made. This increase or decrease adjustment will be made on such basis as is necessary to cover a reasonable estimate of cost, plus an allowance, not to exceed 15 percent, for overhead and profit. If the parties are unable to reach an agreement, the Engineer has the authority to order the excess work done on an actual cost basis.

6.3.3 For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

6.3.4 For purposes of this Paragraph 6.3, a “major item” is determined as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Dollar Value of Major Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 to $1,000,000</td>
<td>$50,000 or 10% of original contract amount, whichever is less</td>
</tr>
<tr>
<td>$1,000,000.00 to $5,000,000.00</td>
<td>5.0% of original contract amount</td>
</tr>
<tr>
<td>$5,000,000.00 or greater</td>
<td>$250,000.00 or 2.5% of original contract amount, whichever is greater.</td>
</tr>
</tbody>
</table>

6.4 EFFECT ON SURETIES

6.4.1 All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the Contract bonds, and shall not reduce the sureties’ liability on the bonds.

6.4.2 Town reserves the right to require additional payment or performance bonds to secure a Change Order.
PART VII

GENERAL CONDITIONS

MATERIALS AND WORKMANSHIP

7.1 GENERAL

7.1.1 All equipment, Materials, and articles incorporated in the Work covered by this Contract shall be new and subject to review and acceptance by Engineer unless otherwise specifically provided for in the Contract Documents.

7.1.2 Where equipment, Materials, or articles are referred to in the Specifications as "or equal to" any particular standard, Engineer shall decide the question of equality.

7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all amendments, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all Materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

7.1.4 All Work shall be done and completed in a thorough, workmanlike manner in conformance with the Contract Documents. Engineer shall have the authority to reject Work not in conformance with the Contract Documents.

7.1.5 In the event Contractor discovers any omission from these Specifications or from the PLANS, it shall be the duty of Contractor to call Engineer’s attention to apparent errors or omissions and request instructions before proceeding with the Work. Engineer shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon Contractor as though contained in the original Specifications or Plans.

7.1.6 Contractor may appeal a decision of Engineer made pursuant to Section 7.1 to Town’s GC-38.
Representative. Such appeal must be made in writing within forty-eight (48) hours of Engineer’s decision or the right to appeal is waived.

### 7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT

Substitution of material or equipment shall only be made pursuant to Section 1.8.

### 7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the Work.

7.3.3 Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.

7.3.4 All Materials to be incorporated in the Work shall be subject to sampling, testing and acceptance. Samples furnished by Contractor shall be representative of the Materials to be used. Engineer may select samples or may require that samples be delivered to and tested at a laboratory designated by Engineer at no additional cost to Contractor.

7.3.5 Contractor shall prepare, review, approve and submit to Engineer, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of Town or any separate contractor all shop drawings, product data and samples required by the Contract Documents. Contractor shall cooperate with Engineer in the coordination of the shop drawings, product data and samples with those of other separate contractors.

7.3.6 By preparing, approving and submitting shop drawings, product data and samples, Contractor represents that Contractor has determined and verified all Materials, field measurements and
field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.

7.3.7 Engineer will review and approve or take other appropriate action upon Contractor’s submittals such as shop drawings, product data and samples for conformance with the Specifications. Engineer’s approval of the specific item shall not indicate approval of an assembly of which the item is a component.

7.3.8 All sampling and testing of Materials shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the Specifications. Contractor shall pay for all material testing required.

7.4 MATERIALS FURNISHED BY CONTRACTOR

All Materials and/or services to be furnished by Town are indicated in the Supplemental Conditions. The cost of Contractor handling and placing Town-furnished Materials shall be included in the Contract price.

7.5 STORAGE OF MATERIALS

7.5.1 Contractor shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all Materials and equipment to be used in the Work. Stored Materials shall be located so as to provide reasonable access for inspection. That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the Project Specifications. Any additional space required shall be provided by Contractor at no cost to Town. Protection of Materials and equipment stored on the site shall be the responsibility of Contractor. Town reserves the right to direct Contractor to provide proper means of protection for Materials if such is deemed advisable by Engineer; however, the exercise of or failure to exercise this right shall not be deemed to relieve Contractor of his primary responsibility for protecting the material and equipment. Contractor shall provide suitable warehouses or other adequate means of protection for such of the Materials and equipment as require storage or protection. Contractor shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. Contractor shall maintain all material and equipment in accordance with the manufacturer’s instructions. The cost of replacing any material or
equipment damaged in storage shall be borne by Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve Contractor of his primary responsibility. No motor shall be left uncovered or unprotected.

7.5.2 Payments for Materials or equipment stored off the site shall be conditioned upon submission by Contractor of bills of sale to establish Town’s title to such Materials or equipment and certificate of insurance for storage in a bonded warehouse.

7.6 **REJECTED MATERIALS AND WORK**

Engineer shall have the authority to reject Materials which do not conform to the Contract Documents. Rejected Materials shall be removed immediately from the site of the Work unless otherwise permitted by Engineer. No rejected Materials, the defects of which have been subsequently corrected, shall be used unless accepted by Engineer. If Contractor fails to remove and replace rejected material, Town has authority to do so and to deduct the cost thereof from any monies due or to become due Contractor.

7.7 **GUARANTEE OF WORK - WARRANTY**

7.7.1 Contractor warrants to Town that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Town or Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by any other provisions of the Contract Documents.

7.7.2 Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after acceptance and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected WORK, including compensation for the additional services of Engineer made necessary thereby.

7.7.3 If, within one year after the date of final acceptance by Town of all Work required by the Contract Documents or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work
is found to be defective or not in accordance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Town to do so unless Town has previously given Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract, but it shall in no way limit the warranty set forth in Section 7.7.1. Town shall give the notice required herein promptly after discovery of the condition.

7.7.4 Contractor shall remove from the site all portions of the WORK which are defective or non-conforming and which have not been corrected unless removal is waived by Town.

7.7.5 If Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from Engineer, Town may remove it and may store the Materials or equipment at the expense of Contractor. If Contractor does not pay the cost of such removal and storage within ten (10) working days thereafter, Town may upon ten (10) additional working days written notice sell such Materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by Contractor including, but not limited to, compensation for Engineer’s additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by Town to Contractor under the Contract shall be reduced by the deficiency. If payments then due to Contractor are insufficient to cover deficiency, Contractor shall pay the difference to Town.

7.7.6 Contractor shall bear the costs of making good all Work of Town or separate contractors destroyed or damaged by Contractor's correction or removal of defective Work.

7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under the Contract Documents. The establishment of the time period of one year after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of Contractor to correct the Work and has no relationship to the time within which Contractor’s obligation to comply with the Contract Documents may be sought to be enforced. Nor the time within which proceedings may be commenced to establish Contractor’s liability with respect to Contractor’s obligations other than specifically to correct the Work.

7.7.8 In the event it is necessary for Town to file suit to enforce any liability of Contractor, Town shall be entitled to recover from Contractor, a reasonable sum as and for costs and attorney’s fees, in addition to all other amounts found due and owing.
7.8 NO EXERCISE OF AUTHORITY BY ENGINEER

Neither Engineer's authority to act under this Part VII nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.
PART VIII

GENERAL CONDITIONS

LEGAL RELATIONS AND RESPONSIBILITY

8.1 LAWS TO BE OBSERVED

8.1.1 Contractor is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to (1) Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; (2) all laws, ordinances, and regulations in any manner affecting the conduct of the Work; and (3) all environmental laws and regulations and shall indemnify and save harmless Town and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by Contractor, Subcontractors and their employees and agents. Contractor's particular attention is drawn, but not limited to, the laws in paragraphs 8.2, 8.3, 8.4, 8.5 and 8.15.

8.1.2 If Contractor performs any Work knowing it to be contrary to such laws, ordinances and regulations, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.2 HOURS OF LABOR

All Contracts made by or on behalf of the State of Arizona, or any of its political subdivisions, with any person for the performance of any Work, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and Section 23-391, Arizona Revised Statutes, as amended.

8.3 ALIEN LABOR

A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal works or employment; provided that nothing herein shall be construed to prevent the working of prisoners by the state or by any county or
municipality thereof on street or road work or other public work.

8.4 **LABOR DISCRIMINATION**

8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment."

8.4.2 When federal funds are to pay a portion of the cost of this Project, then the Bidder shall also comply with applicable paragraphs in the Supplemental Conditions.

8.5 **PERMITS AND LICENSES**

Except as otherwise provided in the Contract Documents, it is the duty of Contractor to procure all permits and licenses. There will be no charge to Contractor for any necessary Town permits and inspections.

8.6 **PATENTED DEVICES, MATERIALS, AND PROCESSES**

Contractor shall indemnify and save harmless Town and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary Materials, devices, equipment or processes incorporated in or used in the performance of the Work under this Contract.

8.7 **SURVEY LAND MONUMENTS**

Survey land monuments and property marks shall not be moved or otherwise disturbed by Contractor until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

8.8 **PROTECTION OF PERSON AND PROPERTY**

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8.8.1 Contractor shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.

8.8.2 If an unsafe condition arises or exists during the progress of the Work, or if Town has reason to believe that an unsafe condition exists, Contractor shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition.

8.8.3 Neither Contractor nor any Subcontractor shall trespass upon private property. Contractor shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of Contractor or its subcontractors completing this Work. Contractor shall ensure that both it and Subcontractors comply with the laws and regulations of Chino Valley, Yavapai County and state relating to the safety of persons and property. Contractor will be held responsible and required to make good any injury or damage to persons or property caused by Contractor, Subcontractors, or any agent or employee of either during the progress of the Work and until its final acceptance.

8.8.4 Contractor shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this WORK except as stipulated elsewhere herein. Contractor shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.

8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS

The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupation Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the Project. Contractor shall keep a copy of these publications available at the jobsite for reference, as well as a copy of Contractor’s safety program.

8.10 PROTECTION OF ANTIQUITIES

8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.
8.10.2 It shall be a provision of every Contract that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, Contractor shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum and Engineer. When a possible endangered or threatened species is discovered, Contractor shall stop work and report promptly to Engineer.

