Tom Armstrong	Eric Granillo	John McCafferty	Sherri Phillips	Larry Holt	Robert Switzer	John Stankewicz
Mayor	Vice-Mayor	Councilmember	Councilmember	Councilmember	Councilmember	Councilmember

TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, AUGUST 25, 2026
5:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

AGENDA

1. **CALL TO ORDER; ROLL CALL**

2. **Presentation and discussion regarding the Construction Manager at Risk (CMAR) - 95% Design and Proposed Guaranteed Maximum Price (GMP) for the Water Reclamation Facility Improvement Project.**

3. **ADJOURNMENT**

TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, AUGUST 25, 2026
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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. **CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

   Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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 on items not on the agenda 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

3. 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 Terri Denemy regarding Town accomplishments, and current or upcoming projects.

4. 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 approve a budget capacity transfer in the amount of $49,459 from the general fund contingency to the police impoundment special revenue fund and to approve the Cooperative Purchasing Agreement between the Town of Chino Valley and Skydio, Inc., to purchase an unmanned aerial system and 36 months of services for $49,458.59.

b. Consideration and possible action to approve two Cooperative Purchasing Agreements: one with San Tan Ford to purchase two 2027 Ford Police Interceptor Utility Vehicles for $100,668.57, and another with Northern Arizona Upfitters for vehicle upfitting for $62,798.66, for a total of $163,467.23.

c. Consideration and possible action to approve the Third Amendment to the Ranch and Farm Lease Agreement between the Town of Chino Valley and Curt A. Wells for continued use of limited portions of the Fred Harvey Farm property.

d. Consideration and possible action to approve a Memorandum of Understanding with the City of Prescott for Arizona Traffic and Criminal Software (TRACS) hosting services.

e. Consideration and possible action to approve the July 14, 2026, regular meeting minutes.

f. Consideration and possible action to approve the August 5, 2026, special meeting minutes.

5. 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 the Groundwater Extinguishment Credits Purchase Agreement with Michael and Kathleen O'Connor-Masse, allowing the Town to Purchase 294.3 acre-feet of extinguishment credits in the amount of $70,632 plus administrative fees.

Recommended Action: Approve the Groundwater Extinguishment Credits Purchase Agreement with Michael and Kathleen O'Connor-Masse, allowing the Town to Purchase 294.3 acre-feet of extinguishment credits in the amount of $70,632 plus administrative fees.

b. Public hearing, consideration, and possible action on Ordinance No. 2026-969 (ZC-2026-04) to rezone approximately 2.86 acres of land located at 3255 N. State Route 89, Chino Valley, Arizona, from Commercial Light/Agricultural Residential (CL/AR-5) to Commercial Heavy (CH).

Recommended Action: (i) Hold the public hearing. (ii) Approve Ordinance No. 2026-969 for ZC-2026-04, rezoning approximately 2.86 acres located at 3255 N State Route 89 from Commercial Light/Agricultural Residential (CL/AR-5) to Commercial Heavy (CH), subject to the conditions contained in the Ordinance.

c. Public hearing, consideration, and possible action on Resolution No. 2026-1324 (CUP-2026-01) to renew an existing Conditional Use Permit to allow for the continued use of a rodeo arena and wedding/event facility on property located at 764 W Road 1 South, Chino Valley, Arizona.

Recommended Action: (i) Hold the public hearing. (ii) Approve Resolution No. 2026-1324 approving Conditional Use Permit CUP-2026-01 for the continued use of a rodeo arena and wedding/event facility located at 764 W Road 1 South, subject to the conditions contained in the Resolution, including a 25-year term through January 10, 2052.

d. Consideration and possible action to approve a Cooperative Purchasing Agreement for job order contracting services with Earth Resources Corporation in the amount of $2,000,000 for the FY26/27 Streets Improvement Project.

Recommended Action: Approve the Cooperative Purchasing Agreement with Earth Resources Corporation in the amount of $2,000,000 for the FY26/27 Streets Improvement Project.

e. Consideration and possible action to approve Work Authorization No. 1 to the On-Call Professional Services Agreement with Lyon Engineering & Surveying, Inc., for professional engineering services related to the Old Home Manor Off-Highway Vehicle (OHV) Staging Area Project, in an amount not to exceed $219,890.

Recommended Action: Approve Work Authorization No. 1 to the On-Call Professional Services Agreement with Lyon Engineering & Surveying, Inc., for professional engineering services related to the Old Home Manor Off-Highway Vehicle (OHV) Staging Area Project, in an amount not to exceed $219,890.

f. Consideration and possible action to adopt Resolution No. 2026-1322, approving a Project Agreement with Arizona State Parks and Trails for the acceptance of a $200,000 Land and

Water Conservation Fund grant for the acquisition of the Upper Sullivan's Canyon Property.

Recommended Action: Adopt Resolution No. 2026-1322, approving a Project Agreement with Arizona State Parks and Trails for the acceptance of a $200,000 Land and Water Conservation Fund grant for the acquisition of the Upper Sullivan's Canyon Property.

g. Consideration and possible action to approve the Agreement and Joint Escrow Instructions for Yavapai County's contribution toward the Upper Sullivan's Canyon Property.

Recommended Action: Approve the Agreement and Joint Escrow Instructions for Yavapai County's contribution toward the Upper Sullivan's Canyon Property.

6. ADJOURNMENT

Dated this 18th day of August, 2026.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting. Citizens will have access to the meeting room 30 minutes prior to the start time of each meeting.

Council meetings are live-streamed on Town of Chino Valley website, www.chinoaz.net.

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: _____
Erin N. Deskins, Town Clerk

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2
MEETING DATE: 8/25/2026
CONTACT PERSON: Ryan Anderson, Public Works Director, Steven Sullivan, Town Engineer / Assistant Public Works Director
ITEM TYPE: Presentation

AGENDA ITEM TITLE:
Presentation and discussion regarding the Construction Manager at Risk (CMAR) - 95% Design and Proposed Guaranteed Maximum Price (GMP) for the Water Reclamation Facility Improvement Project.

SUMMARY:
Presentation by:

- Mark Holmes, P.G. - Water Advisor
- Ryan Anderson - Public Works Director
- Taylor Pierce, P.E. - PACE
- Jason Robinson, PMP - Felix Construction

PREVIOUS ACTION:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL IMPACT?
N/A

ATTACHMENTS:

None

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4a
MEETING DATE: 8/25/2026
CONTACT PERSON: Marrilee Easton, Civilian Officer Supervisor
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:
Consideration and possible action to approve a budget capacity transfer in the amount of $49,459 from the general fund contingency to the police impoundment special revenue fund and to approve the Cooperative Purchasing Agreement between the Town of Chino Valley and Skydio, Inc., to purchase an unmanned aerial system and 36 months of services for $49,458.59.

SUMMARY:
The Police Department is requesting authorization to purchase a Skydio X10 drone to enhance operational capabilities and improve officer and community safety. The system provides advanced autonomous flight capability, high-resolution imaging, and thermal camera technology that can assist officers in:

- Locating missing or endangered persons
- Conducting search and rescue operations in difficult terrain
- Documenting traffic collisions and crime scenes
- Providing aerial situational awareness during emergency incidents
- Supporting disaster response and public safety operations

Use of the unmanned aerial system will comply with Federal Aviation Administration (FAA) regulations, and the Police Department will maintain written policies governing training, operational use, privacy protections, and data retention. The drone selected is being procured through a State of Arizona Cooperative Contract, CTR074453-2.

Over the years, approximately $93,000 in revenues restricted to traffic enforcement of the Police Department have been accumulated. Although sufficient restricted cash is available for this drone purchase, there is currently no budget authority to do so. This item has two parts:

1. Authorize a transfer of budget capacity from the General Fund contingency line to the Police Impoundment Special Revenue Fund to allow for this purchase to proceed. This is simply a budget authority request to allow utilization of existing special revenue, not an authorization to utilize General Funds for the purchase.
2. Authorize procurement through a cooperative contractual relationship under the State Contract, and establish terms and conditions regarding Materials and Services.

PREVIOUS ACTION:
At the April 14, 2026, Council meeting, the purchase was approved. Following Council action, Skydio requested additional contract revisions, which delayed execution of the agreement. Because the budget authorization approved by Council was limited to FY 2025-26 and expired on June 30, 2026, Council approval is requested again to authorize the expenditure in FY 2026-27.

STAFF RECOMMENDATION:
i. Approve the budget capacity transfer in the amount of $49,459 from General Fund contingency to the Police Impoundment Special Revenue Fund; and
ii. Approve the Cooperative Purchasing Agreement for a Skydio X10 unmanned aerial system and 36 months of services for $49,458.59.

FISCAL IMPACT?
a) Budget Capacity Transfer Action:

Available budget: General Fund - Contingency	$940,000
Less this approval item: Budget Capacity Transfer to Police Impoundment Special Revenue Fund*	-49,459
Remaining budget: General Fund - Contingency	$890,541

**It is important to note, that although budget capacity is being transferred, the actual expense will be funded using restricted Police Impoundment funds; therefore, no additional General Fund resources are required.*

b) Purchase Action:

Available budget: Police Impoundment Special Revenue Fund - Traffic Related Expenses	$49,459.00
Less this approval item: Skydio X10 unmanned aerial system (UAS)	-49,458.59
Remaining budget: Police Impoundment Special Revenue Fund - Traffic Related Expenses	$0.41

ATTACHMENTS:

1.	Skydio Cooperative Purchasing Agreement
2.	Exhibit A - State Contract - Skydio
3.	Exhibit B - Skydio Quote - Drone-Signed June 2026

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKYDIO, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 14, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Skydio, Inc., a Delaware corporation (the "Contractor"). The Town and Contractor are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State") entered into Contract No. CTR074453, dated November 7, 2024, as amended (the "State Contract"), for the Contractor to provide drones, remotely operated devices, and related goods and services, as more particularly outlined in Section 2 below on an as-needed basis (the "Materials and Services"). A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase the Materials and Services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the State Contract and this Agreement, (ii) establish the terms and conditions by which the Contractor may provide the Town with the Materials and Services, and (iii) set the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2029, unless terminated as otherwise provided in this Agreement or the State Contract (the "Term"). The terms and conditions of the State Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. The Contractor shall provide the Materials and Services to the Town under the terms and conditions of the State Contract and this Agreement, and in the configuration set forth in Order Form # Q-52239 attached hereto as Exhibit B and incorporated herein by reference (the "Quote").

2.1 Inspection; Acceptance. The Town's inspection rights are limited to verifying that the Materials delivered materially conform to the quantities ordered and the product descriptions in the applicable Order Form, and are free from visible shipping damage. The Materials shall be deemed accepted upon delivery unless the Town provides written notice of a material discrepancy within 10 business days after receipt.

3. Compensation. The Town shall pay the Contractor an amount not to exceed $44,819.75 for the Materials and Services at the unit rates set forth in the State Contract and as more particularly outlined in the Quote.

4. Payments. The Town shall pay all amounts set forth in the applicable Order Form in accordance with the payment terms stated therein. Unless otherwise expressly provided in the applicable Order Form, Skydio may invoice hardware upon shipment and may invoice software, subscriptions, support, services, and other recurring or non-recurring fees as specified in the applicable Order Form. Each invoice shall reference this Agreement and the applicable State Contract, if any. The Town may reasonably request supporting documentation sufficient to verify the amounts invoiced.

5. [RESERVED]

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

7. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements

under Ariz. Rev. Stat. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement 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 the Contractor 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. The Contractor 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, the State Contract, the Quote, any order forms, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of this Agreement.

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 the State to the extent provided under the State 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 Contractor's obligation to provide the

indemnification and insurance. In any event, the Contractor 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 third-party 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) to the extent are are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes, or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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, 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:

If to the Town: Town of Chino Valley
202 N. 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 the Contractor: Skydio, Inc.
3000 Clearview Way
San Mateo, California 94402
Attn:_____

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.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any Contractors, subcontractors, or suppliers that use the forced labor or any goods

or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

18. Click-Through Terms and Conditions.

18.1 Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as "clickwrap" or "click-through" terms when using or attempting to use the Materials or Services, or any site related thereto, are not binding upon the Town.

18.2 If either Party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or a software-based ordering system with respect to this Agreement, or any web- or software-based platform to use the Materials or Services (collectively, "Electronic Systems"), the Parties acknowledge and agree that Electronic Systems are for ease of administration only, and the Contractor is hereby given notice that the persons using Electronic Systems on behalf of the Town do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Agreement. Accordingly, where an authorized Town user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using Electronic Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized Town user is required to accept, or be subject to, any terms and conditions in accessing or using any Materials or Services, those terms and conditions will also be void.

[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**"	"**Contractor**"
TOWN OF CHINO VALLEY, an Arizona municipal corporation	SKYDIO, INC., a Delaware corporation
_____ Tom Armstrong, Mayor	_____ Signature
ATTEST:	_____ Name
_____ Erin N. Deskins, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKYDIO, INC.

[State Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SKYDIO, INC.

[Quote Q-52239]

See following pages.

Cover Sheet

Contract No.: CTR074453

Supplier Name: Skydio, Inc.

Solicitation No.: BPM006393

Contents:

- Executed Offer and Acceptance Form
- Scope, Pricing and Terms and Conditions
- Conformance Statements

Statewide Procurement Manager:

Michael Hillebrand
Statewide Procurement Manager
State Procurement Office
Arizona Department of Administration
1802 West Jackson Street - Number 100
Phoenix AZ 85007
Michael.Hillebrand@azdoa.gov
Office: 602-542-4229

	Request for Proposal **Solicitation No. BPM006393** **Drones, Remotely Operated Devices, Unmanned Aerial Vehicles, and Related Goods and Services**	Arizona Department of Administration State Procurement Office 1802 West Jackson Street - Number 100 Phoenix, AZ 85007

Attachment 1 – Offer and Acceptance Form

SUBMISSION OF OFFER: The undersigned hereby offers and agrees to provide **Drones, Remotely Operated Devices, Unmanned Aerial Vehicles, and Related Goods and Services** in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below

Skydio, Inc.	Tom McLaughlin 9/25/2024
	Signature of person authorized to sign Offer / Date
3000 Clearview Way, Bldg E.	Tom McLaughlin - Head of Finance, VP Corporate Controller
	Printed name and Title
San Mateo, CA 94402	Tom McLaughlin
	Contact name and Title
	Tom.mclaughlin@skydio.com 855-463-5902
	Contact email address / Contact phone number

Revised Offers:				
	Date	Signature	Date	Signature
Best and Final Offer:	10/28/2024	Tom McLaughlin		
	Date	Signature		

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with the A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.
The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. CTR074453

The effective date of the Contract is 11/7/2024

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order or written notice to proceed.