8.10.3 Work shall not be resumed in the immediate area until Contractor is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. Contractor will be allowed an appropriate Contract time extension as provided in these General Conditions for construction time lost.

8.11 CONTINGENCIES

All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the Work, from the action of the elements or from any act or omission on the part of Contractor, Subcontractor or any person or agent employed by him shall be borne by Contractor.

8.12 NON-RESPONSIBILITY OF TOWN

Indebtedness incurred for any cause in connection with this Work must be paid by Contractor, and Town is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

8.13 PROPERTY RIGHTS IN MATERIAL

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the Material used after they have been attached or affixed to the Work or the soil and accepted. All such Materials shall become the property of Town upon being so attached or affixed.

8.14 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

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Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by Town. Estimate or partial payment of Work so completed shall not release Contractor from such responsibility, but he shall turn over the entire Work in full in accordance with the Specifications before final payment can be made.

8.15 ADMINISTRATIVE CLAIMS

Prior to the commencement of litigation related to payment, the Work or the Contract Documents, Contractor shall file an Administrative Claim with Town. Such Notice shall be filed within 180 DAYS of the accrual of the cause of action. Otherwise any claim by Contractor against Town, its officers or employees shall be barred.
PART IX

GENERAL CONDITIONS

COMPLETION OF WORK, LIQUIDATED DAMAGES
AND FINAL ACCEPTANCE

9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES

9.1.1 It is hereby understood and mutually agreed by and between Contractor and Town, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the WORK embraced in this Contract shall be complete on or before the dates set forth in Section 9.2 of this Contract. Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed, by and between Contractor and Town that the time for completion of the Work shall be in the time as identified in these Contract Documents.

9.1.2 For each working day that any part of the Work remains uncompleted after the expiration of the time specified and/or allowed for completion of the Work stipulated in the Contract or ordered after the Contract is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due Contractor, or if no money is due Contractor, Town shall have the right to recover said sum or sums from Contractor, from the Surety, or both.

9.1.3 It shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the facility and other additional Town incurred losses, or expenses, due to the failure of Contractor to complete the Work within the time specified.

9.1.4 The liquidated damages amounts set within Section 9.2 are fixed and agreed upon by and between Contractor and Town because of the impracticability and extreme difficulty of fixing and asserting the actual damages Town would in such event sustain, and said amounts are agreed to be the amount of damages which Town would sustain, and said amounts may be

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retained from time to time by Town from current periodical estimates.

9.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as set forth in Section 4.243 of these Contract Documents for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

9.1.6 Contractor shall not be assessed with liquidated damages during any delay in the completion of the Work where an extension of time has been granted by Town pursuant to Section 4.243.

9.2 COMPLETION/LIQUIDATED DAMAGES

9.2.1 Substantial Completion: The date of Substantial Completion of the Work, or designated portion thereof, is the date certified in writing by Engineer when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that Town may use or occupy the Project, or a designated portion thereof, for the purpose for which it was intended. Certification of a designated portion of the Work by Engineer as being Substantially Complete and occupancy of that portion thereafter by Town shall neither release nor otherwise operate to excuse Contractor from his duty to complete the remainder of the Work within the Contract Time including liability for liquidated damages.

Time is of the essence and Town will suffer financial damages due to Contractor’s failure to substantially complete the Work within Thirty (30) days following receipt of the Notice to Proceed. Liquidated damages of $430.00 per day will be assessed Contractor for working each day beyond that time that Contractor fails to achieve Substantial Completion.

9.2.2 Final Completion: The Final Completion Date is the date when all items of the WORK are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected. This is the date upon which the warranty period commences.

Time is of the essence and Town will suffer financial damages due to Contractor’s failure to
reach Final Completion of the Work within Fifteen (15) Days after the date of Substantial Completion. Liquidated damages of $430.00 per day will be assessed Contractor for each working day beyond that time that Contractor fails to achieve Final Completion.

9.3 FINAL CLEANING UP

At completion of the WORK and prior to final acceptance by Town, a thorough cleaning of the areas affected shall be carried out by Contractor. The following list is not inclusive, but to act as a guideline:

9.3.1 VERTICAL PROJECTS

9.3.1.1 Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.

9.3.1.2 Cleaning interior and exterior of the buildings, including all windows in any area affected by the Work.

9.3.1.3 Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the Work.

9.3.1.4 Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any Site areas damaged during the course of construction.

Prior to final acceptance, Contractor shall conduct an inspection of sight-exposed surfaces, and all Work areas, to verify that the entire Work is clean. In the event CONTRACTOR fails to do so, Town may cause this Work to be done at Contractor’s expense.

9.3.2 HORIZONTAL PROJECTS

9.3.2.1 Wash down, brush off, broom sweep, and clean all areas that were affected by the Work.

9.3.2.2 Clear landscaped areas, paved areas, and walks of all construction debris, dirt and dust and repair any and all damaged which occurred during the course of construction, and post construction activities.
9.4 RECORD DRAWINGS

CONTRACTOR shall provide accurate data and field notes on red-line construction record drawings as construction progresses, for preparation of the "As-Built" drawings by ENGINEER.

9.5 COMPLETION AND INSPECTION

9.5.1 Notice of punch list inspection: When Contractor believes that the Work is complete, it shall request in writing a punch list inspection. Within five (5) working days of the receipt of such request, Engineer shall make a punch list inspection or inform Contractor that the Work is not ready for punch list inspection. Upon completion of the deficient Work, Contractor shall again request a punch list inspection. Contractor shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders and all interpretations and instructions previously issued. If Contractor fails to attend any punch list inspection, Contractor shall be charged for the cost of Engineer and other design professionals who attended the punch list inspection.

9.5.2 Punch list. Engineer shall notify Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. Contractor shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the Contract Documents by use of the punch list, which is solely for the benefit of Contractor to enable him to determine what items must be corrected before final acceptance will be recommended by the Engineer. Town reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by Contractor of all items on the punch list.

9.6 FINAL ACCEPTANCE

9.6.1 After all Work under the Contract Documents has been completed, as determined by Engineer, including Work found to be incomplete pursuant to Section 9.5, Engineer will recommend in writing to Town that final acceptance of the entire Work under this Contract be made as of the date of Engineer's final inspection. Town will make final acceptance in writing promptly after receiving Engineer's recommendation unless Town has reason to believe the Work is not ready.
for final acceptance.

9.6.2 Unless otherwise specified in either Section 9.2 or under Supplemental Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance to the overall completed Project will be made. No inspection or acceptance pertaining to specific parts of the Work shall be construed as final acceptance of any part until the overall final acceptance is made by Town.
PART X

GENERAL CONDITIONS

PAYMENTS TO CONTRACTORS

10.1 GENERAL

10.1.1 The basis of payment for construction of a Project shall be in full for all Work actually performed in accordance with the Plans and Specifications, and shall include all labor and Materials incorporated in the completed Work.

10.1.2 Application for payment shall be made on Town approved payment application form and accompanied by a cover letter in a format approved by Town.

10.1.3 In the event of a dispute over any amounts owed, Town shall pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, Contractor shall proceed diligently with performance of the Contract and Town shall continue to make payments in accordance with the Contract Documents to the extent such payments are undisputed by Town.

10.2 PARTIAL PAYMENT

10.2.1 Once each month Town will make a partial payment to Contractor on the basis of a duly certified and approved estimate prepared by Contractor and accepted by Engineer for Work completed through the last day of the preceding calendar month. If requested by the Engineer, Contractor shall provide supporting data substantiating its corrections. The estimate will cover the Work performed by Contractor during the preceding calendar month plus the invoice cost of Material suitably stored at the site of the Project if Contractor desires payment for Material stored. Until final completion and final acceptance, retainage from progress payments to Contractor shall be ten percent (10%) of each payment. After the Contract is fifty percent (50%) complete, however, one-half of the amount retained shall be paid to Contractor and the remaining retention shall be five percent (5%) of each payment provided Contractor is making satisfactory progress on the Project as determined by Town; otherwise, retention shall remain at
ten percent (10%). The partial payment shall be paid on or before ten (10) working days after the certified and approved estimate of the Work is received by Town.

10.2.2 Cost of Material properly stored will be based on vendors' invoices that shall be listed by Contractor. A copy of each such invoice shall accompany the first estimate in which payment is requested for Material covered by the invoice. This list shall be revised and brought up-to-date by Contractor for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the Work, and the remaining invoice amount that is stored for which payment is required that month. Only those Materials that will become an integral part of the final completed Project may be included for partial payment as Material stored. Partial payments for jobsite delivered material or equipment will in no way reduce Contractor's responsibility for such Material or equipment until it has been installed.

10.2.3 VERTICAL PROJECTS Schedule of Values: Not later than five (5) working days before the first Application for Payment, Contractor shall submit to Engineer a schedule of values reflecting, as nearly as reasonably possible, the actual values of the various components of the Work. Contractor shall provide separate line items for Contractor's overhead and profit, supervision, insurance, bonds, allowances, and taxes. Contractor shall prepare the Schedule of Values on a form essentially equal to AIA Document G702/G703, or other as approved by the PM/CM. If requested by Engineer, Contractor shall provide supporting data substantiating its correctness.

10.2.4 No partial payment shall be made until updated red-line construction record drawings are reviewed and approved by Engineer, through the date for which partial payment is requested, reviewed, and determined to reflect actual Work in place.

10.3 PAYMENT OF ITEMS IN BID

10.3.1 Only those items listed in the Bid are pay items.

10.3.2 Compensation for all Work necessary for the completion of the Project shall be included by the Bidder in the price bid for the items shown in the Bid.
10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

Payment for changes in the Work and for claims for extra Work will be made as stated in Part VI of these General Conditions.

10.5 ASSIGNMENT OF PAYMENTS

10.5.1 Claims for monies due or to become due Contractor may be assigned to a bank, trust company, or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by Contractor of any Contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by Contractor will be recognized by Town unless such assignment has had prior consent of Town and the surety has been given notice of such assignment in writing and has consented thereto in writing.

10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT

10.6.1 When Contractor determines that the Contract is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents, Contractor shall submit a request for final payment. No final payment shall be made until all Work has been finally accepted.

10.6.2 Simultaneously with Contractor's request for final payment, Contractor shall submit the following items to Engineer:

10.6.2.1 Red-line construction record drawings
10.6.2.2 Warranties

10.6.2.3 Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the Supplemental Conditions to be furnished with such manuals. The documentation shall include charts, diagrams, performance
curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into “systems” on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the “systems” shall be clearly a concisely detailed.

10.6.3 Other items required by the Supplemental Conditions.

10.6.4 Upon receipt of the submittals required in Section 10.6.2, Engineer shall prepare a written estimate of the sum due to Contractor. This estimate shall take into account the Contract Sum, as adjusted by any Change Orders, amounts already paid, and sums to be retained for incomplete Work, liquidated damages, and for any other cause under the Contract Documents. Engineer shall prepare a statement of final inspection, stating that the work has been given a final inspection, that Contractor has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations. Engineer’s statement shall be transmitted to Town along with Contractor’s request for final payment. Engineer shall provide a copy of the statement of final inspection and Engineer’s estimate of the sum due to Contractor.

10.6.5 If Contractor contests the estimate of sums due prepared by Engineer, within five (5) working days following delivery to Town of Engineer’s estimate of the sum due, Contractor shall file its protest in writing with the Chino Valley Town Clerk, setting forth in detail all grounds alleged by him to justify an adjustment to Engineer’s final estimate. Failure to file a protest within the five (5) working days specified above shall constitute a waiver and acceptance by Contractor of Engineer’s estimate.

10.6.6 Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by Town shall operate as a waiver of any of the provisions of the Contract Documents, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by Town shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the Contract Documents.

10.7 USE OF TOWN’S ALLOWANCE

10.7.1 The bid schedule includes a Town allowance which is not a part of the total bid price.
This allowance is to be used at the sole discretion of Town for the completion of unspecified work not covered by other bid items. Authorization for work under the allowance shall be made by the Engineer prior to the start of such work. The Allowance Authorization Form attached to these General Conditions shall be executed by the Contractor and Engineer prior to start of such work.

10.7.2 When applicable unit costs from the bid schedule can be used, the Contractor shall be bound by these costs for the additional work compensated through the allowance; otherwise the cost of allowance work shall be estimated in the same manner as a change order in accordance with Section 6.2 of the General Conditions.

10.7.3 After the additional work is approved, the Contractor may invoice the cost of such work in accordance with the payment process in the General Conditions.

10.7.4 Any unused part of the Town allowance shall be retained by Town at the end of the project via a deductive change order.
BID FORM

FOR: TOWN OF CHINO VALLEY

202 N State Route 89

Chino Valley, AZ 86323

Bid of ____________________________________________
Asphalt Paving & Supply, Inc.

Contractor’s License No. _______ 192405 A ____________

A corporation organized and existing under the laws of the State of Arizona; or a partnership consisting of ________________________________, partners; or an individual conducting business as hereinafter called the BIDDER.

TO: THE HONORABLE MAYOR AND COUNCIL

Town of Chino Valley

202 N State Route 89

Chino Valley, AZ 86323

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS

PROJECT MANUAL AND DETAILS

DRAWINGS

ADDENDA 
No. 1 dated 5/8/19; No. ____ dated ______

No. ____ dated ______; No. ____ dated ______

No. ____ dated ______; No. ____ dated ______

BF-1
The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by the Town of Chino Valley for the consideration hereinafter set forth.

2. To hold his Bid open for not less than one hundred ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to bidders regarding disposition of Bid Security.

3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to Town’s representative within ten (10) Days following the issuance of the Notice of Award.

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Town to substitute another subcontractor or supplier.

5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.

6. The undersigned agrees that time is of the essence and Town will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each working day beyond the Contract Time for which Contractor shall fail to complete the Work:

Substantial completion - $430.00 per working day

Final completion - $430.00 per working day

7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Chino Valley, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

---

Form No. 2.3

Construction General Conditions without CM for DBB Projects

Revised April 17, 2017
TOWN OF CHINO VALLEY

ADDENDUM NO. 1

CHINO VALLEY STREET IMPROVEMENTS
(CDBG Contract No. 113-19)

Bid Open Date: May 15, 2019
Time: 2:00 P.M., MST
Place: Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Make all revisions to the request for qualifications document stated herein. Insofar as the original request for qualifications are at variance with this Addendum, the Addendum shall govern.

This Addendum consists of 4 page(s).

RFI RESPONSES:

1. Question: Will the usage of Reclaimed Asphalt Pavement (RAP) be allowed?

   Answer: The Engineer will allow the usage of RAP per current MAG Specifications, section 710.2.3.

2. Question: How many residences will need to be notified of construction operations? What are the addresses to be notified?

   Answer: See Special Provisions, page SP-1, Traffic Control. The majority of lots within this subdivision have homes on them or are currently being constructed. Addresses of the properties immediately adjacent to the project are included in the Improvement plans.

3. Question: Who will perform shoulder-backing?

   Answer: The Contractor is to perform shoulder-backing. All labor & equipment shall be included in the price of asphalt. If additional material is needed it will be paid through the contract allowance.

4. Question: What is the number of driveway tie-ins?

   Answer: Six (6)
5. **Question:** Who will relocate signage?

   **Answer:** Town staff will perform any necessary locations at the Contractors request.

**SPECIFICATION CHANGES:**

1. Bid Schedule, **REMOVE** pages BF-3 through BF-4 and **REPLACE** with attached pages R-BF-3 through R-BF-4.

2. Special Provisions, page SP-2, QC/QA, **REMOVE** section.

3. Special Provisions, page SP-2, Asphalt Concrete, **CHANGE** Mix Design from "Gyratory Mix Design" to "Marshall Mix Design".

---

**BY** [Signature]

**Date:** 5/18/19

Frank Marbury, PE
Public Works Director
**NAME OF BIDDER:** Asphalt Paving & Supply, Inc.

**TOWN OF CHINO VALLEY**  
**CHINO VALLEY STREET IMPROVEMENTS**  
**BID SCHEDULE**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Contractor Funding Source Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization / Demobilization</td>
<td>1</td>
<td>LS</td>
<td>4,227.99</td>
<td>4,227.99</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Construction Staking</td>
<td>1</td>
<td>LS</td>
<td>1,150.00</td>
<td>1,150.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2-inch Asphalt Concrete, ¼&quot; Marshall Mix Design, PG 64-22</td>
<td>3,553</td>
<td>TON</td>
<td>99.00</td>
<td>351,447.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Adjust Manhole Frame &amp; Cover</td>
<td>35</td>
<td>EA</td>
<td>35,000.00</td>
<td>35,000.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Adjust Cleanout Frame &amp; Cover</td>
<td>5</td>
<td>EA</td>
<td>4,375.00</td>
<td>4,375.00</td>
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<tr>
<td>7</td>
<td>Contract Allowance</td>
<td>1</td>
<td>LS</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Bid Price (Items 1-7 Inclusive)</td>
<td>$479,499.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>(In Numbers)</td>
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<td></td>
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<tr>
<td></td>
<td>Five Hundred Seventy-Nine Thousand Four Hundred Ninety-Nine Dollars</td>
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<td></td>
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</tr>
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<td></td>
<td>Ninety-Nine Cents</td>
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<td></td>
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<td></td>
<td>(In Words)</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered “Non-Responsive”.

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Town.
The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this 15th day of May, 2019.

Asphalt Paving & Supply, Inc.
Name of Bidder (Company)

2425 N. Glassford Hill Rd.
Address of Bidder

Prescott Valley, AZ
City, State, Zip Code

928-772-7313
Fax Number

Mike McCormick/President
Authorized Officer/Title

Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative to this bid and the administration of this bid for and on behalf of the Company named above.

[Signature]
Corporate Secretary (signature)
Greg McCormick, Secretary/Treasurer

[Signature]
Partner Signature

BF-5

Form No. 2.3
Construction General Conditions without CM for DBB Projects
Revised April 17, 2017
LIST OF SUBCONTRACTORS AND SUPPLIERS
To be submitted only if requested by Town after bid opening

Provide the information requested below for those subcontractors and suppliers to whom Bidder intends to award a Subcontract greater than or equal to one percent (1%) of the Bid amount. If Bidder intends to self-perform a classification of Work for which a specialty contractor’s license is required, Bidder shall nominate itself in the spaces provided for that purpose, and Bidder shall furnish Bidder’s contractor’s license number(s) for that classification. For each subcontractor, manufacturer, supplier, person, firm and corporation, Bidder shall enter, if available, the telephone number and required licensing information. Failure to provide this information if requested by Town will be just cause for Town to declare the Bidder’s Bid non-responsive.

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED</th>
<th>NOMINEE</th>
<th>CLASSIFICATION &amp; LICENSE NUMBER</th>
<th>PERCENT OF BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
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</tr>
</tbody>
</table>

Form No. 2.3
Construction General Conditions without CM for DBB Projects
Revised April 17, 2017
EQUIPMENT/MATERIAL SUPPLIER – (list supplier and material or equipment to be provided)

1.

2.

3.

4.

5.

Submitted by: __________________________________________

(Bidder)

Signed By: __________________________________________

Name and Title: __________________________________________
COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)
**DISCLAIMER**
The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the data and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public record related to any license, including disciplinary complaints and involuntary actions and orders, by contacting the ROC directly. If this information is required for legal purpose, you may request an official or certified copy for a fee as specified in A.R.S. §38-203.14A.

Please read our Standard Terms of Use and Privacy Policy before using this service.

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personal" search by entering the name of the company or individual listed on the license.