State of Arizona Awarded this 31 **day of** October **20** 24

Michael Hillebrand

Michael Hillebrand
Statewide Procurement Manager
Procurement officer signature

Table of Contents

Solicitation Summary	3
Scope of Work	5
Special Terms and Conditions	11
Addendum A to the Special Terms and Conditions	46
Addendum B to the Special Terms and Conditions	51
Uniform Terms and Conditions 10.5	55

Solicitation Summary

1. What is the State Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 *et seq.* is seeking to establish one or more mandatory statewide Contracts to supply drones, remotely operated devices, unmanned aerial vehicles, and related goods and services for use by the State and its eligible cooperative entities. This contract is intended for the outright purchase of drone systems, and not for as-needed drone operator services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM006393 Solicitation Requirements

2.1.1.1. Notice / Cover Page
2.1.1.2. Table of Contents
2.1.1.3. Solicitation Summary
2.1.1.4. Scope of Work
2.1.1.5. Special Terms and Conditions
2.1.1.6. Addendum A to the Special Terms and Conditions
2.1.1.7. Addendum B to the Special Terms and Conditions
2.1.1.8. Uniform Terms and Conditions

2.1.2. Attachment: BPM006393 Solicitation Instructions

2.1.2.1. Special Instructions to Offerors
2.1.2.2. Standard Instructions to Offerors (RFP)

2.1.3. Solicitation Attachments

2.1.3.1. Offer and Acceptance

2.1.3.2. Boycott of Israel Disclosure
2.1.3.3. Forced Labor of Ethnic Uyghurs Ban
2.1.3.4. Confidential Information Designation
2.1.3.5. Conformance Statements and Exceptions Requests
2.1.3.6. Key Personnel
2.1.3.7. Letter of Insurability
2.1.3.8. References
2.1.3.9. Proposed Subcontractors
2.1.3.10. Offeror Questionnaire
2.1.3.11. Financial and Accounting Information
2.1.3.12. Offer Checklist
2.1.3.13. Pricing Document

2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

Scope of Work

1.0 Purpose and Background

1.1 **Purpose:** The State of Arizona is seeking to establish one or more 'statewide' contracts to supply drones, remotely operated devices, and related goods and services for use by the State and its eligible cooperative entities. This contract is intended for the outright purchase of drone systems, and not for as-needed drone operator services.

1.2 **Background:** The State and its eligible cooperative entities have an increasing need to procure and deploy various unmanned devices to facilitate operations in a safe and efficient manner. Missions for these devices include operations in the air, on land, and under water. Examples of practical applications include, but are not limited to: aerial surveillance, aerial mapping, imagery, and land survey, payload delivery and transportation, bomb disposal, hazardous material handling, reconnaissance, threat pacification, search and rescue, and inspection and maintenance.

The State seeks related goods and services necessary to operate these devices in the furtherance of their missions. Examples of related goods and services include, but are not limited to: training, maintenance, parts and accessories, configuration and installation, certification and licensing, software and related software services, and countermeasure systems to aerial, terrestrial, and aquatic devices.

2.0 Scope of Goods and Services

2.1 Aerial Devices

2.1.1 Devices

2.1.1.1 Contractors selling aerial devices shall ensure that products offered meet all regulatory restrictions.

2.1.1.2 Contractors selling aerial devices shall ensure that they are duly authorized to sell the products.

2.1.1.3 Contractors selling aerial devices must notify Purchaser if their unit was refurbished or previously used prior to purchase.

2.1.1.4 Contractor must notify Purchaser of any recall notices from manufacturer and inform Purchaser of their options.

2.1.1.5 Product technical specifications and attributes must be provided to Purchaser upon request.

2.1.1.6 Contractor must specifically document at time of purchase any limitations on fitness for a particular purpose and convey a copy of such documentation to Purchaser. A general statement releasing Contractor from its implied

warranty or fitness for a particular purpose obligations on invoices, receipts, store policy, or other routine documentation sources is not applicable.

2.2 Maintenance and Configuration Services

2.2.1 Contractors providing maintenance or configuration services must disclose if their work will void any warranty from the equipment manufacturer to Purchaser prior to working on the equipment.

2.2.2 Contractor must provide Purchaser with a comprehensive itemized quote for approval prior to beginning any maintenance or configuration services.

2.2.3 Contractor must include delivery date for the completed product/work on the quote.

2.2.4 Work requiring the product to be shipped overseas must be disclosed to Purchaser. Purchaser shall have the right to require work be performed within the United States if a qualified service provider is available.

2.2.5 Payments for work done by a third party/subcontractor must be made to the Contractor.

2.2.6 Finished devices shall be tested by Contractor prior to delivery to Purchaser, and Purchaser shall have the right to require a demonstration pertaining to functionality of work performed at no additional cost prior to acceptance.

2.2.7 Parts

2.2.7.1 Contractor shall make it known to Purchaser prior to purchase if the part being sold is produced by the original equipment manufacturer (OEM) or a separate aftermarket manufacturer. Any disclaimers or consequences for using aftermarket parts instead of OEM parts must be made known to Purchaser prior to purchase.

2.2.7.2 Contractor must make it known to Purchaser if there is any associated restocking/return fee for a product ordered prior to filling the order.

2.2.7.3 Should parts for a model purchased from Contractor be discontinued by the manufacturer, or should Contractor elect to no longer stock replacement parts for a model purchased through this agreement, Contractor must notify Purchaser of the discontinuation within 30 days.

2.2.8 Training and Certification

2.2.8.1 Training classes for applicable FAA licensing and certification must be conducted by trained, qualified instructors.

2.2.9 Countermeasure Systems

2.2.9.1 Contractor shall be duly authorized to sell countermeasure systems for their intended purpose.

2.2.9.2 Materials detailing technical operating limitations must be disclosed and available to Purchaser prior to sale.

2.3 Terrestrial Devices

2.3.1 Devices

2.3.1.1 Contractors selling terrestrial devices shall ensure that products offered meet all regulatory certifications and standards.

2.3.1.2 Contractors selling terrestrial devices shall ensure that they are duly authorized to sell the products.

2.3.1.3 Contractors selling terrestrial devices must notify Purchaser if their unit was refurbished or previously used prior to purchase.

2.3.1.4 Contractor must notify Purchaser of any recall notices from manufacturer and inform Purchaser of their options.

2.3.1.5 Product technical specifications and attributes must be provided to Purchaser upon request.

2.3.1.6 Contractor must specifically document at time of purchase any limitations on fitness for a particular purpose and convey a copy of such documentation to Purchaser. A general statement releasing Contractor from its implied warranty or fitness for a particular purpose obligations on invoices, receipts, store policy, or other routine documentation sources is not applicable.

2.3.2 Maintenance and Configuration Services

2.3.2.1 Contractors providing maintenance or configuration services must disclose if their work will void any warranty from the equipment manufacturer to Purchaser prior to working on the equipment.

2.3.2.2 Contractor must provide Purchaser with a comprehensive itemized quote for approval prior to beginning any maintenance or configuration services.

2.3.2.3 Contractor must include delivery date for the completed product/work on the quote.

2.3.2.4 Work requiring the product to be shipped overseas must be disclosed to Purchaser. Purchaser shall have the right to require work be performed within the United States if a qualified service provider is available.

2.3.2.5 Payments for work done by a third party/subcontractor must be made to Contractor.

2.3.2.6 Finished devices shall be tested by contractor prior to delivery to Purchaser, and Purchaser shall have the right to require a demonstration pertaining to functionality of work performed at no additional cost prior to acceptance.

2.3.3 Parts

2.3.3.1 Contractor shall make it known to Purchaser prior to purchase if the part being sold is produced by the original equipment manufacturer (OEM) or a separate aftermarket manufacturer. Any disclaimers or consequences for using aftermarket parts instead of OEM parts must be made known to Purchaser prior to purchase.

2.3.3.2 Contractor must make it known to Purchaser if there is any associated restocking/return fee for a product ordered prior to filling the order.

2.3.3.3 Should parts for a model purchased from Contractor be discontinued by manufacturer, or should Contractor elect to no longer stock replacement parts for a model purchased through this agreement, Contractor must notify Purchasers of the discontinuation within 30 days.

2.3.4 Training and Certification

2.3.4.1 Training classes for applicable licensing and certification must be conducted by trained, qualified instructors.

2.3.5 Countermeasure Systems

2.3.5.1 Contractor shall be duly authorized to sell countermeasure systems for their intended purpose.

2.3.5.2 Materials detailing technical operating limitations must be disclosed and available to Purchaser prior to sale.

2.4 Aquatic Devices

2.4.1 Devices

2.4.1.1 Contractors selling aquatic devices shall ensure that products offered meet all regulatory restrictions.

2.4.1.2 Contractors selling aquatic devices shall ensure that they are duly authorized to sell the products.

2.4.1.3 Contractors selling aquatic devices must notify Purchaser if their unit was refurbished or previously used prior to purchase.

2.4.1.4 Contractor must notify Purchaser of any recall notices from manufacturer and inform Purchaser of their options.

2.4.1.5 Product technical specifications and attributes must be provided to Purchaser upon request.

2.4.1.6 Contractor must specifically document at time of purchase any limitations on fitness for a particular purpose and convey a copy of such documentation to Purchaser. A general statement releasing Contractor from its implied warranty or fitness for a particular purpose, obligations on invoices, receipts, store policy, or other routine documentation sources is not applicable.

2.4.2 Maintenance and Configuration Services

2.4.2.1 Contractors providing maintenance or configuration services must disclose if their work will void any warranty from the equipment manufacturer to Purchaser prior to working on the equipment.

2.4.2.2 Contractor must provide Purchaser with a comprehensive itemized quote for approval prior to beginning any maintenance or configuration services.

2.4.2.3 Contractor must include delivery date for the completed product/work on the quote.

2.4.2.4 Work requiring the product to be shipped overseas must be disclosed to Purchaser. Purchaser shall have the right to require work be performed within the United States if a qualified service provider is available.

2.4.2.5 Payments for work done by a third party/subcontractor must be made to the Contractor.

2.4.2.6 Finished devices shall be tested by Contractor prior to delivery to Purchaser, and Purchaser shall have the right to require a demonstration pertaining to functionality of work performed at no additional cost prior to acceptance.

2.4.3 Parts

2.4.3.1 Contractor shall make it known to Purchaser prior to purchase if the part being sold is produced by the original equipment manufacturer (OEM) or a separate aftermarket manufacturer. Any disclaimers or consequences for using aftermarket parts instead of OEM parts must be made known to Purchaser prior to purchase.

2.4.3.2 Contractor must make it known to purchaser if there is any associated restocking/return fee for a product ordered prior to filling the order.

2.4.3.3 Should parts for a model purchased from Contractor be discontinued by manufacturer, or should Contractor elect to no longer stock replacement parts for a model purchased through this agreement, Contractor must notify Purchaser of the discontinuation within 30 days.

2.4.4 Training and Certification

2.4.4.1 Training classes for applicable licensing and certification must be conducted by trained, qualified instructors.

2.4.5 Countermeasure Systems

2.4.5.1 Contractor shall be duly authorized to sell countermeasure systems for their intended purpose.

2.4.5.2 Materials detailing technical operating limitations must be disclosed and available to Purchaser prior to sale.

2.5 Software

2.5.1 Functionality

2.5.1.1 Features of the software application shall be made available to Purchaser upon request. Demonstrations may be arranged at Purchaser and Contractor mutual consent. Such demonstrations shall be at no cost to Purchaser.

2.5.1.2 Design and features of software solutions purchased by law enforcement entities shall meet all applicable Criminal Justice Information Services (CJIS) standards for their intended application by the law enforcement entity.

2.5.2 Maintenance and Support

2.5.2.1 Contractor shall provide for regular maintenance, updates, and support of purchased software applications and solutions.

2.5.2.2 Terms of any contractor maintenance and support, service level, or software license agreement that mention automatic renewal or price escalation are void. However, maintenance and support or service level agreement plans with an identified term ordered under this agreement shall survive the expiration of this agreement until the identified term has expired.

2.5.2.3 Contractor shall provide telephone support during business hours and maintain ticket tracking and problem escalation and prioritization procedures.

2.5.3 Configuration and Professional Services

2.5.3.1 Configuration, customization, implementation, training, or other professional services shall be quoted as a not to exceed, all-inclusive project price with identified project timelines and payment/deliverable milestones.

Special Terms and Conditions

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

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

   1.1. Acceptance: The document titled “Offer and Acceptance Form” bearing the state contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

   1.2. Accepted Offer:

      1.2.1. If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.

      1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.

      1.2.3. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.

   1.3. “AI” means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

   1.4. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq*. and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.

   1.5. Arizona Risk and Authorization Management Program (AZRAMP): is used by the Arizona Department of Homeland Security to evaluate Cloud services and Contractors that will transfer, process, or store state data outside of state-managed or controlled networks, and has three levels of control review:

      1.5.1. AZ Mandatory Control Baseline: 35 Controls

      1.5.2. NIST Low Impact Control Baseline: Public Data Classification

1.5.3. NIST Moderate Impact Control Baseline: Confidential Data Classification

1.6. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://azdor.gov/transaction-privilege-tax-tpt

1.7. Attachment. Any item that:

1.7.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

1.7.2. Was attached to an Offer when submitted; and

1.7.3. Was included in the Accepted Offer.

1.8. Cloud Services: Cloud or Cloud Services means any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (Paas) involving the transfer, processing, or storage of state Data outside the control of state-managed and controlled networks.

1.9. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.10. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.11. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.12. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

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

1.13. Data Breach: Data Breach is used herein as defined as stated in A.R.S. Title 18, chapter 5, article 4 (Data Security Breaches), or in any relevant state or federal standard, to indicate an unauthorized acquisition of and unauthorized access that materially

compromises the security or confidentiality of unencrypted and unredacted computerized personal information maintained as part of a database of personal information regarding multiple individuals.

1.14. Eligible Agency:

1.14.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.14.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.14.3. If the Special Terms and Conditions indicate that the Contract is a "cooperative" contract available for use by Co-Op Buyers, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.15. Federal Risk and Authorization Management Program (FedRAMP): A federal government program that provides a standardized approach to security assessment, authorization, and continuous monitoring specifically for Cloud products and services relied upon by federal entities that store, process and transmit federal information.

1.16. Instructions to Offerors: The Solicitation Instructions document of the Solicitation.

1.17. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".

1.18. State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.19. State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the

Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.20. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.21. StateRAMP: A non-profit organization that provides a uniform approach to verifying that the cybersecurity of Cloud service providers (CSPs) meets the standards and regulations needed to do business with state and local governments.

1.22. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4. uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;

2.1.5. uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6. uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

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

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

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Specifications; and

(7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

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

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100,
Phoenix, AZ 85007

3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1. extension of the term of the Contract within the maximum aggregate term; or

3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. Books and Records

3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing Data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Subcontract

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were

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

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

3.8. Orders

3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.

3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b)

State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.

3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.

3.9.1. If State cancels an Order, then State shall:

3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and

3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.

3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co- Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

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

https://spo.az.gov/suppliers/usage-reporting

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

3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co- Op Buyers, as provided for under A.R.S. § 41- 2633. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

https://spo.az.gov/suppliers/usage-reporting.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

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

https://spo.az.gov/suppliers/usage-reporting.

3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as- issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.8.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

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

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

3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;

3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;

3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or

3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12. Work on State Premises

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

3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

3.13. Transitions

3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on

State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

3.13.3. RESERVED

4. Costs and Payments

4.1. Type of Pricing. Offeror shall include only minimum discount off manufacturer's list price in the offer.

4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.

4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances.

4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference

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

4.3. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.