### DETAILS FOR ASPHALT PAVING & SUPPLY INC
**LICENSE NUMBER ROC 192405**
**TUESDAY, MAY 14, 2019 07:55 AM**

**CONTRACTOR**

<table>
<thead>
<tr>
<th>NAME / ADDRESS / PHONE</th>
<th>CLASS &amp; DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Paving &amp; Supply Inc</td>
<td>General Commercial A General Engineering</td>
</tr>
<tr>
<td>2415 W Gladiolus Rd</td>
<td>Corporation</td>
</tr>
<tr>
<td>Prescott Valley, AZ 86314-3561</td>
<td>ISSUED / RENEWAL:</td>
</tr>
<tr>
<td>Phone: (928) 775-0663</td>
<td>First Issued: 2004-03-18</td>
</tr>
<tr>
<td>STATUS / ACTION:</td>
<td>Renewed Through: 2020-02-28</td>
</tr>
<tr>
<td>Active</td>
<td></td>
</tr>
</tbody>
</table>

**QUALIFYING PARTY & PERSONNEL**
The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Qualifying Party</th>
<th>Other Positions:</th>
<th>Employer(s):</th>
<th>Other Licenses:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Thoma McCormick</td>
<td>Officer</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>EMPLOYEES</td>
<td>Other Licenses:</td>
</tr>
<tr>
<td>032806</td>
<td>Contractor-search?id=90000000ACBEyAP (Asphalt Paving &amp; Supply Inc)</td>
<td>032806</td>
<td>Contractor-search?id=90000000ACBEyAP (Asphalt Paving &amp; Supply Inc)</td>
<td>072471</td>
<td>Contractor-search?id=90000000ACBEyAP (Northern Improvement Company)</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>Employer(s):</td>
<td>Other Licenses:</td>
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</tr>
<tr>
<td>Mike Patrick McCormick</td>
<td>Officer</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>EMPLOYEES</td>
<td>Other Licenses:</td>
</tr>
<tr>
<td>012016</td>
<td>Contractor-search?id=90000000ACBEyAP (Asphalt Paving &amp; Supply Inc)</td>
<td>012016</td>
<td>Contractor-search?id=90000000ACBEyAP (Asphalt Paving &amp; Supply Inc)</td>
<td>072471</td>
<td>Contractor-search?id=90000000ACBEyAP (Northern Improvement Company)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Qualifying Party</th>
<th>Other Positions:</th>
<th>Employer(s):</th>
<th>Other Licenses:</th>
</tr>
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<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>Employer(s):</td>
<td>Other Licenses:</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>Employer(s):</td>
<td>Other Licenses:</td>
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<td>Name</td>
<td>Position</td>
<td>Qualifying Party</td>
<td>Other Positions:</td>
<td>Employer(s):</td>
<td>Other Licenses:</td>
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</tbody>
</table>

**COMPLAINT INFORMATION**
Complaints against this contractor are listed below. Complaints that were closed, dismissed or settled without a corrective work order or dinero are not included. Contact the Registrar of Contractors at 800-542-1523 or toll-free statewide at 1-877-MY ROC (1-877-697-6722) to identify the ROC office location you need to visit to view complete complaint documentation.

<table>
<thead>
<tr>
<th>Open Cases:</th>
<th>Disciplined Cases:</th>
<th>Resolved / Settled Cases:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**BOND INFORMATION**
How is called from a license bond [https://ocr.az.gov/how-to-pay/how-to-pay-question-portal] the called is a public bond [https://ocr.az.gov/how-to-pay/how-to-pay-question-portal]

<table>
<thead>
<tr>
<th>Bond Type:</th>
<th>SURETY</th>
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<tbody>
<tr>
<td>Bond Number:</td>
<td>939 316 436</td>
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<tr>
<td>Effective Date:</td>
<td>2004-02-18</td>
</tr>
<tr>
<td>Bond Company:</td>
<td>WESTERN SURETY COMPANY</td>
</tr>
<tr>
<td>Amount:</td>
<td>$5,000</td>
</tr>
<tr>
<td>Paid:</td>
<td>$0</td>
</tr>
<tr>
<td>Available:</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Status:</td>
<td>ACTIVE</td>
</tr>
</tbody>
</table>
BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, Asphalt Paving & Supply, Inc., (hereinafter "Principal"), and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Chino Valley, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Chino Valley, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for

Chino Valley Street Improvements CDBG No. 113-19

NOW, THEREFORE, if Town of Chino Valley shall accept the Proposal of the Principal and the Principal shall enter into a Contract with Town of Chino Valley, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material 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 Town of Chino Valley the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which Town of Chino Valley may in good faith enter into a 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.
This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this 15th day of May, 2019.

Asphalt Paving & Supply, Inc.
By: [Signature]

Principal

[Signature]

Title

Witness:

[Signature]

Western Surety Company
By: [Signature]

Surety Tony D. Becker

Attorney-in-Fact

[Signature]

Title

Witness:

[Signature]

Address of Surety:

151 N. Franklin St.

Chicago, IL 60606

* Attach Power of Attorney
CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 15th day of May, 2019 before me personally appeared Mike McCormick, known to me, who being by me duly sworn, that he/she is the President of the Asphalt Paving and Supply, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public
(Notary Seal)

SHERRY LEE ALEXANDER
Notary Public, State of Arizona
Yavapai County
Commission # 852980
My Commission Expires
September 16, 2022

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 15th day of May, 2019 before me appeared Tony D. Becker to be known, who being by me duly sworn, did say that he is the aforesaid Attorney-in-Fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
(Notary Seal)

CAROL A. WEBER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Michael B Baumann, Jeri M Frederick, Carol A Weber, Christina Gresser, Stacey Gohl, Jennifer L Lorang, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereof affixed on this 4th day of October, 2018.

WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota
County of Minnehaha

On this 4th day of October, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of May, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS
NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA )

) ss.

Town of Chino Valley )

________________________
Mike McCormick

(Name of Individual)

BEING DULY SWORN, DEPOSES AND SAYS:

That he is __President________ of __Asphalt Paving & Supply, Inc.__

(Title) (Name of Business)

That pursuant to Section 34-253 of the Arizona Revised Statutes, he certifies as follows:

That neither he nor anyone associated with the said __Asphalt Paving & Supply, Inc.__

(Name of Business)

has directly, or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Project.
AND FURTHER that Contractor has not expended nor will expend any money to influence any member of the Town Council of the Town of Chino Valley, a Chino Valley department or a Chino Valley employee in connection with the award of this Contract.

(Signature)

President

(Title)

Asphalt Paving & Supply, Inc.

(Name of Business)

SUBSCRIBED AND SWORN TO BEFORE ME this 15th day of May, 2019.

Notary Public

My commission expires:

9/16
6/15/2019 2022
BIDDERS' QUESTIONNAIRE
[To Be Submitted With Bid]

BIDDER'S RESPONSIBILITY
SUPPLEMENTAL EVALUATION CRITERIA

Organizational Information

BIDDER: Asphalt Paving & Supply, Inc.  
(Bidder's name)

Submitted by: Mike McCormick
Name of Organization: Asphalt Paving & Supply, Inc.
Name of Individual: Mike McCormick
Title: President
Address: 2425 N. Glassford Hill Rd.
         Prescott Valley, AZ 86314

Telephone: (928) 772-6363

Bidder's General Business Information

Check If: [ ] Corporation [ ] Partnership [ ] Joint Venture [ ] Sole Proprietorship

If Corporation:

a. Date and State of Incorporation:
   2004
   Arizona
b. List of Executive Officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Mike McCormick</td>
<td>President</td>
</tr>
<tr>
<td>Pete Thompson</td>
<td>Vice President</td>
</tr>
<tr>
<td>Chris Graff</td>
<td>Vice President</td>
</tr>
<tr>
<td>Greg McCormick</td>
<td>Secretary/Treasurer</td>
</tr>
</tbody>
</table>

If Partnership:

a. Date and State of Organization:

b. List of Current General Partners:

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<th>Name</th>
<th>Title</th>
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Type of Partnership:

[ ] General   [ ] Publicly Traded   [ ] Limited
[ ] Other (describe): __________________________

If Joint Venture:

a. Date and State of Organization:

b. Name and Address of Owner or Owners:
Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563?  [ ] Yes  [x] No

If yes, show names and addresses of affiliated companies:

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: Wells Fargo
Address: 406 Main Ave
          Fargo, ND 58126
Account Manager: Melissa Prosby
Telephone Number: (701) 293-4324
Similar Projects
(Use Separate Sheets as needed)

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: Asphalt Paving & Supply, Inc.
(Bidder’s name)

a. Name of Similar Project #1: YC Overlay

b. Contracting Party (Owner):
   Name: Yavapai County
   Address: 1100 Commerce Dr. Prescott, AZ 86305
   Telephone Number: (928) 771-3183

c. If Joint Venture, names of each participant:

   

   

d. Contract Price: $771,471.71

e. Description of Similar Project #1: Asphaltic concrete overlay, pavement markings

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by CONTRACTOR.)
f. Construction Manager(s) during the Similar Project #1:
   Name: Bob Hoyt
   Address: 2425 N. Glassford Hill Rd. Prescott Valley, AZ 86314
   Telephone Number: (928) 772-6363
g. Start date (notice to proceed issued): May 14, 2018

h. Completion date provided for in the Contract: June 21, 2018

i. Substantial completion date (approved by Owner): June 21, 2018

j. Reasons why work was completed early, or why delays occurred:

______________________________
______________________________
______________________________

k. Final price paid by Owner for the Similar Project #1: $700,143.50

l. If final price was 10% less or more than the original Contract Price, describe why:

______________________________
______________________________
______________________________

m. Describe any large cost over-runs (claims in excess of $ _________ ) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

______________________________
______________________________
______________________________

n. Did Owner file a lawsuit against Bidder concerning performance?
   Yes _____ No ___ X If so, what was the result? ________________________________

______________________________
______________________________

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

______________________________
______________________________

Form No. 2.3
Construction General Conditions - DBB Projects
Revised November 3, 2013
SDG:master 2548013.1 4/17/2017
BQ 8
Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project?  Yes   No  X  Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Town may, in its discretion, request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.
Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER: Asphalt Paving & Supply, Inc.