4.3.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.4. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.

4.4.1. Initial Contract prices shall be honored for one year after award of Contract.

4.4.2. The State needs sufficient time to make a fair and equitable determination in response to any Contractor requests for price adjustments. As a result, the State requests that the Contractor provide ninety (90) days advance notice prior to any price adjustment whenever possible, and at a minimum, sixty (60) days advance notice. Requests sent to the State with less than sixty (60) days notice will be denied, unless the Contractor provides proper documentation demonstrating the urgency of the request. The State shall determine whether the price increase is in the best interest of the State.

4.4.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

4.4.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.

4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period.

The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.

4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel/travel-information. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.7. Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

4.8. Invoicing

4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity’s purchasing tool/process.

4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

4.8.2.1. Bill-to name and address;
4.8.2.2. Contractor name and contact information;
4.8.2.3. Remit-to address;
4.8.2.4. Invoice number and date;
4.8.2.5. State contract number;
4.8.2.6. Order number (APP PO number);
4.8.2.7. Material or Service description (itemized);
4.8.2.8. Date(s) Services were performed or Materials were delivered;
4.8.2.9. Applicable payment terms;
4.8.2.10. Quantity delivered or performed;
4.8.2.11. Line item unit of measure;
4.8.2.12. Item price;

4.8.2.13. Extended pricing;
4.8.2.14. Receipt for pass-through expenses (if applicable);
4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
4.8.2.16. Mailing fees (if applicable); and
4.8.2.17. Total invoice amount due.

4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:

4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;

4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co- Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

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

4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.

4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.9. Payments

4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.

4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.

4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

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

4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there

will be no additional fees or increase in prices associated with this method of payment.

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

4.10. Applicable Taxes

4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Assignment and Delegation

5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness,

competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.1.2. In Part. Subject to Special Terms and Conditions sections 3.7 [Subcontract] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6. Risk and Liability

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

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is

applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3. **Insurance Requirements**. **Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

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

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties

7.1. Warranties and Requirements Related to Information Security. Addendum B: Warranties and Requirements Related to Arizona Information Security Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

8. State's Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims

10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Materials

12.1. Applicability. Section 12 applies to the extent the Work is or includes Materials.

12.2. Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor's expense.

12.3. Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.

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

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

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

12.7. Additional Products. State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices offered to a significant number of buyers compare to the prices or discounts proposed for the additional products.

12.8. Discontinued Products. If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within five (5) business days after receiving the manufacturer's notification. State, at its discretion, may allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract. The resulting change to the Contract will be formalized by Contract Amendment. Contractor shall then update all applicable pricing and make the pricing available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products

from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of any discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

12.9. Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

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

12.11. Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within two (2) business days after receiving each Order.

12.12. Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

12.12.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

12.12.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

12.12.3. if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

12.12.4. if the Contract is for unrestricted mandatory statewide and cooperative use, then:

12.12.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

12.12.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

12.12.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

12.13. Conditions at Delivery Location. Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions, access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.

12.14. Materials Acceptance**.** State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe set by the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

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

12.15.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting

and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

12.15.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

12.15.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

12.16. Returns. State may, at its discretion, return for full credit and with no restocking charges, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may, at its discretion, either have those billed directly to Contractor, offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract.

12.17. Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.

12.18. Hazardous Materials. Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the United States Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with (to the extent they are Contractor's responsibility under the Contract) the design, shipping, handling, delivery, installation,

repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

13. General Provisions for Services

13.1. Applicability. Article 13 applies to the extent the Work is or includes Services.

13.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

13.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

13.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

13.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.

13.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

13.7. Requirements at Location of Services

13.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

13.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.

13.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.

13.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

13.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

13.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to

be necessary for employee or public safety, or the protection of property or the environment.

13.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future**.**

14. Data and Information Handling

14.1. Applicability. Article 14 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive Data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

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

14.2.1. Contractor shall provide the State and Eligible Agencies with a copy of its Disaster Recovery plan upon request. The Disaster Recovery plan shall outline the Contractor's actions, with timelines, in the event of a natural disaster, cyber-attack or loss of ability to operate and perform services under this contract.

14.2.2. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external Data Breach, internal Data Breach, system failure, or procedural lapse within twenty-four (24) hours of a Data Breach, by sending an email to the Arizona Department of Homeland Security at AZSOC@azdohs.gov and GRC@azdohs.gov, reporting the incident that occurred; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

14.2.3. Contractor shall not: (a) release any such Data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such Data or information, and instead route all such requests to State's designated representative.

14.3. Personally Identifiable Information. Without limiting the generality of paragraph 14.2, Contractor warrants that it will employ protections for any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

14.3.1. PII has the meaning given in Arizona Revised Statute (A.R.S.) § 18-551; and

14.3.2. "protections" has the meaning given in the National Institute of Standards and Technology (NIST) *Special Publication 800-160, Revision 2, Volume 1*.

NOTE (1): For convenience of reference only, Arizona Revised Statute (A.R.S.) § 18-551 is available at:

https://www.azleg.gov/ars/18/00551.htm

NOTE (2): For convenience of reference only, NIST SP 800-160, Revision 2, Volume 1 is available at:

https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-160v2r1.pdf

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

14.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

14.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and

14.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

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

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

15. Information Technology Work

15.1. Applicability. Article 15 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101(6) "…all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

15.2. Background Checks. Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and Data security

15.3. Information Access

15.3.1. System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary Data or confidential information.

15.3.2. Individual Measures. Contractor personnel shall comply with applicable State policies and procedures regarding Data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform their duties. Contractor shall, on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

15.3.3. Access Control. Contractor is responsible to State for ensuring that hardware, software, Data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or

instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

15.4. Pass-Through Indemnity

15.4.1. Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

15.4.2. Notification of Claims. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

15.4.2.1. State reserves the right to elect to participate in the action at its own expense;

15.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

15.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.

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

15.6. Redress of Infringement

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

15.6.1.1. replace any infringing items with non-infringing ones;

15.6.1.2. obtain for State the right to continue using the infringing items; or

15.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

15.6.2. Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

15.6.2.1. for any software created for State under the Contract, the amount State paid to Contractor for creating it;

15.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

15.6.2.3. for Services, the amount paid by State or an amount equal to twelve (12) months of charges, whichever is less.

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

15.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

15.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

15.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

15.7. First Party Liability Limitation

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

15.7.2. Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless

of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

15.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;

15.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or

15.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

15.7.3. Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then “purchase price” in Subparagraph 15.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

15.7.4. No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

15.8. Information Technology Warranty

15.8.1. Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

15.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

15.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

15.8.1.3. operated in a manner not within its intended use or environment.

15.8.2. COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

15.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

15.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

15.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

15.8.3. Payment has no Effect. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

15.9. Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 15.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 15.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

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

15.10.1. Data.

Addendum A to the Special Terms and Conditions

Contractor Insurance Requirements

1.1 Indemnification Clause

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

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

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the

Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation — Statutory
- Employers' Liability
  - Each Accident — $1,000,000
  - Disease – Each Employee — $1,000,000
  - Disease – Policy Limit — $1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the

life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Addendum B to the Special Terms and Conditions

Warranties and Requirements Related to
Arizona Information Security Statewide Policies, Standards, and Procedures

1. Security Standards
   1.1. Security of the State's systems and Data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
   1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that this link is provided for convenience only.
   1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework
   2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf.
   2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona Data with external, non-State of Arizona entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRamp risk assessment based upon the Data classification involved as determined by the Data owner and AZDOHS Cyber Command. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.

2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.

2.4. Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements

3.1. Contractor shall comply with all security requirements requested by the State.

3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet as found at: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_pre-requisite__0_0.xls, and mitigate gaps or install compensating controls for any issues of concern identified by State.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSPs, WISPs, or written IT policies will not be considered.

3.2.3.2. Submitted SSPs, WISPs, or written IT policies are deleted and not retained after AZRamp Authorization is granted.

3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: GRC@AZDOHS.gov to make special arrangements for the transfer of these documents.

3.2.4. If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contract awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_2017_v2_0_0.xls.

3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).

3.4. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

3.5.1. State of Arizona statewide policies, standards and procedures: https://azdohs.gov/information-technology-it-policies-standards-and-procedures;

3.5.2. Federal Information Security Modernization Act of 2014 (FISMA): https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;

3.5.3. OMB Circular A-130: https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;

3.5.4. National Cyber Strategy of the United States of America: https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;

3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): https://www.hhs.gov/hipaa/index.html;

3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): https://www.irs.gov/pub/irs-pdf/p1075.pdf;

3.5.7. Criminal Justice Information Services Security Policy (CJIS): https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;

3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf;

3.5.9. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: https://www.azleg.gov/arsDetail/?title=18;

3.5.10. A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO): https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm

3.5.11. A.R.S. §18-551 - Definitions Information Security Including PII: https://www.azleg.gov/ars/18/00551.htm;

3.5.12. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm;

3.5.13. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: https://aset.az.gov/node/428;

3.5.14. SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/;

3.5.15. State Environmental policies: https://azdeq.gov/LawsAndRules;

3.5.16. Family Education Rights Privacy Act (FERPA): https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;

3.5.17. Driver's Privacy Protection Act (DPPA): https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records;

3.5.18. Incident Response Reporting program and system: https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;

3.5.19. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/branches/archives-records-management; and

3.5.20. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: https://www.pcisecuritystandards.org.

Uniform Terms and Conditions 10.5

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.5. "Contractor" means any person who has a Contract with the State.

1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.7. "Days" means calendar days unless otherwise specified.

1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits; then
2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be

subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

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

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.

3.16. Certifications Required by State Law.

3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. (“free on board”) Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;
4.6.2. Cancel the Contract; or
4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments

shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, 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.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

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

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

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

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and

permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

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

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

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

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the

Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

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

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement

Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State 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 this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

	Request for Proposal **Solicitation No. BPM006393** **Drones, Remotely Operated Devices, Unmanned Aerial Vehicles, and Related Goods and Services**	Arizona Department of Administration State Procurement Office 1802 West Jackson Street - Number 100 Phoenix, AZ 85007

Attachment 4 - BPM006393 Conformance Statements and Exceptions Requests

Offeror Name: Skydio, Inc.

If taking exceptions, the relevant subsequent sections must be completed. Add additional rows as needed.

This document must be returned in an **Excel** (.xls or .xlsx) format.

NOTE: The STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ ALL INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS. OFFERS WITH EXCEPTIONS MAY BE FOUND NOT SUSCEPTIBLE FOR AWARD UNDER A.A.C. R2-7-C311.

IF NEITHER BOX IS MARKED WITH AN "X" UNDER ANY SECTION BELOW, THE OFFEROR'S RESPONSE TO THAT SECTION WILL BE CONSIDERED "YES" AND STATE WILL INTERPRET THE OFFER AS IF THERE WERE NO EXCEPTIONS TAKEN.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS	
Place an "X" in one of the following boxes to indicate the Offeror's conformance:	
	YES – Offeror acknowledges that it has read and understands the Instructions to Offerors (RFP) of the Solicitation Documents and attests that its Offer complies with all aspects.
X	NO – Offeror acknowledges that it has read and understands the Instructions to Offerors (RFP) in the Solicitation Documents, and attests that its Offer complies with all aspects EXCEPT FOR the exceptions listed below.

Exceptions to Instructions to Offerors (RFP)

Article / Paragraph or Exhibit Reference	RFP language (Copy and paste from Solicitation)	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Special Instructions to Offerors				

Standard Instructions to Offerors (RFP)				

CONFORMANCE TO THE SCOPE OF WORK AND SPECIFICATIONS	
Place an "X" in one of the following boxes to indicate the Offeror's conformance:	
x	YES – Offeror acknowledges that it has read and understands the Scope of Work and Specifications, along with any respective Exhibits, Addendums, and Appendices of the Solicitation Requirements and attests that its Offer complies with all aspects.
	NO – Offeror acknowledges that it has read and understands the Scope of Work and Specifications, along with any respective Exhibits, Addendums, and Appendices of the Solicitation Requirements and attests that its Offer complies with all aspects EXCEPT FOR the exceptions listed below.

Exceptions to Scope of Work and Specifications

Article / Paragraph or Exhibit Reference	RFP language (Copy and paste from Solicitation)	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Scope of Work and Specifications				

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS	
Place an "X" in one of the following boxes to indicate the Offeror's conformance:	
	YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with any respective Exhibits, Addendums, and Appendices of the Solicitation Requirements and attests that its Offer complies with all aspects.

x	NO – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with any respective Exhibits, Addendums, and Appendices of the Solicitation Requirements and attests that its Offer complies with all aspects EXCEPT FOR the exceptions listed below.

Exceptions to Contract Terms & Conditions

Article / Paragraph or Exhibit Reference	RFP language (Copy and paste from Solicitation)	Proposed Changes / Alternate Language	Rationale for Proposed Change	State Response
Special Terms & Conditions				
4.2	Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the Attachments titled Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials. 4.2.1. 4.2.2. 4.2.3. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled	Skydio proposes that this section be marked as "Reserved"	Skydio cannot accept "best pricing" clauses.	
12.11	Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within two (2) business days after receiving each Order.	Delivery Time. Contractor will work with the purchasing agency to ensure timely delivery. Most deliveries are completed within 45 days.	Skydio will ship products as soon as possible, but 2 days is not possible. Skydio typically is in close contact with customers and can accomodate quick delivery, but delivery timelines vary depending on product and manufacturing demand.	

Addendum B to Special Terms & Conditions				
Uniform Terms & Conditions				

	Contract Amendment	Arizona Department of Administration State Procurement Office 1802 West Jackson Street - Number 100 Phoenix, AZ 85007
	Contract Number: CTR074453	
	Amendment 1	

Drones, Remotely Operated Devices, Unmanned Aerial Vehicles, and Related Goods and Services

Skydio Inc.

Pursuant to Uniform Terms and Conditions, Section 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. A new Pricing Sheet entitled "**CTR074453 Pricing Document - Updated 3-19-2025**" has been added.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

	Contract Amendment	Arizona Department of Administration State Procurement Office 1802 West Jackson Street - Number 100 Phoenix, AZ 85007
	Contract Number: CTR074453	
	Amendment 2	

Drones, Remotely Operated Devices, and Related Goods and Services

Skydio Inc.

Pursuant to the above referenced Contract, and the State's Uniform Terms and Conditions, Paragraph 5.1 Amendments, the contract shall be amended as follows:

- In accordance with, Special Terms and Conditions, Paragraph 3.2 Contract Extensions, the contract is hereby extended through November 6, 2026.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Docusign Envelope ID: 1A956121-EEF6-8137-82BE-82AE75E80C33

Skydio, Inc.
3000 Clearview Way
San Mateo, CA 94402
United States
(855) 463-5902
orderadmin@skydio.com

Order Form

Order Form #:	Q-52239
Created Date:	3/30/2026
Expiration Date:	6/12/2026
Prepared By:	Eric Foote
Prepared By Email:	eric.foote@skydio.com

Customer Information

Customer: Chino Valley Police Department (AZ)

Billing Information
Chino Valley Police Department (AZ)
202 N. State Route 89
Chino Valley, ARIZONA 86323
United States

Billing Contact (for Invoices)
Marrilee Easton
measton@chinoaz.net
928-636-3662

Shipping Information
Chino Valley Police Department (AZ)
202 N. State Route 89
Chino Valley, Arizona 86323
United States

Shipping Contact
Jon Szymanski
jszymanski@chinoaz.net
928-636-3662

Order Contact
Terri Denemy
tdenemy@chinoaz.net
928-636-3662

A La Carte

Hardware + Perpetual Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4KITPLDFR	Skydio X10 Patrol-Led DFR Kit	1.00		$20,700.00	$20,700.00	$20,700.00
DR4ATTSPK	Skydio Speaker for X10	1.00		$320.00	$320.00	$320.00
DR4ATTSPTL	Skydio Spotlight for X10	1.00		$265.00	$265.00	$265.00
					Hardware + Perpetual Software Subtotal:	$21,285.00

Cloud Based Software

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4PLDFRCR5G	Skydio X10 Patrol-Led DFR Plan with Cellular Data	1.00	36	$17,418.53	$14,228.97	$14,228.97
					Cloud Based Software Subtotal:	$14,228.97

Services

Product Code	Product Name	QTY	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4PLDFRCRMA	DFR Patrol Services - Premium Solution	1.00	36	$10,020.34	$9,148.45	$9,148.45
					Services Subtotal:	$9,148.45

Totals

Total Fees	$48,723.87
Discount	$4,061.45
Total After Discount	$44,662.42
Estimated Shipping	$157.33
Grand Total	$44,819.75

Docusign Envelope ID: 1A956121-EEF6-8137-82BE-82AE75E80C33

Special Terms

By signing below, Skydio and Customer agree that this Order Form supersedes and replaces Order Form Q-10307 - Revision 2 signed on April 15, 2026.

Skydio V200 and VT300 gimbals are export-controlled items, with export control classification number (ECCN) 6A003.b.4.b. If Skydio delivers an export controlled item to a customer in the U.S. and that customer intends to export, re-export, or transfer the item (including "deemed exports" to foreign nationals within the U.S.), it is the Customer's sole responsibility to comply with all applicable U.S. export laws and regulations, including obtaining any required licenses. Diversion contrary to U.S. law is prohibited.

Certain items in this order may be subject to certification requirements under United States federal and/or state laws. Skydio's delivery of any such item within the United States is contingent upon completion of applicable USbased certification processes. Skydio shall bear sole responsibility for such certification processes unless the parties otherwise mutually agreed in writing, and will provide a full refund to Customer for any affected items for which Skydio is unable to obtain applicable US-based certification.

This purchase is governed by Contract #CTR074453, "Drones, Remotely Operated Devices, Unmanned Aerial Vehicles, and Related Goods and Services", and Skydio's terms and conditions referenced below.

Customer acknowledges and agrees that, unless otherwise agreed in writing, any SaaS Services provided under this Order Form will be hosted in the United States.

Terms and Conditions

This Order Form shall be incorporated in, governed by, and subject to the Skydio Enterprise Terms of Service and Conditions of Sale ("Skydio Terms") located at https://www.skydio.com/legal unless there is a separate agreement signed by both Customer and Skydio). The product descriptions and definitions are set forth in Exhibit A. In the event of any conflict, the order of precedence shall be the Order Form, followed by any other agreement signed by both Customer and Skydio, and finally the Skydio Terms.

The purchase prices and fees listed in this Order Form do not include taxes or duties, and may include an annual uplift to cover inflation. Any discount pricing or bundling is contingent on Customer timely paying for all products and services in this Order Form.

All Orders are non-cancelable and any fees paid are non-refundable unless explicitly stated otherwise on this Order Form.

Lead Times: Manufacturing lead times are at least 30 days from the date this Order Form is fully signed.

Standard Shipping: Standard Shipping means ground shipping based on weight and package size as prepared for delivery. Unless noted otherwise, shipping fees shown on the Order Form are for Standard Shipping.

Expedited Shipping: Any expedited shipping requests, or requests to ship to multiple locations, made after execution of the Order Form will incur additional fees, which will be added to the invoice at the time of shipping. Skydio will make reasonable efforts to accommodate such requests but reserves the right to notify Customer of any increased shipping fees, which must be approved by Customer via email before proceeding.

All delivery dates are estimates only.

Additional Information

Is there a purchase order (PO) number or other reference number that you would like us to include on your invoice and packing slip (if applicable)?

[ ] No
[X] Yes - Please complete below

PO or Reference Number: _____

Please email any purchase orders or tax exemption documentation to orderadmin@skydio.com

Any inclusion of Customer's PO Number or PO Amount is for reference purposes only. Furthermore, any terms or conditions contained on any Customer PO shall not be binding on Skydio, and no action by Skydio (including the reference of the Customer's PO Number on invoicing, shipment of the ordered products, activation of any licensed software, etc.) shall be construed as Skydio's acceptance of such terms or conditions.

This Order Form has been executed by the parties' authorized representatives as of the dates of their respective signatures below.

Customer	Skydio Inc.
Signature: Terri Denemy	Signature: Tom McLaughlin
Name: Terri Denemy	Name: Tom McLaughlin
Title: Town Manager	Title: VP Controller
Date: 6/11/2026	Date: 6/15/2026

Docusign Envelope ID: 1A956121-EEF6-8137-82BE-82AE75E80C33

Exhibit A: Product Descriptions and Definitions

Product Name	Description
Skydio X10 Patrol-Led DFR Plan with Cellular Data	Skydio X10 Patrol-Led DFR Plan enables public safety agencies to operate Drone as First Responder programs with DFR Command. Includes one (1) Skydio DFR Command for X10 Patrol subscription and one (1) cellular data plan for the X10 and controller. Includes access to all Skydio Extend APIs, Axon Integrations, and Extend Partner Integrations. Price is annual per drone.
DFR Patrol Services - Premium Solution	Includes one (1) parachute for X10 plan. The plan covers one (1) parachute attachment hardware with unlimited deployment repacks and useful life hardware replacements as determined by Skydio. Customer is responsible for the replacement of the parachute attachment on the drone in accordance with Skydio recommendation. Customer will be charged the full cost of the parachute if Skydio fails to receive the replaced hardware within thirty (30) days of the shipment. Includes access to a discounted and fixed repair and replacement price of $990 per X10 vehicle, up to 3 units over customer's purchased term, beginning on the date of customer receipt of X10. Customer will be charged the full cost of the replacement drone if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment. Includes access to Skydio Academy Online content. Price is annual.
Skydio X10 Patrol-Led DFR Kit	Includes one (1) Skydio X10 Ready Kit (2.4/5 GHz, 5G/LTE Ready: SIM Card Included, IR) NA + VT300-Z [Kit includes one (1) Skydio X10 + VT300-Z, one (1) Controller, one (1) Ready Case, one (1) set additional propellers, three (3) batteries, and one (1) dual charger with cords. Includes one (1) license to Skydio Autonomy Drone Software that allows the drone to see, understand, and act upon the world. License is perpetual and non-transferable. Data sold separately.], one (1) Skydio NightSense with IR Attachment for X10.
Skydio Speaker for X10	One (1) speaker attachment that can be carried by the Skydio X10.
Skydio Spotlight for X10	One (1) spotlight attachment that can be carried by the Skydio X10.

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4b
MEETING DATE: 8/25/2026
CONTACT PERSON: Ryan Anderson, Public Works Director, Steven Sullivan, Town Engineer / Assistant Public Works Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:
Consideration and possible action to approve two Cooperative Purchasing Agreements: one with San Tan Ford to purchase two 2027 Ford Police Interceptor Utility Vehicles for $100,668.57, and another with Northern Arizona Upfitters for vehicle upfitting for $62,798.66, for a total of $163,467.23.

SUMMARY:
The FY26/27 budget includes the replacement of two full patrol units for $180,000. The proposed includes:

- Purchasing two 2027 Ford Police Interceptor Utility Vehicles from San Tan Ford for $100,668.57 utilizing AZ State Procurement Contract CTR059323
- Upfitting the two vehicles performed by Northern Arizona Upfitters for $62,798.66 utilizing Yavapai County Contract #2026-161. The attached quote of $31,399.33 is per vehicle.

The total cost is $163,467.23.

PREVIOUS ACTION:
N/A

STAFF RECOMMENDATION:
Approve the Cooperative Purchasing Agreements with San Tan Ford and Northern Arizona Upfitters for the purchase and upfitting of two police vehicles in the amount of $163,467.23.

FISCAL IMPACT?

Available budget: Capital Asset Replacement Fund - Police Vehicle Replacements	$180,000.00
Less this approval item: Cooperative Purchasing Agreement with San Tan Ford Cooperative Purchasing Agreement with Northern Arizona Upfitters	 -100,668.57 -62,798.66
Remaining budget: Capital Asset Replacement Fund - Police Vehicle Replacements	$16,532.77

ATTACHMENTS:

1.	AGR - CPA - San Tan Ford - Two 2027 Police Interceptor Utility AWD Base (8.18.26)

2.	San Tan Ford Exhibit A - State Contract CTR059323 w: Amendments
3.	San Tan Ford Exhibit B - Purchase Order
4.	AGR - CPA - Northern Arizona Upfitters (8.18.26)
5.	Northern AZ Upfitters Exhibit A - County Contract 2026-161
6.	Northern AZ Upfitters Exhibit B - Purchase Order

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
DBA SAN TAN FORD

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 25, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and San Tan Auto Partners, LLC, an Arizona limited liability company dba San Tan Ford (the "Vendor"). The Town and the Vendor are the only parties to this Agreement; each is a "Party," and together they are the "Parties."

RECITALS

A. On March 17, 2022, after a competitive procurement process, the State of Arizona (the "State") and the Vendor entered into Contract No. CTR059323, which has been amended four times since (all undated), for the purchase of new vehicles (collectively, the "State Contract"). A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town may purchase such vehicles under the State Contract, at its discretion and with the Vendor's agreement.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with two vehicles as more particularly set forth in Section 2 below (the "Vehicles"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicles.

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 Parties 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 August 24, 2027, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. The Vendor shall provide the Vehicles to the Town under the terms and conditions of the State Contract and in the configuration set forth in Quote ID 70626-4 (the "Purchase Order"), attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicles are subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement or the State

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 a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed $100,668.57 for the Vehicles at the unit rate set forth in the State Contract and as more particularly set forth in the Purchase Order.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicles and submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document the Vehicles delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the State 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, the 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 of the Vendor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit 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, the 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 the Vendor pursuant to this Agreement. The 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 the Vendor or its subcontractors reasonable advance notice of intended audits. The 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). The Vendor's or its subcontractors' 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. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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 the 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. The 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, including any amendments, the State Contract, the Purchase Order, and the invoice, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State 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 the State to the extent provided under the State 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.

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, 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:

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 the Vendor:	San Tan Auto Partners, LLC, dba San Tan Ford 1429 East Motorplex Loop Gilbert, Arizona 85297-0410 Attn: Joe Sanchez

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.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same Agreement.

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

"**Town**"	"**Vendor**"
TOWN OF CHINO VALLEY, an Arizona municipal corporation	SAN TAN AUTO PARTNERS, LLC, an Arizona limited liability company dba SAN TAN FORD
_____ Tom Armstrong, Mayor	_____ Joe Sanchez, Government Fleet Account Manager

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

EXHIBIT A
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
DBA SAN TAN FORD

[State Contract CTR059323]

See following pages.

EXHIBIT B
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
DBA SAN TAN FORD

[Purchase Order]

See following pages.

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

San Tan Auto Partners DBA San Tan Ford	
Offeror (Company) Name	Signature of Person Authorized to Sign Offer
1429 E Motorplex Loop	Joe Sanchez 1/18/2022
Address	Printed Name Date
Gilbert AZ 85297	Government Fleet Account Manager
City State Zip	Title
joesanchez@santanford.com	480-621-3741
Email Address	Phone Number
fleetsales@santanford.com	480-621-3796
Company Email Address	Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059323 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
Pamela Ward
39C610E38A3F4BB...
Procurement Officer

3/10/2022
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

TABLE OF CONTENTS

SECTION	PAGE
Notice	1
Table of Contents	2
Scope of Work	3
Special Terms and Conditions	7
Uniform Terms and Conditions	19
Federal Provisions	29

EXHIBITS

1 - Title VI/Non-Discrimination Assurances Appendix A	73
2 - Title VI/Non-Discrimination Assurances Appendix E	74
3- Usage Report Exhibit 3	75
4- On-site Manufacturer inspection Compliance Certification Exhibit 4	76
5- Pre-Award Audit and Certification Exhibit 5	77
6- Purchaser's Pre-Award Requirements Certification Exhibit 6	78
7- Post-Award Certification and Requirements Exhibit 7	79
8- Purchaser's Post-Award Requirements Certification Exhibit 8	81

1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

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

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

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

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

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

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

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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 contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; 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.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State 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 this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

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

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- [X] **Category One: Phase One (1) Vehicle Purchases**
- [X] **Category Two: Phase Two (2) Vehicle Purchases**
- [X] **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
Ford Mustang	11%
Ford Mustang Mach-e	-1%
Ford EcoSport	8%
Ford Escape	9%
Ford Edge	13%
Ford Explorer	11%
Ford Expedition	13%
Ford Bronco Sport	10%
Ford Bronco	8%
Ford Maverick	6%
Ford Ranger	14%
Ford F150	11%
Ford F-Super Duty	12%

Ford Transit Connect	11%
Ford Transit	9%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
Ford Mustang	2%
Ford Mustang Mach-e	-5%
Ford EcoSport	3%
Ford Escape	3%
Ford Edge	4%
Ford Explorer	3%
Ford Expedition	4%
Ford Bronco Sport	3%
Ford Bronco	2%
Ford Maverick	3%
Ford Ranger	8%
Ford F150	1%
Ford F-Super Duty	8%
Ford Transit Connect	7%
Ford Transit	5%

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☒Apache	$300	☒ Greenlee	$300	☒ Pima	$250
☒ Cochise	$300	☒ La Paz	$300	☒ Pinal	$0
☒ Coconino	$250	☒ Maricopa	$0	☒ Santa Cruz	$300
☒ Gila	$0	☒ Mohave	$350	☒ Yavapai	$150
☒ Graham	$250	☒ Navajo	$250	☒ Yuma	$300

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

Estimated Usage Quantity	**PHASE ONE (1) Base Model Vehicle**	**Base Price for Phase One (1)**	**Additional Information**
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,746.00	
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$35,158.00	
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$27,723.00	

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$25,415.00	
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$39,890.00	
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$31,702.00	

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners LLC	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners	**AMENDMENT NO.: Two (2)**
DESCRIPTION: CTR059323 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.