(Bidder’s name)

a. Name of Similar Project #2: Bullock Rd Reclamation

b. Contracting Party (Owner):
   Name: Yavapai County
   Address: 1100 Commerce Dr. Prescott, AZ 86305
   Telephone Number: (928) 771-3183

c. If Joint Venture, names of each participant:

   
   
   
   
   

d. Contract Price: 1,066,666.66

e. Description of Similar Project #2: Roadway pulverization, cement treating,
   roadway excavation, aggregate base course, asphaltic concrete
   (Briefly describe here, and attach a copy of the description in the Contract. Technical
   specifications may be requested by CONTRACTOR.)

f. Construction Manager(s) during the Similar Project #2:
   Name: Bob Hoyt
   Address: 2425 N. Glassford Hill Rd. Prescott Valley, AZ 86314
   Telephone Number: (928) 772-6363

g. Start date (notice to proceed issued): August 13, 2018

h. Completion date provided for in the Contract: Sept. 5, 2018

i. Substantial completion date (approved by Owner): Sept. 5, 2018
j. Reasons why work was completed early, or why delays occurred:

__________________________________________________________________________

__________________________________________________________________________

k. Final price paid by Owner for the Similar Project #2: $1,016,788.92

l. If final price was 10% less or more than the original Contract Price, describe why:

__________________________________________________________________________

m. Describe any large cost over-runs (claims in excess of $__________) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

__________________________________________________________________________

n. Did Owner file a lawsuit against Bidder concerning performance?
   Yes ____ No X __ If so, what was the result? _________________________________

__________________________________________________________________________

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

__________________________________________________________________________

p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes____ No X __ Describe:

__________________________________________________________________________

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Town may, in its discretion, request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.

Form No. 2.3

Construction General Conditions - DBB Projects
Revised November 3, 2013
SDG:master 2548013.1 4/17/2017
Personnel/Subcontractor Qualifications

BIDDER: Asphalt Paving & Supply, Inc.

(Bidder’s name)

a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:
   Pete Thompson - Vice President, Chris Graff - Vice President
   Bob Hoyt - Project Manager, Bonnie Perotti - Project Manager

b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:
   Yes - Paving, concrete, underground, chip seal, grading/drainage, misc. concrete

c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?
   We do not anticipate any additional workforce.

d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)
   ADOT SR89/Deep Well Ranch Rd - July 2019
   Carleton/Cortez Reconstruction - May 2019
   YC Summer Chip Seal - May 2019

e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes X No. (CONTRACTOR may request additional information concerning subcontractors’ past performance, personnel, equipment, licenses, and other pending projects)

f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors? Subcontractors are available.
g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes __ X ____ No __ . Please describe. (CONTRACTOR does not consider mere labor shortage to qualify as force majeure.)

Asphalt Paving & Supply, Inc. is not part of any union and is not subject to strikes or lock-outs.

h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes ______ No __ X __. If yes, described circumstances:

________________________________________________________

________________________________________________________

Equipment

BIDDER: Asphalt Paving & Supply, Inc.

(Bidder's name)

a. Does Bidder own equipment necessary to complete the work if awarded the Contract? Explain: __ Yes, all necessary equipment is available. __

________________________________________________________

b. Will any equipment need to be rented or leased by Bidder? Explain: __ No, __ rental equipment will not be needed.
TOWN OF CHINO VALLEY, ARIZONA
AUTHORIZED SIGNATURE FORM

WHEREAS, the Town of Chino Valley requires that Contractor execute documents necessary for the prompt and efficient execution of the documents related to the Contract;

NOW, THEREFORE, on behalf of the Contractor I hereby declare that

Mike McCormick

(name(s) of persons authorized)

is/are authorized to execute and sign on behalf of the Contractor the following documents:

1. The Contract
2. The Bond
3. Payrolls
4. Claims
5. Change Orders
6. All other papers necessary for the conduct of the corporation’s affairs and the execution of the Contract

for the duration of the Contract or until written notice of revocation has been given, whichever occurs first.

In the event Contractor is governed by a board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name Mike McCormick

President

Title

(Seal of Corporation)

STATE OF Arizona )
County of Yavapai )

ss.

AS-1
This Authorized Signature Form was acknowledged before me this
15th day of May, 2019 by Mike McCormick, who appeared before the undersigned Notary Public, and stated that he/she executed such instrument on behalf of Asphalt Paving & Supply, Inc. for the purpose therein expressed.

Notary Public

My Commission Expires:
9/11/2022

[IF APPLICABLE: ATTACH RESOLUTION]
March 29, 2019

To Whom It May Concern:

At the annual meeting of the Board of Directors held on March 25, 2019 the following individuals were authorized to sign contracts, bids, bid bonds and related documents on behalf of Asphalt Paving & Supply, Inc.

Greg McCormick
Mike McCormick
Pete Thompson
Chris Graff
Chris Fogerty

GREG MCCORMICK, SECRETARY/TREASURER

ROC #192405, Class A, #268137 Class B-4, #192404, Class C-2
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, ______________________________________ (hereinafter "Principal"), and ____________________________________________, a corporation organized and existing under the laws of the State of ______________, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Town of Chino Valley, County of Yavapai, State of Arizona in the amount of _______________ Dollars ($_____________), for the payment of which, the 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 Town of Chino Valley, entitled ____________________________________________.

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 the 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 hereinafter 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.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of ________________, 20__. 


PRINCIPAL

By________________________


SURETY

By________________________

Address of Surety:


AGENT OF RECORD


AGENT ADDRESS

* attach Power of Attorney
LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, ___________________________________________ (hereinafter "Principal"), as Principal and ________________________________, a corporation organized and existing under the laws of the State of ____________, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto Town of Chino Valley, County of Yavapai, State of Arizona in the amount of ____________________________ Dollars ($_________________), for the payment of which the 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 Town of Chino Valley, entitled ________________________________.

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 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.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this _____ day of ________________, 20__.

__________________________________________
PRINCIPAL                        SEAL

By ________________________________

__________________________________________
SURETY                        SEAL

By ________________________________

Address of Surety:

__________________________________________

__________________________________________
AGENT OF RECORD

__________________________________________
AGENT ADDRESS
* Attach Power of Attorney
NOTICE TO PROCEED

DATE: ____________

TO: ______________

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT
Project Name: Chino Valley Street Improvements

Contract Amount: $  Liquidated Damages: $ _____/day
Effective Date:  Substantial Completion Date:
P.O. Number:  Final Completion Date:
Council Approval:  Item Number:

This letter serves as ______________________ Notice to Proceed with performance of the
above-referenced project contract.

A fully executed and approved copy of the contract and the project’s purchase order are enclosed
for your files. Also attached is a Notice-to-Proceed CD containing forms required for project
completion and a Purchase order. Please indicate the above-referenced contract number and
project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:
1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule
   and a summary of the project status.
2. A completed “Application and Certification for Payment”, on approved Town format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and
   Purchase Order Number referenced above.

If you have any questions please contact Public Works at (928) 636-2646.

Sincerely,

Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by ________________,
this ___ day of __________, 20__.

By __________________________
Title __________________________
CHANGE ORDER NO. __________

(Contractor)

PROJECT:
DATE:
OWNER: Town of Chino Valley
PROJECT NO:
CONTRACT NO:
CONTRACTOR:
CONTRACT DATED: (Name)

PM/CM

CHANGES: The Contract is changed as follows: (Insert brief description)

COST/TIME: Original Contract Sum: $____________
Previously Authorized Change Orders: $__________
Contract sum prior to this Change Order: $__________
Change Order #  Amount: $__________

New Contract Sum: $__________

Contract Time will be increased by:
Substantial Completion as of this Change Order:

Approved/Accepted by:

Contractor:
(Name) (Date)
Chino Valley:
(Name) (Date)

Not valid until signed by Town. Signature of Contractor indicates acceptance, including Contract Sum and Contract Time.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.
TOWN OF CHINO VALLEY, ARIZONA
CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

PROJECT ____________________________________________

____________________________________________________

To Town of Chino Valley, Arizona
Building Department:

The undersigned hereby certifies that (1) all lawful claims for materials, rental of
equipment and labor used in connection with the construction of the above Project, whether by
Subcontractor or claimant in person, have been duly discharged; and (2) to the best of
undersigned's knowledge, there are not any disputed or unresolved claims of any type for
materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of $____________, as set out in the final
pay estimate, as full and complete payment under the terms of the Contract, hereby waives and
relinquishes any and all further claims or right of lien under, in connection with, or as a result of
the above-described Project. The undersigned further agrees to indemnify and save harmless
Town of Chino Valley against any and all liens, claims of liens, suits, actions, damages, charges
and expenses whatsoever, which Town may suffer arising out of the failure of the undersigned to
pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at ___________________________ this _____ day of
__________________________, 20__.

___________________________________________________
Contractor
By ____________________________________________

STATE OF ARIZONA )
) ss.
County of Yavapai )

The foregoing instrument was subscribed and sworn to before me this ____ day of
__________________________, 20__.

___________________________________________________
Notary Public

My Commission Expires:

___________________________________________________

CA-1
SUPPLEMENTAL CONDITIONS

PURPOSE: These Supplemental Conditions represent modifications or additions to the General Conditions.

1. Shop Drawings

Shop drawings and manufacturer’s specification sheets shall be required as Directed by the Engineer. The Contractor shall submit five (5) copies of all data in an orderly manner with references to the appropriate specification/special provisions section and/or construction plan sheet. Include manufacturer’s specifications, literature, performance data, and dimensions, making all markings with ink in color other than red. The Contractor shall verify that equipment submitted will fit equipment spaces before submitting. The Contractor shall procure shop drawings as needed from other trades involved and comply as required for complete installation.

2. FURNISHING RIGHT-OF-WAY

It is intended that all work and permanent improvements, as shown, lie within dedicated right-of-way. It shall be the responsibility of the Contractor to locate all relevant right of way in the field.

3. STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Description

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to the Arizona Department of Environmental Quality (ADEQ) for the Construction General Permit for Arizona.

Construction Requirements

The Contractor shall comply with the Arizona Pollutant Discharge Elimination System (AZPDES) Stormwater requirements for construction sites under the Arizona Department of Environmental Quality (ADEQ) Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the AZPDES Construction General Permit for Arizona as well as other Federal, State and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to the ADEQ, all documents required by this regulation including the following:

(1) Stormwater Pollution Prevention Plan shall be sealed by a professional engineer licensed in the State of Arizona.