3. All other terms, conditions and provisions of this contract remain unchanged.

FORCED LABOR OF ETHNIC UYGHURS BAN

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐	The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Contractor.** Indicate which of the following statements applies to this Contractor (may be more than one): ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

San Tan Ford
Company Name

1429 E Motorplex Loop
Address

Gilbert AZ 85142
City State Zip

Signature of Person Authorized to Sign

Joe Sanchez
Printed Name

Government Fleet Director
Title

October 30, 2023
Date

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners	AMENDMENT NO.: Three (3)
DESCRIPTION: CTR059323 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners	AMENDMENT NO.: Four (4)
DESCRIPTION: CTR059323 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Four (4) to mutually extend this contract from March 17, 2026 through March 16, 2027 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

Prepared for: Matt Green, Fleet Supervisor, Town of Chino Valley
Office: 928-636-2646 | Mobile: 928-499-5146
Email: mgreen@chinoaz.net
End User FIN Code: KA595

Ship to:
Matt Green, Town of Chino Valley

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715

Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 70626-4
Date: 07/06/2026

Government Fleet Account Manager
Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: July 6, 2026

Customer: **Town of Chino Valley**

Line Item/State Contract #: K8A / CTR059323

Vehicle Description: 2027 Ford Police Interceptor Utility

with 3.3L V6 Gas Engine

	Base Bid Price	**$51,405.00**
	Upgrade Options	
1	11% Base Bid Price Discount	(5,654.55)
2	Driver Only LED Bulb Spot Lamp	Included in Price
3	Keyed Alike - 1284X	Included in Price
4	Rear Console Plate	Included in Price
5	Window Tint	300.00
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		($5,354.55)
	Bid Price (with options)	**$46,050.45**
	Number of Tires on Vehicle:	**5**
	Tire Disposal Fee ($2.33 / Tire)	$11.65
	Sales Tax (8.30%)	$3,822.19
	Ford Extended Service Plan	
	Transportation Fee	**$450.00**
	Total Delivered Price	$50,334.29
Quantity **2**	**Total Quantity Price**	**$100,668.57**

Notes:

Thank You,
Joe

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- Tires: 255/60R18 as BSW* *- Wheels: 18" X 8" 5-Spoke Painted Black Steel* *Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*
Emissions	
423	50-State Emissions System Not Required *Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations. In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936).*
Powertrain	
99B	Engine: 3.3L V6 Direct-Injection Late availability. *136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*
44U	Transmission: 10-Speed Automatic (44U)
STDAX	3.73 Axle Ratio

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

As Configured Vehicle (cont'd)

Code	Description
Wheels & Tires	
STDTR	Tires: 255/60R18 as BSW
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel *Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.*
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *Includes:* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*
153	Front License Plate Bracket
51R	Driver Only LED Bulb Spot Lamp (Unity)
18D	Global Lock/Unlock Feature *Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + PAITRO timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.*
59B	Keyed Alike - 1284x
85R	Rear Console Plate *Contours through 2nd row; channel for wiring.*

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

As Configured Vehicle (cont'd)

Code	Description
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is lengthening the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Fleets must have a valid Fleet Identification Number (FIN code) to receive the warranty and the vehicle must be sold with a fleet sales type.*
Exterior Color	
YZ_01	Oxford White
Interior Color	
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

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Prepared for: Matt Green
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
07/06/2026

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Pricing Summary - Single Vehicle

Vehicle Pricing

	MSRP
Base Vehicle Price	$49,050.00
Options	$560.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,795.00
Subtotal	$51,405.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-$5,654.55
Tint	Window Tint	$300.00
Subtotal		$46,050.45

Sales Taxes

Code	Description	MSRP
State Tax	Arizona State Sales Tax	$2,901.18
City Tax 2	Gilbert Sales Tax	$921.01
Subtotal		$49,872.64

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax-2	Tire Tax	$11.65
$2.33 per Tire		
Shipping	Shipping from Gilbert to Chino Valley	$450.00
Subtotal		$50,334.29
Total		$50,334.29

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

	MSRP
Vehicle Pricing	
Base Vehicle Price	$98,100.00
Options	$1,120.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$3,590.00
Subtotal	$102,810.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-$11,309.10
Tint	Window Tint	$600.00
Subtotal		$92,100.90

Sales Taxes

Code	Description	MSRP
State Tax	Arizona State Sales Tax	$5,802.36
City Tax 2	Gilbert Sales Tax	$1,842.02
Subtotal		$99,745.28

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax-2	Tire Tax	$23.30
$2.33 per Tire		
Shipping	Shipping from Gilbert to Chino Valley	$900.00
Subtotal		$100,668.58
Total		$100,668.58

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07/06/2026

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Pricing Summary - Multiple Vehicles

Customer Signature

Acceptance Date

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,000 lbs.
- GCWR: 10,500 lbs.
- Vehicle body length: 198.8"
- Vehicle body width: 82.6"
- Vehicle body height: 69.4"
- Wheelbase: 119.1"
- Front track: 66.9"
- Rear track: 66.9"
- Interior rear cargo volume: 52.3 cu.ft.
- Interior rear cargo volume with seats folded: 90.6 cu.ft.
- Max interior rear cargo volume: 90.6 cu.ft.
- Total passenger volume: 118.0 cu.ft.
- Headroom first-row: 40.7"
- Headroom second-row: 40.4"
- Leg room first-row: 43.0"
- Leg room second-row: 40.7"
- Shoulder room first-row: 61.8"
- Shoulder room second-row: 61.3"
- Hip room first-row: 59.3"
- Hip room second-row: 59.1"

Powertrain

- Spark ignition system
- * **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
- Engine cylinders: V-6
- Horsepower: 285 HP@6500 RPM
- Torque: 260 lb.-ft.@4000 RPM
- Engine oil cooler
- Heavy-duty radiator
- 10-speed automatic
- Automatic full-time AWD
- All-wheel drive
- Recommended fuel: regular unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Permanent locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- ULEV II emissions
- * **E85 additional fuel types**

Suspension and Handling

- Standard ride suspension
- Gas-pressurized front shock absorbers
- Gas-pressurized rear shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes
- 4-wheel antilock (ABS) brakes
- Four channel ABS brakes
- Brake assist system
- Hill start assist
- Independent front suspension
- Strut front suspension
- Front anti-roll bar
- Front coil springs
- Independent rear suspension
- Rear anti-roll bar
- Multi-link rear suspension
- Electric power-assist steering system
- Rack-pinion steering
- 2-wheel steering system

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Body Exterior

- Trailer wiring harness
- Monotone paint
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Body-coloured rear bumper
- Black rear bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- 4 doors
- Body-coloured bodyside cladding
- Black side window trim
- Black windshield trim
- Front tow hook
- Black front bumper rub strip
- Black grille
- Standard style side mirrors
* **Exterior mirror LED spot lights**
- Black door mirrors
- Conventional left rear passenger door
- Conventional right rear passenger door
- Liftgate rear cargo door
- P255/60RW18 AS BSW front and rear tires
- 18 x 8-inch front and rear black steel wheels

Convenience

- Power door locks
- Keyfob activated door locks
- Power tailgate/rear door lock
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Power first-row windows
- Cargo area tray/organizer
- Driver foot rest
- Power cargo area access release
- Heated rear wiper park
- Rear window defroster
- Fixed rear windshield
- Yes rear windshield wipers
- Locking glove box
- Driver and passenger door bins
- Dashboard storage
- Retained accessory power
- Trip computer
- PRND in IP

Comfort

- Automatic climate control
- Dual-zone front climate control
- Rear climate control system
- Cabin air filter
- Rear under seat climate control ducts
- Cloth headliner material
- Full headliner coverage
- Full vinyl floor covering
- Full floor coverage
- Vinyl rear seat upholstery
- Carpet rear seatback upholstery
- Urethane steering wheel
- Manual tilting steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Bucket front seats
- Driver seat with 6-way directional controls
- Front passenger seat with 4-way directional controls
- Height adjustable front seat head restraints
- Manual front seat head restraint control

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- Cloth front seat upholstery
- Power height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Manual front passenger seat lumbar

Entertainment Features

- 1 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 4
- Voice activated audio controls
- Bluetooth wireless audio streaming
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- Digital clock
- Redundant digital speedometer
- Tachometer
- Engine hour meter
- Gauge cluster display size (inches): 12.30
- Projector beam headlights
- Auto on/off headlight control
- DRL preference setting
- Speed sensitive wipers
- Rear reading lights
- Daytime running lights
- LED brake lights
- Digital/analog instrumentation display
- Full gauge cluster screen
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Traction battery level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

Technology and Telematics

- Vehicle integrated emergency SOS system
- Apple CarPlay/Android Auto smart device mirroring
- 2 USB ports
- Bluetooth handsfree wireless device connectivity
- Fleet Telematics Modem selective service internet access

Safety and Security

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

- Driver front impact airbag
- Curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Passenger side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Fleet Telematics Modem vehicle tracker
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- External acoustic pedestrian alert
- Electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Rear camera with washer
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

* **Curb weight**	**4,718 lbs.**	* **GVWR**	**6,465 lbs.**
Payload	1,500 lbs.		

Trailering Weights

Conventional capacity	5,000 lbs.	GCWR	10,500 lbs.

Off Road

* **Min ground clearance**	**7.6"**	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.4"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.3 cu.ft.	Max interior rear cargo volume	90.6 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.6 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume	118.0 cu.ft.

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.0"	Leg room second-row	40.7"

Shoulder Room

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"

Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"

Powertrain

Engine

* **Engine**	**3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.3L	cc	204 cu.in.
Bore	3.56"	Stroke	3.41"
Compression ratio	12.0		

Engine Power

Horsepower	285 HP@6500 RPM	Torque	260 lb.-ft.@4000 RPM

Alternator

* **Alternator amps**	**250A**	* **Alternator type**	**Regular duty alternator**

Battery

Battery amps	92Ah	Battery type	HD lead acid battery
Battery rating	850CCA		

Engine Extras

Engine cooler	Engine oil cooler	Radiator	Heavy-duty radiator

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Transmission oil cooler	Transmission oil cooler		

Drive Type

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

4WD type ..... Automatic full-time AWD
Drive type ..... All-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe ..... Stainless steel dual exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler
* **Fuel tank capacity** ..... **21.40 gal.**

Drive Feature

Traction control .. All-speed ABS and driveline traction control
Locking hub control .... Permanent locking hub control

Provisions

Provisions ..... Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type .... Gasoline secondary fuel type

Emissions

Emissions ..... ULEV II emissions
Emissions tiers ..... Tier 2 Bin 5 emissions
* **Emissions extras exemption** **Emissions extras not required**

Fuel Economy (Alternate 1)

* **Additional fuel types** ..... **E85 additional fuel types**

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ... Gas-pressurized front shock absorbers
Rear shock absorbers .... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front and rear ventilated disc brakes

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

ABS brakes ..... Four channel ABS brakes
ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear coil springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Rear anti-roll ..... Rear anti-roll bar
Suspension type rear ..... Multi-link rear suspension
Suspension ride type rear ..... Independent rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type ..... Rack-pinion steering
Steering type number of wheels ..... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 18"
Front wheels width ..... 8"

Rear Wheels

Rear wheels diameter ..... 18"
Rear wheels width ..... 8"

Front And Rear Wheels

Appearance ..... black
Material ..... steel

Front Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

Rear Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Body Exterior

Trailering

Towing class ..... Class III tow rating
Towing hitch ..... Trailer hitch
Towing wiring harness ..... Trailer wiring harness

Exterior Features

Number of doors ..... 4 doors
* **License plate front bracket** ..... **Front license plate bracket**

Body

Body panels ..... Galvanized steel and aluminum body panels with side impact beams

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler ..... Rear lip spoiler

Wheels

Wheel covers ..... Wheel hub covers

Convenience

Door Locks

Door locks ..... Power door locks
Keyfob door locks ..... Keyfob activated door locks
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Cargo Features

Cargo tie downs ..... Cargo area tie downs
Cargo light ..... Cargo area light

Cargo Trim

Cargo floor type ..... Carpet cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Power cargo area access release

Rear Windshield

Rear window defroster ..... Rear window defroster
Rear windshield ..... Fixed rear windshield
Rear windshield wipers ..... Yes rear windshield wipers
Heated wiper area ..... Heated rear wiper park

Storage

Door bins front ..... Driver and passenger door bins
Glove box ..... Locking glove box
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows
Third-row windows ..... Fixed third-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power

Comfort

Climate Control

Climate control ..... Automatic climate control
Dual-zone front climate control ..... Dual-zone front climate control
Cabin air filter ..... Cabin air filter
Rear climate control ..... Rear climate control system

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Door Trim

Door panel insert ..... Metal-look door panel insert

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic .. Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls
Height adjustable driver seat Power height adjustable driver seat
Driver seat fore/aft control .. Power driver seat fore/aft control
Passenger seat direction Front passenger seat with 4-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control .... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control .... Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats 35-30-35 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position . Fold forward rear seatback
Rear head restraints Height adjustable rear seat head restraints
Rear head restraint control .... Manual rear seat head restraint control
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Driver lumbar ..... Manual driver seat lumbar
Front passenger lumbar ..... Manual front passenger seat lumbar

Front Seat Trim

Front seat upholstery ..... Cloth front seat upholstery
Front seatback upholstery ..... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Metal-look interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display
Number of first-row displays ..... 1 total number of 1st row displays
Primary display size ..... 8 inch primary display

Radio Features

Aux input jack ..... Auxiliary input jack
External memory ..... External memory control
Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers
Speakers number 4

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
Speed sensitive volume ..... Speed sensitive volume
Voice activated audio ..... Voice activated audio controls
Wireless streaming ..... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ..... Metal-look instrument panel insert

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display ..... Digital/analog instrumentation display

Instrumentation Displays

Speedometer ..... Redundant digital speedometer
Driver information center ..... Driver information center
Clock ..... Digital clock
Compass ..... Compass

Instrumentation Gauges

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2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

Tachometer ..... Tachometer
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Engine hour meter ..... Engine hour meter
Traction battery level gauge ..... Traction battery level gauge
Gauge cluster display size (inches) 12.30

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning
Low fuel warning ..... Low fuel warning
Low brake fluid warning ..... Low brake fluid warning
Headlights on reminder ..... Headlights on reminder
Door ajar warning ..... Door ajar warning
Service interval warning ..... Service interval indicator
Oil pressure warning ..... Oil pressure warning
Low washer fluid warning ..... Low washer fluid warning
Battery charge warning ..... Battery charge warning
Key in vehicle warning ..... Key in vehicle warning
Trunk warning ..... Rear cargo ajar warning
Low tire pressure warning ..... Tire specific low air pressure warning

Glass

Tinted windows ..... Deep tinted windows

Headlights

Headlights ..... LED low and high beam headlights
Auto headlights ..... Auto on/off headlight control
DRL preference setting ..... DRL preference setting
Headlight type ..... Projector beam headlights
Multiple headlights ..... Multiple enclosed headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers
Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

Variable panel light ..... Variable instrument panel light
Rear reading lights ..... Rear reading lights
Front reading lights ..... Front reading lights

Lights

Running lights ..... Daytime running lights
LED brake lights ..... LED brake lights
Interior courtesy lights ..... Fade interior courtesy lights
High mount stop light ..... High mounted center stop light

Technology and Telematics

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity
Emergency SOS ..... Vehicle integrated emergency SOS system
Smart device integration ..... Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access ..... Fleet Telematics Modem selective service internet access

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Selected Equip & Specs (cont'd)

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag
Front impact airbag passenger ..... Passenger front impact airbag
Front side impact airbag driver .... Seat mounted side impact driver airbag
Occupancy sensor ..... Airbag occupancy sensor
Number of airbags ..... 7 airbags
Knee airbag ..... Passenger side knee airbag
Front side impact airbag passenger .... Seat mounted side impact front passenger airbag
Overhead airbags ..... Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt
Seatbelt pretensioners ... Front seatbelt pretensioners
Height adjustable seatbelts ... Front height adjustable seatbelts
Seatbelt pretensioners number ..... 2 seatbelt pre-tensioners

Security System

Vehicle tracker ..... Fleet Telematics Modem vehicle tracker
Security system ..... Security system

Active Driving Assistance

Blind spot ..... BLIS (Blind Spot Information System)
Rear collision warning .... Rear Cross-Traffic Braking collision mitigation
External acoustic pedestrian alert ... External acoustic pedestrian alert
Forward collision warning .... Pre-Collision Assist with Pedestrian Detection
Pedestrian detection ..... Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera ..... Rear camera with washer

Traction Control

Electronic stability control ... Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors ..... Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks ... Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715 | Quote ID: 70626-4

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty ..... 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NORTHERN ARIZONA UPFITTERS, LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 25, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Northern Arizona Upfitters, LLC, an Arizona limited liability company (the "Vendor"). The Town and the Vendor are the only parties to this Agreement; each is a "Party," and together they are the "Parties."

RECITALS

A. On May 21, 2026, after a competitive procurement process, Yavapai County, Arizona (the "County"), and the Vendor entered into Contract No. 2026-161 for the upfitting—customization and modification—of law enforcement vehicles and other emergency and non-emergency vehicles (the "County Contract"). A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town may purchase such services under the County Contract, at its discretion and with the Vendor's agreement.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the County Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with vehicle upfitting services as more particularly set forth in Section 2 below (the "Services"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 August 24, 2027, unless terminated as otherwise provided in this Agreement or the County Contract.

2. Scope of Work. The Vendor shall provide the Services to the Town under the terms and conditions of the County Contract and in the configuration set forth in Estimate 260029 (the "Purchase Order"), attached hereto as Exhibit B and incorporated herein by reference. Although Estimate 260029 reflects the configuration and pricing for one vehicle, the same configuration and pricing shall apply to each of the two vehicles purchased under this Agreement.

3. Inspection; Acceptance. The Services are subject to final inspection and acceptance by the Town. A Service failing to conform to the requirements of this Agreement or the County 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 a non-conforming Service, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Service into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed $62,798.66 for the Services at the unit rate set forth in the County Contract and as more particularly set forth in the Purchase Order.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Services and submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document the Services delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the County 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, the 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 of the Vendor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit 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, the 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 the Vendor pursuant to this Agreement. The 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 the Vendor or its subcontractors reasonable advance notice of intended audits. The 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). The Vendor's or its subcontractors' 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. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not

engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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 the 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. The 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, including any amendments, the County Contract, the Purchase Order, and the invoice, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the County Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the County Contract) for the purposes of the portions of the County 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 the State to the extent provided under the County 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.

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, 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:

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 the Vendor:	Northern Arizona Upfitters, LLC 2604 N 3rd St Ste A Prescott Valley, AZ 86314-3505

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.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same Agreement.

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

"**Town**"	"**Vendor**"
TOWN OF CHINO VALLEY, an Arizona municipal corporation	NORTHERN ARIZONA UPFITTERS, LLC, an Arizona limited liability company
_____ Tom Armstrong, Mayor	_____ Signature
ATTEST:	_____ Name
_____ Erin N. Deskins, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

EXHIBIT A
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NORTHERN ARIZONA UPFITTERS, LLC

[County Contract 2026-161]

See following pages.

EXHIBIT B
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
NORTHERN ARIZONA UPFITTERS, LLC

[Purchase Order]

See following pages.

YAVAPAI COUNTY CONTRACT

BETWEEN YAVAPAI COUNTY

AND

Northern Arizona Upfitters, LLC

Contract #2026-161

This Yavapai County Contract (hereinafter this "Contract") is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "County") and Northern Arizona Upfitters, LLC, a(n) Limited Liability Company (hereinafter the "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on February 19, 2026, the County issued a Request for Proposal, Solicitation No RFP 26-FLT-01 ("RFP" or "Solicitation"); and,

WHEREAS, upon evaluation of the Offers as submitted, the County, upon a determination that Contractor is a Responsible Offeror whose Offer conforms to the requirements as set forth in the RFP and is the most advantageous to the County concerning price and conformity to the Specifications; and,

WHEREAS, County has authorized an Award to Contractor and approved the execution of this Contract; and,

WHEREAS, County and Contractor desire to enter into this Contract.

NOW, THEREFORE**,** in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

1. TERM

The term of the contract shall be effective from May 20, 2026 and shall continue for a period of one (1) year thereafter, unless terminated, canceled, or extended as otherwise provided herein. The contract may be extended for up to four (4) years by mutual agreement of the parties via a contract amendment.

1.1. Cancellation for Conflict of Interest

County may cancel this Contract pursuant to A.R.S. § 38-511 for conflict of interest.

1.2. Cancellation for Convenience

County reserves the right to immediately cancel this Contract without penalty or recourse, in whole or in part, when County determines cancellation to be in the best interests of County. Contractor 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.

1.3. Cancellation for Non-performance or Contractor Deficiency

County reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of this Contract. County may issue a written deficiency notice to Contractor for any material violation of this Contract, including, but not limited to, the following:

A. Failing to comply with the accepted terms and conditions of this Contract.

B. Providing material that does not meet the Specifications of this Contract.

C. Providing work and/or material that was not awarded under this Contract.

D. Failing to adequately perform the services set forth in the scope of work.

E. Failing to complete required work or furnish required materials within a reasonable amount of time.

F. Failing to make progress in performance of this Contract and/or giving County reason to believe that Contractor will not or cannot perform the requirements of this Contract.

G. Performing work or providing services under this Contract prior to receiving a County approved purchase order for such work.

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

1.4. Continuation of Performance

Contractor shall continue to perform in accordance with the requirements of this Contract, up to the date of cancellation and as directed in the cancellation notice.

1.5. Cancellation for Improper Conduct

County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of County 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 Federal rules and County's policy regarding gratuities. Samples of software, equipment, or hardware provided to County for demonstration or evaluation are not considered gratuities.

1.6. Cancellation for Lack of Appropriation

Every payment obligation under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and available for the continuance of this Contract, this Contract may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. CONTRACT AWARD AND CONTRACT DOCUMENTS

This Contract awards a contract under Solicitation No. RFP 26-FLT-01. Any contracts or Contracts and other non-conforming and non-compliant documents submitted with Contractor's Offer are not accepted and do not apply to this Contract or the Contract Order of Precedence. Only the following documents as attached hereto are incorporated herein and made a part of this Contract:

A. This Contract and any amendments or modifications to this Contract.

B. Solicitation No. RFP 26-FLT-01; and

C. Contractor's Offer.

3. SUBCONTRACTS AND AMENDMENTS

3.1. Amendments

This Contract may be modified only through a written amendment. Changes to this Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized County employees or agents or made unilaterally by Contractor are violations of this Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. This Contract may be amended by County at any time to bring this Contract into compliance with applicable local, state, and federal laws and regulations.

3.2. Subcontracts

Contractor shall not enter into any Subcontract under this Contract without the advance written approval of Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of this Contract.

3.3. Assignment and Delegation

Contractor shall not assign any right nor delegate any duty under this Contract without a contract amendment executed by County and Contractor. Contractor shall provide notice of any proposed assignment or delegation to the Solicitation Contact Person.

4. CONTRACT ORDER OF PRECEDENCE

Solicitation No. RFP 26-FLT-01, Contractor's Offer, and amendments to this Contract, if any, are incorporated into this Contract by reference and made a part of this Contract to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Contract and any amendments, interpretations will be based on the following priorities in the following order:

A. Amendments and/or modifications to this Contract;

B. This Contract;

C. Solicitation No. RFP 26-FLT-01; and

D. Contractor's Offer.

5. BASIC OBLIGATIONS OF THE PARTIES

A. County agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. RFP 26-FLT-01, and this Contract in an amount not to exceed the amount per contract pricing for each unit that is assigned to the vendor(TBD), "Contract Price". All on-going costs and expenses are the sole responsibility of Contractor.

B. County agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.

C. Contractor shall provide the services identified in Contractor's Offer.

6. NOTICES

All notices required or permitted to be given under the terms of this Contract shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) Business Days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:

Yavapai County Board of Supervisors
Attn: Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

If to Contractor to:
Northern Arizona Upfitters, LLC
Travis Bumgardner
2604 N 3rd St. Suite A
Prescott Valley, AZ 86314

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

7. DISPUTE RESOLUTION, GOVERNING, AND VENUE

7.1. Governing Law

This Contract is governed by and construed in accordance with the laws of the State of Arizona.

7.2. Venue

The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court, and the parties agree that the Arizona Superior Court in Yavapai County shall have jurisdiction over the matter.

7.3. Alternative Dispute Resolution

In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be

resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

8. CONTRACTUAL REMEDIES

The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by this Contract.

8.1. Right to Assurance

If County in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing this Contract, County may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of this Contract. Upon anticipatory breach, County may pursue all remedies, including termination of this Contract. Contractor may also be required to pay to County all or part of the funds that were paid by County to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of County, including attorney fees.

8.2. Stop Work Order

A. County may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) Days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

B. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Solicitation Contact Person shall make an equitable adjustment in the delivery schedule or Contract price, or both, and this Contract shall be amended in writing accordingly.

8.3. Nonconforming Tender

Products and materials supplied under this Contract shall fully comply with this Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with this Contract constitutes a material breach of contract. On delivery of nonconforming materials, County may terminate this Contract or pursue any other right or remedy available to it.

8.4. Right to Offset

County shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by County as a result of Contractor's nonconforming performance or failure to perform this Contract.

8.5. Non-exclusive Remedies

The rights and the remedies of the parties under this Contract are not exclusive.

8.6. Force Majeure

Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or 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. As used in this Contract, the term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party’s reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:

A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

B. Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in this Contract.

C. Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract.

9. RELATIONSHIP OF PARTIES

Nothing contained in this Contract shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties’ employees shall not be considered employees of the other Party, and neither Party’s personnel will, by virtue of this Contract, be entitled nor eligible, by reason of this Contract, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party’s obligation to withhold Social Security and income taxes for itself or any of its employees. County shall have no contractual relationship with any subcontractor.

10. PAYMENT

10.1. Contractor Invoice

Contractor shall invoice County after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to Solicitation Contact Person.

10.2. Contractor Payment

Upon approval, County shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net forty-five (45) Days from receipt of Contractor's invoice.

10.3. IRS W-9

Contractor shall have a current I.R.S. W-9 Form on file with County to receive payment under this Contract.

10.4. Correct Billing

Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to County within the time allowed by law, in the form of a check or credit memo, as determined by County.

10.5. Progress Payments

County may make progress payments under the following conditions: 1) County and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) County accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, and any and all other applicable rules and regulations.

11. PRODUCT CHANGES

11.1. Current Products

Contracts shall be for materials and equipment in current production at the time the Offer is submitted.

11.2. Discontinued Products

If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. County may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract Specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. County, in its sole and absolute discretion, may approve the request by issuing notice to Contractor or a Contract amendment. Upon approval by County, Contractor shall make available electronic price lists/catalog updates at no additional cost to County.

12. RISK AND LIABILITY

12.1. Risk of Loss

Contractor shall bear all loss of conforming material covered under this Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.

12.2. Indemnification

To the fullest extent permitted by law, Contractor (as “Indemnitor”) hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County. This indemnification shall survive the termination of this Agreement. If this Contract is subject to the limitations of A.R.S. §§ 34-226 or 41-2586, the agreement to indemnify, defend and hold harmless shall not be construed to require more indemnification than is allowed by those statutes.

13. SHIPPING AND DELIVERY

13.1. Shipping Terms

Prices shall be F.O.B. Destination to the delivery location(s) designated by The County. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The County will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspections. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

13.2. Shipping Charges

County shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

13.3. Shipping Errors/Risk of Transportation

Shipping errors will be at Contractor’s expense. All risk of transportation and all related charges shall be Contractor’s responsibility.

14. TAXES

14.1. Payment of Taxes

County is responsible for payment of all taxes listed on the invoice except as otherwise outlined herein. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

14.2. 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 County.

14.3. Federal Excise Tax

County is exempt from paying federal excise tax.

14.4. Property Taxes

County is exempt from property taxes.

14.5. State and Local Transaction Privilege (Sales) Taxes

County is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from County does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

14.6. Tax and Withholding Indemnification

Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold County harmless and shall require its subcontractors to hold County harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

15. TIME OF THE ESSENCE

Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the County using an acknowledgment of receipt of order and intent to perform without delay for instruction. The County reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damages(s) incurred as a result of delay.

16. WARRANTY AND QUALITY GUARANTEES

16.1. Fitness

Contractor warrants that all equipment, material, and services supplied to County shall fully conform to all requirements of this Contract and all representations of Contractor and shall be fit for all purposes and uses required by this Contract.

16.2. Inspection

Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by County.

16.3. Quality

Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of this Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:

A. Of a quality to pass without objection in the industry or trade normally associated with them;

B. Fit for the intended purposes for which they are used;

C. Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by this Contract;

D. Adequately contained, packaged, and marked as this Contract may require; and

E. In conformance with the written promises or affirmations of fact made by Contractor.

16.4. Compliance with Applicable Laws

The equipment, materials, and services supplied under this Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.

16.5. Warranty Requirements

Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the Specifications of this Solicitation.

16.6. No Liens

Contractor warrants that the materials supplied under this Contract are free of liens.

16.7. Survival of Rights and Obligations

A. Contractor's Representations and Warranties. All representations and warranties made by Contractor under this Contract shall survive the expiration or termination of this Contract.

B. Contractor shall, in accordance with all terms and conditions of this Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of this Contract, unless otherwise directed in writing by Solicitation Contact Person.

C. The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the County, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the County, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to County's satisfaction within a reasonable period of time, County may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period

for breach of contract actions or otherwise or reduce or eliminate any legal or equitable remedies.

17. THIRD PARTIES

Nothing in this Contract shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Contract is not intended to benefit any third party.

18. IMPLIED CONTRACT TERMS

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated herein.

19. WAIVER

A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Contract is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Contract. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Contract shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

20. HEADINGS AND CONSTRUCTION OF CONTRACT

In construing this Contract, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Contract or considered a part of this Contract. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.

21. FAIR MEANING

This Contract is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

22. COMPLIANCE WITH LAW

The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Contract, including environmental laws.

23. MATERIAL CHANGE IN LAW OR REGULATION

In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Contract or the relationship among the Parties hereto, either Party may propose amendments to this Contract to bring this Contract into conformity with such laws. If County and Contractor are unable to reach Contract on the renegotiation of this Contract within thirty (30) Days of the

initiation of negotiations, then either Party may terminate this Contract upon written notice to the other Party.