(2) Stormwater Pollution Prevention Plan (SWPPP) for the project including certification form. The Contractor will be required to update and revise the SWPPP as necessary throughout the construction of the project in order to assure compliance with ADEQ permit requirements. The completed SWPPP shall be kept on the project site at all times during
construction of the project.

(3) Notice of Intent (NOI) to be covered by AZPDES Construction General Permit for Arizona including certification of signature.

(4) Notice of Termination (NOT) of coverage under AZPDES Construction General Permit for Arizona (upon project completion).

Copies of necessary forms and guidance for preparing the SWPPP are available at ADEQ's website [www.adeq.state.az.us/environ/water/permits/azpdes.html](http://www.adeq.state.az.us/environ/water/permits/azpdes.html)

**Submittals**

The Contractor shall provide the following submittals:

(1) Preliminary Copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction meeting. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, prior to implementation.

(2) The Contractor shall submit completed, signed NOI forms at least 48 hours prior to the initial start of construction on the project to ADEQ. One copy of the completed, signed NOI form shall be submitted to Arizona Department of Environmental Quality at the following address:

Stormwater Program - Water Permits Section/NOI, ADEQ (5415B-3)
1110 West Washington Street
Phoenix, AZ 85007

(3) Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. The Contractor shall submit a completed copy of the NOI prior to Notice to Proceed. A copy of the completed NOI shall be posted on the construction site and a copy of the SWPPP shall be kept on the construction site.

**Contractor Responsibilities**

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project on a monthly basis and following each rainfall of 0.50 inches or more at the project site and as required under the AZPDES Construction General Permit for Arizona. The Contractor shall prepare reports on these inspections and retain these reports for a period of three years following project completion as required under the AZPDES Construction General Permit for Arizona. Inspection reports shall be submitted monthly to the contracting agency along with payment requests. The Contractor shall maintain all stormwater pollution control devices on the project in proper working order, including cleaning and/or repair during the duration of the project.

(2) No condition of either the AZPDES Construction General Permit for Arizona or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes and regulations.

Upon total project completion, acceptance, and demobilization, the Contractor shall submit its
completed, signed NOT form to the ADEQ with Copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement

No measurement will be made for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. All Contractor costs to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with cleanup and repair following storm events or other runoff or releases on the project shall not be measured separately.

Payment

No separate payment shall be shall be made for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Any costs to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with cleanup and repair following storm events or other runoff or releases on the project will be considered part of the work.

No separate payment will be made

4. CONTRACT ALLOWANCE

Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for this project.

This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Compensation for unforeseen extra work, if any, shall be in accordance with the Contract Amendment section of the General Conditions.

It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of his bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

5. CONSTRUCTION STAKING/ LINES AND GRADES

No profiles were created for this project. The Contractor is responsible for finish grading and setting the profile so as comply with all smoothness specifications. If, due to an unforeseen condition, survey is required, it will be provided at the Town’s expense. Any request for surveying shall be made prior to construction. If time is needed for any surveying, the Engineer may stop time at no addition cost to the project. All survey control and monumentation protection requirements as described in the general conditions still apply.
6. TRAFFIC CONTROL

The Contractor shall be responsible for traffic control. A traffic control plan including a Method of Handling Traffic, all sample notifications, and schedules shall be submitted at least 3 working days prior to the preconstruction conference. Measurement and Payment shall be made in accordance with the specifications.

7. SCHEDULE AND COORDINATION OF WORK

The Initial Contract Schedule shall be submitted at least 3 working days prior to the preconstruction meeting. Time may be stopped at the Town Engineer’s discretion in order to coordinate work. If Time is stopped, no compensation no compensation for stand-by time will be made.

8. ADOH SIGNAGE

The Contractor shall supply and erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, including a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. Sign location will be determined in the field at the commencement of construction. Cost for the supply and installation of the project sign is to be considered included in the Mobilization/Demobilization lump sum bid price and no additional compensation will be granted.
SPECIAL PROVISIONS

PURPOSE: All work shall be performed in accordance with MAG specifications sections 200 through 700. These Special Provisions represent modifications or additions to the MAG specifications.

PAYMENT OF ITEMS IN BID: As stated in Section 10.3 of the GENERAL CONDITIONS, only those items listed in the bid are pay items. For any items listed in the MAG specifications that are not listed in the Bid form, no separate payment shall be made. The cost for completing unlisted items shall be included by the Bidder in the price bid for items shown in the Bid.

MOBILIZATION

All work, measurement, and payment for Mobilization shall be made in accordance with section 109.10 of the MAG specifications.

TRAFFIC CONTROL

All work, measurement, and payment for Traffic Control shall be made in accordance with section 401 of the MAG specifications, except as modified herein.

401.5 GENERAL TRAFFIC REGULATIONS modify as follows:

When local traffic cannot be maintained, the Contractor must notify the affected property owner at least 48 hours in advance and restore the access as soon as possible.

The Town does not operate a Sanitation Department. If closures will cause disruptions to private sanitation companies, it is the responsibility of the Contractor to coordinate with those companies so that refuse collection service can be maintained.

401.6 Measurement modify as follows:

No measurement will be made for traffic control devices. All work necessary for Traffic Control shall be included in the Lump Sum measurement for Traffic Control.

The Town will provide uniformed officers and vehicles if needed by the Traffic Control Plan. If Town officers are not available, a request for a Change Order should be made prior to the use of any outside agency officers.

401.7 Payment modify as follows:

Payment for Traffic Control will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals except as noted below. Payment shall be made in the same manner as Mobilization.

No separate Payment for Chino Valley Officers and Vehicles shall be made. The Town will provide officers and vehicles at no cost to the project if required.
QC/QA

All sampling and testing of materials shall be in accordance with MAG specification including MAG specification section 106 with the following modification:

The Contractor shall be responsible for scheduling and testing in accordance with MAG testing schedules. The Contractor shall obtain an independent testing firm licensed and certified per MAG specifications to perform acceptance testing. There will be no separate measurement for quality control or quality acceptance testing. All work for testing shall be included in the Lump Sum Measurement for QC/QA. Payment for QC/QA shall be made in the same manner as Mobilization.

Construction Staking

As stated in the General and Supplemental Conditions, no construction staking establishing lines and grades is anticipated for this project. The Contractor shall finish grade so as comply with all smoothness specifications.

Any lines and grades needed for paving purposes shall be set by the Contractor. This includes any horizontal or vertical lines, hubs, etc. There shall be no measurement for Construction Staking. Payment shall be made on a lump sum basis. Payment shall be made in the same method as specified for Mobilization.

Asphalt Concrete

Asphalt Concrete Pavement shall be placed in accordance with section 321 of the MAG specifications with the following modifications:

321.5 Mix Design: add the following:

For this project, a gyratory mix design shall be used. The mix shall have ½” gradation, a N design of 75 gyrations, and PG 64-22 asphaltic binder. Any mixes that deviate from this shall be required to be approved by the Engineer prior to Construction.

321.8 Placing: add the following:

The Contractor is reminded that control systems such as a 30’ ski or stringline SHALL be required on this project. Deletion of control systems will not be permitted.

321.10.5.2 Pavement Greater than 1 -1/2 Inches Nominal Thickness: add the following to the fifth paragraph

Cores will not be required unless the Engineer determines there is a need based on the results of nuclear density testing. If any tests of in-place voids exceed 8.0% per the nuclear density, then coring per MAG specifications shall be required at no additional cost to the project in order to verify results prior to conducting an EA.

321.12 Measurement: add the following

The asphalt concrete will be measured by the ton. Delivery tickets shall be required at the
time of delivery.

321.13 Payment:

Replace the first two paragraphs with the following:

Payment for asphalt concrete will be paid for at the contract price per ton, as adjusted per Section 321.10, which price shall be full compensation for the item complete, as herein described and specified.

No separate Payment for tack coat will be made. Any costs for tack coat, if needed, shall be included in the price for asphalt concrete.

Replace the fifth paragraph with the following:

No separate payment will be made for work necessary to construct thickened edges, safety edges, or other miscellaneous items or surfaces of asphalt concrete. All work necessary for safety edge preparation and construction shall be included in the price for asphalt concrete.

Delete the sixth paragraph

ADJUST MANHOLE FRAME & COVER

Work to Adjust Manhole Frame & Cover shall be done in accordance with MAG Specifications Section 345. Measurement and Payment for each manhole location will be paid only once. This includes any lowering and raising needed throughout the Project.

ADJUST CLEANOUT FRAME & COVER

Work to Adjust Cleanout Frame & Cover shall be done in accordance with MAG Specifications Section 345. Measurement and Payment for each Cleanout location will be paid only once. This includes any lowering and raising needed throughout the Project.

Contract Allowance

Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible contract amendment work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for this project.

This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, shall be in accordance with the Contract Amendment section of the General Conditions. It shall be understood that this allowance item is an estimate only and is based on contract amendment history of similar projects. It shall not be utilized without an approved contract amendment. It is further understood that authorized extra work, if any, may be less than the allowance item. The Contractor, by submittal of his bid, acknowledges that the total bid and individual bid items were
prepared without anticipation of use of the contract allowance.
CDBC DOCUMENTS AND BID REQUIREMENTS / FORMS

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CERTIFICATIONS & CERTIFICATIONS SIGNATURE FORM
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LS-3 – SUB-CONTRACTOR’S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS
LS-4 – PAYROLL REPORT
LS-5 – STATEMENT OF COMPLIANCE
EMPLOYMENT RIGHTS UNDER THE DAVIS-BACON ACT
LS-15 – AUTHORIZATION FOR DEDUCTIONS
LS-17 – CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS
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S3B-1 – SECTION 3 ASSURANCE
S3B-2 – SECTION 3 ESTIMATED PROJECT WORK FORCE BREAKDOWN
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S3R-2 – SECTION 3 BUSINESS UTILIZATION REPORT
CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the
contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.” [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503
(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance
in employment individuals with disabilities, and to treat qualified individuals without
discrimination on the basis of their physical or mental disability in all employment practices
including the following:

a. Recruitment, advertising and job application procedures;

b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination,
   right of return from layoff and rehiring;

c. Rates of pay or any other form of compensation and changes in compensation;

d. Job assignments, job classifications, organizational structures, position descriptions, lines of
   progression and seniority lists;

e. Leaves of absence, sick leave or any other leave;

f. Selection and financial support for training including apprenticeship, professional
   meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company’s intranet or
sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the Recipient or Consultants.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the Recipient or Consultants that develops at any time during this contract will be immediately disclosed to the Recipient and Consultants.

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mike McCormick
(Typed Name of Official)

(Signature of Official)

Asphalt Paving & Supply, Inc.
(Typed Name of Firm)

May 15, 2019
(Date)
SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

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<thead>
<tr>
<th>Specialty</th>
<th>Sub-contractor/Material Supplier Name</th>
<th>License #</th>
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HIGHPAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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CARP0408-005 07/01/2018

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ENGI0428-001 06/01/2018

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POWER EQUIPMENT OPERATOR

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<td>Group 4</td>
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POWER EQUIPMENT OPERATORS CLASSIFICATIONS:
GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal $0.50 per
hour over base rate.

IRON0075-004 08/01/2018

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

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| Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson  
Zone 2: 050 to 100 miles - Add $4.00  
Zone 3: 100 to 150 miles - Add $5.00  
Zone 4: 150 miles & over - Add $6.50 |

* LAB00383-002 06/01/2018

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| Laborers:  
  Group 1. $18.38 | 5.31  
  Group 2. $19.28 | 5.31  
  Group 3. $19.98 | 5.31  
  Group 4. $20.92 | 5.31  
  Group 5. $21.78 | 5.31 |

LABORERS CLASSIFICATIONS:


GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).


PAIN0086-001 04/01/2017

<table>
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PAINTER
PAINTER (Yavapai County only), SAND BLASTER/WATER
BLASTER (all Counties)........$ 19.58 6.40
ZONE PAY: More than 100 miles from Old Phoenix Courthouse
$3.50 additional per hour.

SUAZ2009-001 04/20/2009

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<td>Pinal County</td>
<td>$20.27</td>
<td>8.35</td>
</tr>
<tr>
<td>LABORER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Raker</td>
<td>$15.49</td>
<td>3.49</td>
</tr>
<tr>
<td>Compaction Tool Operator</td>
<td>$14.59</td>
<td>2.91</td>
</tr>
<tr>
<td>Concrete Worker</td>
<td>$13.55</td>
<td>3.20</td>
</tr>
<tr>
<td>Concrete/Asphalt Saw</td>
<td>$13.95</td>
<td>2.58</td>
</tr>
<tr>
<td>Driller-Core, diamond,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>wagon, air track</td>
<td>$16.94</td>
<td>3.12</td>
</tr>
<tr>
<td>Dumpman Spotter</td>
<td>$14.99</td>
<td>3.16</td>
</tr>
<tr>
<td>Fence Builder</td>
<td>$13.28</td>
<td>2.99</td>
</tr>
<tr>
<td>Flagger</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coconino, Mohave, Pima,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pinal, Yavapai &amp; Yuma</td>
<td>$12.35</td>
<td>1.59</td>
</tr>
<tr>
<td>Formsetter</td>
<td>$16.09</td>
<td>3.97</td>
</tr>
<tr>
<td>General/Cleanup Laborer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coconino, Maricopa,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mohave, Pima, Yavapai &amp;</td>
<td></td>
<td></td>
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<tr>
<td>Yuma</td>
<td>$14.54</td>
<td>3.49</td>
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<tr>
<td>Grade Setter (Pipeline)</td>
<td>$17.83</td>
<td>5.45</td>
</tr>
<tr>
<td>Guard Rail Installer</td>
<td>$13.28</td>
<td>2.99</td>
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<tr>
<td>Landscape Laborer</td>
<td>$11.39</td>
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<tr>
<td>Landscape Sprinkler</td>
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<tr>
<td>Installer</td>
<td>$15.27</td>
<td></td>
</tr>
<tr>
<td>Pipelayer</td>
<td>$14.81</td>
<td>2.96</td>
</tr>
<tr>
<td>Powderman, Hydrasonic</td>
<td>$16.39</td>
<td>2.58</td>
</tr>
</tbody>
</table>

OPERATOR: Power Equipment
Asphalt Laydown Machine.....$ 21.19 6.05
Backhoe < 1 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.37 3.85
Backhoe < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Clamshell < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
Concrete Pump (Truck Mounted with boom only)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 19.92 7.10
Crane (under 15 tons)......$ 21.35 7.36
Dragline (up to 10 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drilling Machine (including Water Wells)</td>
<td>$20.58</td>
</tr>
<tr>
<td>Grade Checker</td>
<td>$5.65</td>
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<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$16.04</td>
</tr>
<tr>
<td>Hydrographic Seeder</td>
<td>$15.88</td>
</tr>
<tr>
<td>Mass Excavator</td>
<td>$20.97</td>
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<tr>
<td>Milling Machine/Rotomill</td>
<td>$21.42</td>
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<tr>
<td>Motor Grader (Finish-any type power blade)</td>
<td></td>
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<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$21.92</td>
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<tr>
<td>Motor Grader (Rough)</td>
<td></td>
</tr>
<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$20.07</td>
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<tr>
<td>Oiler</td>
<td>$18.15</td>
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<tr>
<td>Power Sweeper</td>
<td>$16.76</td>
</tr>
<tr>
<td>Roller (all types Asphalt)</td>
<td></td>
</tr>
<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$18.27</td>
</tr>
<tr>
<td>Roller (excluding asphalt)</td>
<td>$15.65</td>
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<tr>
<td>Scraper (pneumatic tired)</td>
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<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$17.69</td>
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<tr>
<td>Screed</td>
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<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$17.54</td>
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<tr>
<td>Shovel &lt; 10 cu yd</td>
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<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$18.72</td>
</tr>
<tr>
<td>Skip Loader (all types &lt;3 cu yd)</td>
<td>$18.28</td>
</tr>
<tr>
<td>Skip Loader (all types 3 &lt; 6 cu yd)</td>
<td>$18.64</td>
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<tr>
<td>Tractor (dozer, pusher - all)</td>
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<tr>
<td>Coconino, Mohave, Pima, Pinal, Yavapai &amp; Yuma</td>
<td>$20.15</td>
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<td>PAINTER</td>
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<td>Coconino, Maricopa, Mohave, Pima, Pinal &amp; Yuma</td>
<td>$15.57</td>
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<td>TRUCK DRIVER</td>
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<td>2 or 3 Axle Dump or Flattrack</td>
<td>$16.27</td>
</tr>
<tr>
<td>5 Axle Dump or Flattrack</td>
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<tr>
<td>6 Axle Dump or Flattrack (&lt; 16 cu yd)</td>
<td>$17.79</td>
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<tr>
<td>Belly Dump</td>
<td>$14.67</td>
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<tr>
<td>Oil Tanker Bootman</td>
<td>$22.03</td>
</tr>
<tr>
<td>Self-Propelled Street Sweeper</td>
<td>$13.11</td>
</tr>
<tr>
<td>Water Truck 2500 &lt; 3900 gallons</td>
<td>$18.14</td>
</tr>
<tr>
<td>Water Truck 3900 gallons</td>
<td>$15.92</td>
</tr>
<tr>
<td>Water Truck under 2500 gallons</td>
<td>$15.94</td>
</tr>
</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

------------------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 25 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==============================================

END OF GENERAL DECISION
LS-2: CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, am submitting a bid to (name of recipient): ____________________________
for the construction of the (name of project): ____________________________ and hereby
acknowledge that the following items are included in the bid and will also be incorporated by
reference into the contract, should I be selected as the contractor for the project.

a. Labor Standards Provisions (HUD 4010);

b. Wage Decision # _______; Modification # _______; Bid Open Date _______; and that
   c. the correction of any infractions of the aforesaid conditions, including infractions by any
      of my sub-contractors and any lower tier sub-contractors, is my responsibility.

2. I hereby certify that:

a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have
   a substantial interest, is designated as an ineligible contractor by the Comptroller General of
   the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5
   (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-
   2(a)].

b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if
   such sub-contractor or firm, corporation, partnership or association in which such sub-
   contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible
   contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-
contractor, preferably prior to or where circumstances do not allow within ten (10) days after the
execution of any sub-contract, including those executed by his/her sub-contractors and any lower
tier sub-contractors.

4. Further, I certify that:
   a. The demographic and business information of the undersigned are:
Contractor Information

<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Type of Trade Code*</th>
<th>Racial Code*</th>
<th>Hispanic (Y/N)</th>
<th>Women Owned (Y/N)</th>
<th>IRS Tax ID #</th>
<th>DUNS #</th>
<th>Section 3 (Y/N)</th>
<th>Construction Firm Legal Name Address, City, State, Zip</th>
<th>AZ License #</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* See Demographic and Trade Code table below for information

Demographic and Trade Codes

<table>
<thead>
<tr>
<th>Race</th>
<th>Type of Trade Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 White</td>
<td>1 New Construction</td>
</tr>
<tr>
<td>12 African American</td>
<td>2 Education/Training</td>
</tr>
<tr>
<td>13 Asian</td>
<td>3 Other (i.e. rehabilitation, administration, professional, public services)</td>
</tr>
<tr>
<td>14 American Indian or Alaskan Native</td>
<td></td>
</tr>
<tr>
<td>15 Native Hawaiian or other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>16 American Indian or Alaskan Native and White</td>
<td></td>
</tr>
<tr>
<td>17 Asian and White</td>
<td></td>
</tr>
<tr>
<td>18 African American and White</td>
<td></td>
</tr>
<tr>
<td>19 American Indian or Alaskan Native and White</td>
<td></td>
</tr>
<tr>
<td>20 Other Multi-racial</td>
<td></td>
</tr>
</tbody>
</table>

b. The undersigned is:

- [ ] a sole proprietorship;
- [ ] a partnership;
- [ ] a corporation organized in the State of _____________________________; or
- [ ] another organization (describe) _____________________________

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

| NAME                | TITLE               | ADDRESS             |
d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>NATURE OF INTEREST</th>
</tr>
</thead>
</table>


e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TRADE CLASSIFICATION</th>
</tr>
</thead>
</table>


5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: ____________________________________________

b. Signature (in ink): ____________________________________________

c. Typed or Printed Name: _________________________________________

d. Title: _______________________________________________________

e. Date: _______________________________________________________

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

LS-2 (05/2016)
Recipient: ____________________________ Contract No.: _________
Activity No.: __________ Activity Name: ____________________________

LS-3: SUB-CONTRACTOR’S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, having submitted a bid or having executed a contract with:

   (contractor or sub-contractor): ____________________________________________

   for (name of project): ____________________________________________

   for (nature of work): ____________________________________________

   in the amount of $________________________ certify that:

   a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

   b. Wage Decision # _______; Modification # _______ are included in the aforementioned contract or bid.