24. SEVERABILITY/UNENFORCEABLE PROVISIONS

In the event that any of the provisions of this Contract are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Contract are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

25. STATE AND FEDERAL TERMS

25.1. Immigration Law Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Contract, and County shall have the right to terminate this Contract for such a breach, in addition to any other applicable remedies. County retains the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

25.2. Prohibition of Boycott of Israel

If Contractor engages in for-profit activity and has ten or more employees, and if this Contract has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393 et seq. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

25.3. Certification Pursuant to A.R.S. § 35-394

Contractor certifies that it does not currently, and agrees for the duration of this Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Contract that Contractor is not in compliance with the written certification, Contractor shall notify County within five business days after becoming aware of the noncompliance. If Contractor does not provide County with a written certification that Contractor has remedied the noncompliance within 180 days after notifying County of the noncompliance, this Contract terminates, except that if this Contract termination date occurs before the end of the remedy period this Contract terminations on this Contract termination date.

25.4. Americans With Disabilities Act

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

26. WAIVER OF JURY TRIAL

The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Contract.

27. PAROL EVIDENCE

This Contract is intended by the Parties as a final and complete expression of their Contract. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Contract.

28. ENTIRE CONTRACT

This Contract and any Exhibits contain the entire, integrated Contract of the Parties and there are no oral Contracts, understandings, or representations relied upon by the Parties. This Contract supersedes and merges all prior negotiations, representations, or Contracts, whether written or oral. Any modifications or amendments to this Contract must be in writing and signed by all Parties.

29. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same Contract.

30. LEGAL CONTRACT

This Contract is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Contract and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Contract represents and warrants that he or she is duly authorized and has the legal capacity to execute this Contract.

31. INSURANCE

Contractor shall procure and maintain, until all its obligations under this Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by

Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or this Contract.

31.1. Insurance Coverage

Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

Garagekeeper's Liability – Occurrence Form.

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	$2,000,000
Products –Complete Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

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

Garagekeeper's Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

Business Automobile Liability.

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

The policy shall contain, or be endorsed to contain, the County of Yavapai as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor’s subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

31.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include the following provisions:

A. Contractor's insurance coverage shall be primary insurance and include Contractor’s ongoing and completed operations.

B. Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.

31.3. Notice of Cancellation

For each insurance policy required by these insurance provisions, Contractor shall provide to County, within two (2) Business Days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to Solicitation Contact Person.

31.4. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an “A.M. Best” rating of not less than A-VII. County in no way warrants

that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

31.5. Verification of Coverage

Contractor shall furnish County with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

B. All certificates required by this Contract shall have “Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers” and 1015 Fair Street, Prescott, AZ 86305 as “Certificate Holder” and be sent directly to Solicitation Contact Person. The Yavapai County project/Contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

31.6. Subcontractors

Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. County reserves the right to require, at any time throughout the life of this Contract, proof from Contractor that its subcontractors have the required coverage.

32. SAFETY

Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and County property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health Act.

33. LICENSES

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

34. COOPERATIVE USE OF THIS CONTRACT

Yavapai County has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures (“SAVE”) cooperative. This Contract may be extended for use by other municipalities, counties, school districts, and government agencies in the State of Arizona (“entities”). Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entities. Orders placed or services received by the other entities and payment thereof will be the sole responsibility of that entity. Yavapai County shall not be responsible for the contract or any disputes arising out of the transactions made by another entity.

35. NON-DISCRIMINATION

The Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the Contract or subcontract.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officials and have affixed their signatures to this Contract on the date written below.

County: Yavapai County, a political subdivision of the State of Arizona

L. B. COMPTON, CHAIR

5/21/26
DATE SIGNED

Contractor: Northern Arizona Upfitters, LLC

SIGNATURE OF AUTHORIZED AGENT

Travis Bumgardner, Owner
FULL NAME, TITLE

5/6/2026
DATE SIGNED

ATTEST:

JAYME RUSH, CLERK OF THE BOARD

5/21/26
DATE SIGNED

Northern Arizona Upfitters, LLC

Labor Rates			
Line Item	Description	Unit of Measure	Unit Cost
1	All-inclusive fixed labor rate per hour for contractor provided on-site services at DPS Fleet facility.	Hourly	$135.00
2	Optional kitting services, labor rate for assembly and packaging of kits for builds per task order	Hourly	$125.00
3	Optional decommissioning services: All-inclusive fixed labor rate per hour for on-site decommissioning of vehicles. Decommissioning includes the process of removing decals, lighting, consoles, electrical and communication, and other equipment as needed to make vehicles or equipment ready to send to the surplus auction.	Hourly	$125.00
4	On-Site Daily Trip Fee	Hourly	$45.00

Miscellanous Items / Ship Supplies / Shipping and/or Freight / Subcontractors				
Line Item	Description	Unit of Measure	Markup (%)	Unit Cost
5	Maximum Markup on Subcontractors	Percentage of Markup	0.%	
6	Lowest Misc Items / Shop Supplies Amount (This is the lowest of the range of these types of times that could be charged.)	The Lowest Amount		$50.00
7	Highest Misc Items / Shop Supplies Amount. (This is the highest amount of the range of these types of times that could be charged.)	The Highest Amount		$250.00
8	Lowest on the Range for Shipping / Freight (This is the lowest that would be charged for	The Highest Amount		$25.00
9	the highest that would be charged for freight/shipping)	The Highest Amount		$1,800.00

Manufacturer Discount			
Line Item	Description	Unit of Measure	Percentage
10	911 Circuits	% off catalog price	-15.%
11	911 Signal	% off catalog price	0.%
12	Ace K9	% off catalog price	0.%
13	Aimes (Power Inverters)	% off catalog price	0.%
14	American Aluminum	% off catalog price	-10.%
15	Angel Armor	% off catalog price	-15.%
16	ARE Camper Shells	% off catalog price	-10.%

Manufacturer Discount			
Line Item	Description	Unit of Measure	Percentage
17	Axon	% off catalog price	0.%
18	B & B Enterprises	% off catalog price	-20.%
20	Big Sky Racks	% off catalog price	0.%
21	Brother Mobile Solutions	% off catalog price	0.%
22	CCI	% off catalog price	0.%
23	Cencom Core	% off catalog price	-35.%
24	Code 3 (PSE Amber) (Red/ Blue)	% off catalog price	-43.%
25	Cole Hersey	% off catalog price	0.%
26	Copeland Engineering	% off catalog price	0.%
27	Cradle Point	% off catalog price	0.%
28	Decatur	% off catalog price	0.%
29	Diamond Back	% off catalog price	0.%
30	Decked	% off catalog price	-5.%
31	Dillblox	% off catalog price	0.%
32	Edison	% off catalog price	0.%
33	Feniex	% off catalog price	-5.%
34	Federal Signal (Amber) (Red/ Blue)	% off catalog price	-25.%
35	Gamber Johnson	% off catalog price	-15.%
36	Go-Rhino	% off catalog price	-10.%
37	Grote	% off catalog price	0.%
38	Havis	% off catalog price	-15.%
39	Highway Products	% off catalog price	0.%
40	ION (Whelen)	% off catalog price	-36.%
41	Jotto	% off catalog price	-20.%
42	Kent Bruce / K Bruce Co.	% off catalog price	-10.%
43	Kenwood	% off catalog price	0.%
44	Knaphide Service Bodies	% off catalog price	0.%
45	Kustom Signal	% off catalog price	-15.%
46	L-3 Mobile Video	% off catalog price	0.%
47	Laguna	% off catalog price	-10.%
48	Laird	% off catalog price	-5.%
49	Larsen	% off catalog price	-5.%
50	Laser Technology	% off catalog price	0.%
51	Leer	% off catalog price	0.%
52	Lind	% off catalog price	0.%
53	Lund	% off catalog price	0.%
54	Magnetic Mic	% off catalog price	-5.%
55	Maglite	% off catalog price	-5.%
56	Martel Video	% off catalog price	0.%
57	Motorola	% off catalog price	0.%
58	Mouser Electronics	% off catalog price	0.%
59	Nacho Lighting	% off catalog price	-10.%
60	OPS / EZ Stack	% off catalog price	-10.%
61	Panasonic Video	% off catalog price	0.%
62	Panorama	% off catalog price	0.%
63	Patriot	% off catalog price	0.%
64	Patrol Power	% off catalog price	0.%

Manufacturer Discount			
Line Item	Description	Unit of Measure	Percentage
65	PCTEL	% off catalog price	0.%
66	PIT Bar Elite	% off catalog price	-15.%
67	Push Bumper Elite Wire Cover	% off catalog price	-15.%
68	Pelican	% off catalog price	0.%
69	Plastifab	% off catalog price	0.%
70	Power Guardian	% off catalog price	0.%
71	Premier Mounting Solutions	% off catalog price	-15.%
72	Pro Gard	% off catalog price	-15.%
73	PTS - Prisoner Transport Solutions	% off catalog price	0.%
74	PVP Communications	% off catalog price	0.%
75	Radiotronics	% off catalog price	0.%
76	Ram Mounts	% off catalog price	-5.%
77	Ray Allen (K-9 Equipment)	% off catalog price	0.%
78	Rigid Industries	% off catalog price	0.%
79	Santa Cruz	% off catalog price	0.%
80	Samlex	% off catalog price	0.%
81	Setina	% off catalog price	-15.%
82	Show Me	% off catalog price	0.%
83	Sound Off Signal	% off catalog price	-35.%
84	Stalker	% off catalog price	-5.%
85	Starlink	% off catalog price	0.%
86	Sti-Co	% off catalog price	-5.%
87	Streamlight	% off catalog price	-5.%
88	Talley Inc	% off catalog price	-5.%
89	Terminal Supply Company	% off catalog price	0.%
90	Tessco	% off catalog price	-5.%
91	Tomar	% off catalog price	-10.%
92	Trademark	% off catalog price	0.%
93	Tremco	% off catalog price	-5.%
94	Troy	% off catalog price	-15.%
95	Truck Vault	% off catalog price	-12.%
96	Tufloc	% off catalog price	0.%
97	Tufty Security Products	% off catalog price	-5.%
98	U.S. Communications	% off catalog price	0.%
99	Vigilant Solutions	% off catalog price	0.%
100	Viper (Alarms)	% off catalog price	0.%
101	Warn	% off catalog price	0.%
102	Watchguard Video	% off catalog price	0.%
103	Weatherguard	% off catalog price	0.%
104	Weiser Solutions	% off catalog price	0.%
105	Westin	% off catalog price	-15.%
106	Whelen (Amber) (Red / Blue)	% off catalog price	-35.%
107	Whyle Technical Sales	% off catalog price	0.%
108	Wilson Electronics	% off catalog price	-10.%
109	Minimum Discount for Items not listed	% off catalog price	0.%

Northern Arizona Upfitters, llc

2604 N 3rd St Ste A
Prescott Valley, AZ
86314-3505
+18086999208
info@northernarizonaupfitters.com
www.northernarizonaupfitters.com

Estimate

ADDRESS
Chino Valley Police Department
202 N State Route 89
Chino Valley, AZ 86323

ESTIMATE 260029
DATE 07/09/2026

STATE CONTRACT NUMBER
2026-161

VEHICLE INFORMATION
2025 Ford PIU Patrol

QTY	MANUFACTURE	ITEM #	DESCRIPTION	PRICE	TOTAL PRICE
			*** 2026 Ford PIU Patrol Build *** * Whelen lights and Core system at 35% off Using AZ State contract pricing Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas, etc. Any items not functioning once installed will be diagnosed at $125.00 per hr. Repair items will be quoted SEPARATELY. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1) RADIO APX4500 2) COMPUTER DOCK 3) MOTOROLAANTENNA 4) AXON Fleet 3 5) LPR CAMERAS (LICENSE READERS) The PIU Patrol vehicle includes the following: - Push Bumper with 2 push bumper mounted forward red/blue/white lights and 2 r/b/w side facing lights. - Legacy Light Bar - Red/Blue/White under mirror lights - Red/Blue lights in rear side window with shroud - 2 Red/Blue rear hatch lights - Head light and tail light flashers - Whelen Core 100 watt speaker and light controller - Center Console with printer mount, cup holder, USB & lighter ports, radio, controller and filler plates - Triple Rifle/Shotgun rack - Prisoner Cage - Cargo Storage Box **** Front of Vehicle ****		
1	Pro-Guard	PB47UINT20HD,	Pro-Gard HD Push Bumper	660.00	660.00T
2	Whelen	PSJC3FCR	2- PSJC3FCR, M	178.00	356.00T
2	Whelen	TSS0JC-C	ION T-Series Linear TRIO Red/Blue/White - Contract price is 35% off Whelen: MSRP $221.00	143.65	287.30T

1	Whelen	SA315P-C	Siren Speaker – Black - Contract price is 35% off Whelen: MSRP $465.00	302.25	302.25T
1	Whelen	SAK1	Universal Siren Speaker Bracket	0.00	0.00T
			**** Mirror Lights ****		
2	Whelen	U180JCX-C	U-Series under mirror light, R/B/W, Smoked. - Contract price is 35% off Whelen: MSRP $343.00	229.95	459.90T
2	Whelen	U18050	U-SERIES MIRROR MT PIU	22.75	45.50T
			**** Siren & Light Controller ****		
1	Whelen	CEM16-C	16 Output, 4 Input WeCanX Expansion Module - Contract price is 35% off Whelen: MSRP $292.00	189.80	189.80T
1	Kent Bruce	COREHEXP16L-C	16 Output Expansion Harness Kit - Contract price is 10% off Kent Bruce: MSRP $146.00	131.40	131.40T
1	Whelen	C399	CenCom CORE™ with CANport™ ODB II interface	0.00	0.00T
1	Whelen	CCTL7	Cencom Core 21-ButtonControl Head - Included with the light bar package	0.00	0.00T
1	Whelen	C399SP	Scanport OBDII installation kit - Included with the light bar package	0.00	0.00T
			**** Console & Console Equipment ****		
1	Havis	C-VS-0618-INUT	Vehicle-Specific 24″ Flat Console for 2020-2025 Ford Interceptor Utility	572.05	572.05
1		Services	Brother PocketJet 6 & 7 Printer Mount for 2020-2025 Ford Interceptor Utility Consoles	232.90	232.90
1	Havis	C-EB30-APR-1P	APX-4500 Equipment Bracket	0.00	0.00T
1	Havis	C-FP-2	Havis 2" Filler Plate	0.00	0.00T
1	Havis	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4″ Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03, & CCTL7 Core	0.00	0.00T
1	Havis	C-FP-3	3″ Filler Plate	0.00	0.00T
1	USB	NAZ-C-LP2-USB-BL2	2 Lighter Plug Outlets,1 USB-C & USB	129.95	129.95T
1	Havis	CUP2-1001	Self adjusting cup holder	62.05	62.05T
1	Havis	C-ARM-102	Havis Side Mount Armrest	97.75	97.75T
1	Havis	C-AP-0325-1	3" Accessory pocket	46.75	46.75T
2	Havis	C-MCB	Havis Mic Clip Bracket	17.85	35.70T
1	Havis	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Diver Adapter	332.35	332.35T
1	Havis	C-HDM-204	8.5″ Heavy-Duty Telescoping Pole, Side Mount, Short Handle	215.05	215.05T
1	Havis	DS-GTC-311	Docking Station For Getac V110 Convertible Notebook - Full port replication and intergrated strain rellief.	878.05	878.05T
1	PS	GAD2X4-NE	Power Supply - DC/DC Power Adapter, Cig Plug, for Getac S410, S510, B360, V110, K120, F110, A140, UX10, ZX10	145.95	145.95T
1	Whelen	WCXJB12-C	WecanX Junction Box. - Contract price is 35% off Whelen: MSRP $164.00	106.60	106.60T
			**** Legacy Light Bar Bundle ****		
1	Whelen	Legacy Bundle	Legacy DUO 54” Lightbar with Adjustable Mount Kit, Black Straps. Vehicle to vehicle sync module inside lightbar, CenCom CORE™ with CANport™ODB II interface, Cencom Core 21-Button Control Head, Scanport Plug	3,370.95	3,370.95
			**** Rear Lighting ****		
1	Whelen	VTX9D	Vertex DUO Red/White - Installed in the rear tail light	97.50	97.50T