2. I hereby certify that:

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

   a. The demographic and business information of the undersigned are:
## Contractor Information

<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Type of Trade Code*</th>
<th>Racial Code*</th>
<th>Hispanic (Y/N)</th>
<th>Women Owned (Y/N)</th>
<th>IRS Tax ID #</th>
<th>DUNS #</th>
<th>Section 3 (Y/N)</th>
<th>Construction Firm Legal Name Address, City, State, Zip</th>
<th>AZ License #</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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<td></td>
</tr>
</tbody>
</table>

* See Demographic and Trade Code table below for information

## Demographic and Trade Codes

<table>
<thead>
<tr>
<th>Race</th>
<th>Type of Trade Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 White</td>
<td>1 New Construction</td>
</tr>
<tr>
<td>12 African American</td>
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<tr>
<td>13 Asian</td>
<td>3 Other (i.e. rehabilitation, administration, professional, public services)</td>
</tr>
<tr>
<td>14 American Indian or Alaskan Native</td>
<td></td>
</tr>
<tr>
<td>15 Native Hawaiian or other Pacific Islander</td>
<td></td>
</tr>
<tr>
<td>16 American Indian or Alaskan Native and White</td>
<td></td>
</tr>
<tr>
<td>17 Asian and White</td>
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<tr>
<td>18 African American and White</td>
<td></td>
</tr>
<tr>
<td>19 American Indian or Alaskan Native and White</td>
<td></td>
</tr>
<tr>
<td>20 Other Multi-racial</td>
<td></td>
</tr>
</tbody>
</table>

b. The undersigned is:

- [ ] a sole proprietorship;
- [ ] a partnership;
- [ ] a corporation organized in the State of _______________________________; or
- [ ] another organization (describe) ________________________________

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ADDRESS</th>
</tr>
</thead>
</table>

Page 2 of 3
d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>NATURE OF INTEREST</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TRADE CLASSIFICATION</th>
</tr>
</thead>
</table>

4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: ________________________________

b. Signature (in ink): ________________________________

c. Typed or Printed Name: ________________________________

d. Title: ________________________________

e. Date: ________________________________

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: “Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both.”
# LS-4 Payroll Report

<table>
<thead>
<tr>
<th>PAYROLL NO.</th>
<th>FOR WEEK ENDING</th>
<th>PROJECT AND LOCATION</th>
<th>PROJECT/CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE</td>
<td>(2) No. of Work Classification</td>
<td>(3) DAY AND DATE</td>
<td>(4) GROSS TOTAL RATE AMOUNT Earned</td>
</tr>
<tr>
<td>Exem</td>
<td>HOURS WORKED EACH DAY</td>
<td>HOURS OF PAY</td>
<td></td>
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LS-5 - STATEMENT OF COMPLIANCE

Date ____________________

I, ________________________   ________________________ (Name of signatory party)   (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by
    ________________________ on the ________________________ (Contractor or subcontractor)   (Building or work)
that during the payroll period commencing on the _____ day of ________________________,
20___, and ending the _____ day of ________________________ , 20___, all persons
employed on said project have been paid the full weekly wages earned, that no rebates have been
or will be made either directly or indirectly to or on behalf of said

______________________ from the full weekly wages earned by
    ________________________ (Contractor or subcontractor)
any person and that no deductions have been made either directly or indirectly from the full
wages earned by any person, other than permissible deductions as defined in Regulations. Part 3
(29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48
Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

______________________

______________________

______________________

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete: that the wage rates for laborers or mechanics contained
therein are not less than the applicable wage rates contained in any wage determination
incorporated into the contract; that the classifications set forth therein for each laborer or
mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona
fide apprenticeship program registered with a State apprenticeship agency recognized by the
Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a State, are registered with the Bureau of Apprenticeship and
Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS,
FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic
listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been
or will be made to appropriate programs for the benefit of such employees, except as noted in Section
4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly
wage rate plus the amount of the required fringe benefits as listed in the contract, except as
noted in Section 4(c) below.

(c) EXCEPTIONS

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<th>EXCEPTION (CRAFT)</th>
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REMARKS

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NAME AND TITLE  SIGNATURE

SIGNATURE MUST BE THAT OF AN OWNER OR OFFICER OR BY AN EMPLOYEE DESIGNATED
IN WRITING BY THE OWNER/OFFICER AS AUTHORIZED TO SIGN. THE WILFUL
FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1901 OF TITLE 18
AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

GRANTEE USE ONLY

Date Received:_________ Date Reviewed:_________ CDBG Contract No:_________

Reviewed By:_________ Grantee:_________
EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS
EMPLOYED ON FEDERAL OR FEDERALLY
ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES
You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME
You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT
Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES
Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY
If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division
Recipient: __________________________  Contract No.: _________
Activity No.: _________  Activity Name: __________________________

LS-15: AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee;
- the deduction(s) are not a condition of employment;
- there is no direct or indirect financial benefit accruing to the employer;
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing.

<table>
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<th>1.a. EMPLOYEE NAME</th>
<th>b. DATE(s)</th>
<th>c. AMOUNT</th>
<th>d. PURPOSE</th>
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(Additional page(s) attached:  □ Yes  □ No)

2. Name of Contractor/Sub-contractor: _______________________________________

__________________________________________  __________________________
Signature of Authorized Representative  Date

__________________________________________  __________________________
Typed Name  Phone Number
LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: 

Name of Contractor/Sub-Contractor: 

Provide the name, address and telephone number of each plan for fringe benefits provided. List for each classification if different.

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<th>1. Employee Classification:</th>
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<td>Apprenticeship/Training:</td>
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<td>Apprenticeship/Training:</td>
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<td>Other:</td>
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I hereby certify that I make payments to the fringe benefit plans, funds or programs identified above.

_________________________________________       ______________________________
Signature (must be owner/principal/officer as shown on LS-2/3)       Date

_________________________________________       ______________________________
Typed Name       Title

LS-17 (02/1998)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, or subcontractor, the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bone fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wk347instr.htm, or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN THREE (3) DAYS OF CONTRACT AWARD

SECTION 3 ASSURANCE

1. I, the undersigned, ____________________________, as official representative of ________________ (contractor), agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the ____________________________. It is understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor
   a. The number of positions needed in this project: ______________
      Details of occupational categories provided in Attachment A ____ (yes)
   b. The number of these positions to be filled by regular, permanent employees: ______________
   c. The number of positions projected to be filled by low income area residents: ______________
      Details of occupational categories provided in Attachment A ____ (yes)

3. Sub-contractors/Vendors
   a. The number of sub-contractors projected to be utilized for this project: ______________
   b. The number of sub-contractors projected to be Section 3 businesses: ______________
   c. The number of businesses/suppliers projected to be utilized: ______________
      Dollar amount: $______________
   d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: ______________
      Dollar amount: $______________

__________________________________________  __________________________
Authorized Signature                       Date
## Section 3

### ESTIMATED PROJECT WORK FORCE BREAKDOWN

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Positions Needed for Project</th>
<th># of Positions Occupied by Permanent Employees</th>
<th># of Positions Not Occupied</th>
<th># of Positions to be Filled with Section 3 Residents</th>
<th>Approximate Hiring Date</th>
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<td>Supervisor</td>
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<td><strong>TOTALS</strong></td>
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**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

---

Person Completing Form / Date

Company

Project Name / Number

Company Address

Telephone Number / E-mail

---

S3B-2 (04/2016)
SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, IF APPLICABLE

A. Basis for Self-Certification

The ______________________, located at ____________________________
(name of business) (address)
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check all applicable)

1) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;

2) _____ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);

3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [recipient] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of ______________________;
(name of business)

2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;

3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;

4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;

5) The information provided in A. above is true and accurate to the best of my knowledge; and

6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

__________________________________________  ______________________
Signature                                      Date

__________________________________________  ______________________
Printed Name                                  Title
THIS REPORT MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED TO THE RECIPIENT WITH THE CONTRACTOR'S FINAL DRAW. A COPY OF THE COMPLETED FORM MUST ALSO BE SUBMITTED TO ADOH WITH THE RFP THAT INCLUDES THE CONTRACTOR'S FINAL DRAW

SECTION 3 BUSINESS UTILIZATION REPORT

Project No.: ______________________ Total Dollar Amount of Prime Contract: ______________________
Prime Contractor: ______________________ Federal ID No.: ______________________
Address of Prime Contractor: ______________________

<table>
<thead>
<tr>
<th>1. Name of Sub-contractor/Vendor</th>
<th>2. Check ✓ if Section 3</th>
<th>3. Address &amp; Telephone Number</th>
<th>4. Trade/Service or Supply</th>
<th>5. Contract Amount</th>
<th>6. Award Date</th>
<th>7. Federal ID Number</th>
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</table>

Total Dollar Amount Awarded to Section 3 Businesses: $______________________

Person Completing Form / Date

Company

Project Name / Number

Telephone Number / E-mail

S3R-2 (04/2016)