1	Whelen	VTX9E	Vertex DUO blue/white - Installed in the rear tail light	97.50	97.50T
2	Whelen	VTXADAPT	VERTEX TWIST-IN ADAPTER KIT	10.40	20.80T
1	Whelen	TSS0JC-C	ION T-Series Linear TRIO Red/Blue/White - Contract price is 35% off Whelen: MSRP $221.00	143.65	143.65T
2	Whelen	KBTSPOIL	T-ION Under Spoiler Bracket	15.00	30.00T
			**** Prisoner Equipment ****		
1	Troy	KIT-TP-SL6U-BB-SS	Police Interceptor Utility | Explorer Civilian Universal Size Front Partition Kit featuring Square Hole Punch, SL6 Window Design	1,161.10	1,161.10T
1	Troy	WG-UV20-POLY-SET	Ford Police Interceptor Utility | Explorer Civilian Driver and Passenger-side Polycarbonate Window Guard Set	319.60	319.60T
1	Troy Products	AC-UV20-D-PLT	2020+ Ford Police Interceptor Door Control Covers	51.85	51.85T
1	Troy	AC-20-UV-CGP2-PTS	Ford Police Interceptor Utility Plastic Seat kit with Polycarbonate Partition, Driver Side Fire Extinguisher and Gap Panels	2,252.50	2,252.50T
1	SoundOff Signal	ECVDMLTST4G	Interior cargo LED dome light, flush mount with gray base	40.95	40.95T
			**** Triple Gun Lock ****		
1	Pro-Guard	GVPMD-H	Vertical Partition Mount Dual Weapon Tri-Lock Gun Rack w/ Handcuff Key	618.80	618.80T
			**** Rear Cargo Box ****		
1	Troy	CP-GB402012-T	Storage Vault, 40″ W x 20″ L x 12″ H Single Drawer with Two (2) Drawer Latch Locking Handles, Carpet Top and 1.5” Lip	1,765.45	1,765.45T
1	Troy	CP-UV20-CARGO	Ford Police Interceptor Utility Tilt-up Cargo Mount with Gas Shocks	885.95	885.95T
1	Troy	AC-20-UV-TRAY	Ford Police Interceptor Utility Tilt Down Electronics Tray	270.30	270.30T
			**** Antenna ****		
1	Talley	NMOCAPB-C	LARSEN BLACK PLASTIC RAIN CAP FOR NMO MOUNT = MSRP $10.98 (Talley)	9.33	9.33T
2	Antenna	3/4 NMO Coax	3/4 NMO Coax -- 17' Antenna	29.95	59.90T
1	Antenna	GPSU15M	3-5V GPS Antenna, Black, NMO Mountable	114.94	114.94T
1	Antenna	BMLPVMB/LTE	698-2700 MHz 0.5-2.0 dBi Low Profile Vertical Antenna NMO	75.74	75.74T
			Secure Idle - Standard from factory		
			**** Shipping, Labor, Shop Supplies, Graphics, Tint ****		
3		Shipping	Estimated Shipping Charges	847.95	2,543.85
1	EGIS	PDM - Wiring Harness	14 Circuit + Ground, 175 A, 12 V W/Kill Switch with custom wiring harness	599.95	599.95T
72		Shop Materials	Misc. shop supplies (Wiring, Connectors, hardware)	2.00	144.00T
72		Labor	EVT Certified Installation (42 hours per vehicle)	125.00	9,000.00
1	Vinyl	Graphics	Custom Vinyl Graphics matching existing vehicles	1,299.95	1,299.95T

Contact Northern Arizona Upfitters to pay.
Northern Arizona Upfitters, LLC
Thank You for Choosing Us
Terms & Conditions
Quote Validity: Prices are valid for 30 days from the date of this estimate.
Payment:
Payment will be split into two separate installments:

The first payment (for all equipment and materials) is required upon

SUBTOTAL	30,261.86
TAX	1,137.47
TOTAL	**$31,399.33**

arrival of the complete equipment order at the Northern Arizona Upfitters shop.
The final payment (balance of the total quote) is due upon vehicle pickup / delivery.

Late payments will incur a 10% late fee plus 18% APR. All payments confirm acceptance of these terms and conditions.
Cancellations: Post-approval cancellations incur a 50% restocking fee, or 25% if cancelled within 21 days.
Checks: Payable to “Northern Arizona Upfitters, LLC” with the invoice or proposal number noted in the memo line.

Accepted By

Accepted Date

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4c
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:
Consideration and possible action to approve the Third Amendment to the Ranch and Farm Lease Agreement between the Town of Chino Valley and Curt A. Wells for continued use of limited portions of the Fred Harvey Farm property.

SUMMARY:
The Town of Chino Valley currently leases portions of the Fred Harvey Farm property to Curt A. Wells for use of certain agricultural facilities located on the property and intermittent keeping and grazing of livestock. The Lease Agreement has been amended over time as the Town's ownership, use, and plans for the property have evolved.

Most recently, the Town Council approved a Second Amendment to the Lease Agreement that included modifications to grazing rights on the property and additional provisions related to the use of the medicine shed. Following Council approval, the Town was notified that additional head of cattle were utilizing the property beyond those contemplated in the approved amendment. As a result, Mr. Wells did not execute the Second Amendment, and the amendment did not take effect. The proposed Third Amendment allows for some (Town approved) flexibility in the number of cattle utilizing the property and establishes conditions for their continued presence.

Additionally, following further discussion regarding well maintenance responsibilities, Town staff incorporated language into the proposed Third Amendment to more clearly define the respective responsibilities of Mr. Wells and the Town for well maintenance and repairs.

Under the proposed amendment, Mr. Wells is responsible for routine upkeep of the medicine shed, hay shed, corral, and well house, as well as damage caused by his activities, livestock, equipment, employees, contractors, or invitees. The Town remains responsible for routine maintenance, repair, and replacement of the well and related infrastructure, including its electrical and mechanical systems. Mr. Wells is required to promptly notify the Town in writing upon discovering any malfunction, leak, or other condition affecting the well or related infrastructure.

The proposed Third Amendment is intended to allow flexibility regarding livestock use of the property, clearly establish maintenance and repair responsibilities, and provide for the continued agricultural use of designated portions of the property while the Town advances its ongoing efforts to clean up, preserve, and prepare the Fred Harvey Farm for future public use. It gives both the town and Mr. Wells the ability to adjust use and stock numbers based on need and on town activity.

PREVIOUS ACTION:
Town Assumed Lease Agreement following the Fred Harvey Parcel Purchase on 03/17/2025;
Approved Second Lease Amendment on 02/02/2026 extending the lease term and allowing cattle access to the medicine shed, corral area, hay shed, and open grazing rights;
Council approved the Third Lease Agreement on 07/14/2026 which limited grazing rights. However, it was after this approval that Mr. Wells did not sign the amendment and notified the Town of the increased number of cattle.

STAFF RECOMMENDATION:
Approve the Third Amendment to the Ranch and Farm Lease Agreement between the Town of Chino Valley and Curt A. Wells for continued use of limited portions of the Fred Harvey Farm property.

FISCAL IMPACT?
This amendment has no financial impact, as the monthly lease payment remains $200.

ATTACHMENTS:

1.	Third Amendment to the Ranch and Farm Lease Agreement_

THIRD AMENDMENT TO THE RANCH AND FARM LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE RANCH AND FARM LEASE AGREEMENT (this "Amendment") is made and entered into on August 25, 2026, by and between the TOWN OF CHINO VALLEY, an Arizona municipal corporation (the "Town"), and CURT A. WELLS ("CW"). The Town and CW are the only parties to this Amendment; each is a "Party," and together, they are the "Parties."

RECITALS

A. On December 8, 2023, CW and Del Rio Springs Loan Partners, L.L.C. ("Former Lessor") entered into the Ranch and Farm Lease Agreement (the "Original Lease") to lease the property formerly known as the Bond Ranch in Chino Valley, Arizona. The Original Lease is attached hereto as Exhibit 1.

B. Due to a pending sale, by letter dated January 3, 2024, Former Lessor exercised its right to partially terminate the Original Lease, and on January 16, 2024, CW and Former Lessor executed the First Amendment to Ranch and Farm Lease Agreement, amending the Original Lease to modify the terms of the partial termination (the Original Lease, as amended by the First Amendment, is the "Grazing Lease"). The Grazing Lease is attached hereto as Exhibit 2.

C. The Grazing Lease was intended to wind down CW's use of the ranch so that, beginning June 1, 2024, CW's use of the ranch was limited to a portion identified as Part B-1 (the "Harvey Parcel") and only for non-grazing agricultural purposes; however, the Town purchased the Harvey Parcel and took ownership on March 17, 2025, with the intention of allowing CW to continue using it for limited ranch operations.

D. On February 2, 2026, the Parties executed the Second Amendment to Ranch and Farm Lease Agreement, agreeing to continue the Grazing Lease as to the Harvey Parcel only, effective April 1, 2025, on the terms outlined in the Second Amendment (the Grazing Lease, as amended by the Second Amendment, and limited in scope to just the Harvey Parcel, is the "Harvey Parcel Grazing Lease").

E. The Harvey Parcel Grazing Lease, which is attached hereto as Exhibit 3, allowed CW to continue using the Harvey Parcel for limited ranch operations, including storing hay in the hay shed, using the medicine shed, keeping up to 55 cattle in the corral, and allowing those cattle to graze on the Harvey Parcel.

F. In this Amendment, the Ranch and Farm Lease Agreement, as amended by the First and Second Amendments, is referred to as the "Lease" instead of the "Harvey Parcel Grazing Lease."

G. The Parties wish to amend the Lease and renew it through March 31, 2027.

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 Parties hereby agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as set forth in the Lease.

2. Term.

2.1 Renewal. The term of the Lease is hereby extended for the first of up to five successive one-year renewal terms and shall remain in full force and effect through March 31, 2027, unless sooner terminated as provided in the Lease or this Amendment.

2.2 Termination. Either Party may terminate the Lease by giving the other Party 90 days' written notice thereof.

2.3 Removal of Personal Property. Upon termination of the Lease, CW shall remove all of CW's personal property from the Harvey Parcel by the termination date. Any personal property remaining on the Harvey Parcel after the termination date may be removed, stored, or disposed of by the Town in its sole discretion, at CW's sole cost and expense, and the Town shall have no liability to CW arising from such removal, storage, or disposal. The Town shall not be responsible for any property relocation costs incurred by CW.

3. Use of the Harvey Parcel.

3.1 Limited Ranch Operations. CW may continue to use the Harvey Parcel and its existing facilities, including storing hay in the hay shed, using the medicine shed, storing CW's gates on-site, keeping up to 75 cattle in the corral, and utilizing the on-site water well. The medicine shed must stay locked at all times, except when CW enters, accesses, or secures it. No new buildings or improvements are allowed on the Harvey Parcel. Additionally, CW must pay for the well's electricity.

3.2 Grazing Prohibited; Temporary Grazing Rights. CW shall not allow any cattle to graze on the Harvey Parcel. However, if requested in writing, the Town may, in its sole and absolute discretion, grant CW temporary grazing rights during the term of the Lease by providing written notice to CW specifying the grazing area, the permitted livestock, the applicable commencement and expiration dates of the grazing period, and any other operational conditions the Town determines necessary or appropriate. Any such temporary grazing rights shall constitute a revocable license only, be subject to all terms and conditions set forth in the Town's notice, and automatically terminate upon the expiration date specified in the notice unless extended by a subsequent written notice from the Town. The Town may revoke any temporary grazing rights at any time upon written notice to CW, whereupon CW shall cease all grazing activities and remove all livestock from the grazing area no later than the date specified in the Town's notice, which date may be immediate if the Town determines that continued grazing could adversely affect the property or Town operations.

3.3 Increase in Permitted Cattle. CW shall not keep more than 75 cattle in the corral without the Town's prior written consent. The Town Manager may grant, condition, or withhold such consent and specify the maximum permitted number of cattle and the period during which

the increase is permitted. Any such consent is temporary and revocable upon written notice to CW, whereupon CW shall reduce the number of cattle in the corral to no more than 75 by the date specified in the Town's notice.

4. Maintenance and Repairs.

4.1 CW's Responsibilities. CW shall, at CW's sole cost and expense, be responsible for the following:

A. Performing routine upkeep of the medicine shed, hay shed, corral, and well house, and maintaining those facilities in the condition existing as of the date of this Amendment, ordinary wear and tear excepted.

B. At the Town's sole discretion, either: (i) repairing, replacing, or restoring any damage to the Harvey Parcel or any facility located thereon, and performing any other maintenance, repair, or replacement, necessitated by the acts, omissions, negligence, misuse, livestock, or equipment of CW or CW's agents, employees, contractors, or invitees; or (ii) reimbursing the Town for the cost of such work if the Town elects to perform or arrange it. CW shall promptly notify the Town in writing upon discovering any such damage or condition, and shall not perform, or cause to be performed, any work without the Town's prior written consent.

C. Promptly notifying the Town in writing upon discovering any malfunction, leak, or other condition affecting the well or related infrastructure, or any other condition requiring repair or replacement by the Town.

4.2 Town's Responsibilities. The Town shall be responsible for routine maintenance, repairs, and replacements to the well and related infrastructure, including the well's electrical and mechanical systems, and to all other buildings and facilities on the Harvey Parcel that are not CW's responsibility under Section 4.1.

5. Effect of Amendment. In the event of any conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control. In all other respects, the Lease is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Lease shall remain in full force and effect.

6. Non-Default. By executing this Amendment, CW affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Lease, and (ii) any and all claims by CW, known and unknown, relating to the Lease and existing on or before the commencement date of this Amendment are forever waived.

7. Counterparts. This Amendment may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

8. Cancellation for Conflict of Interest. This Amendment may be canceled pursuant to A.R.S. § 38-511.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

TOWN OF CHINO VALLEY

_____
Tom Armstrong, Mayor

_____
Date

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

CURT A. WELLS

Curt A Wells
Curt A. Wells

8/11/26
Date

EXHIBIT 1
TO THE
THIRD AMENDMENT TO THE RANCH AND FARM LEASE AGREEMENT

[Original Lease: Ranch and Farm Lease Agreement]

See following pages.

EXHIBIT 2
TO THE
THIRD AMENDMENT TO THE RANCH AND FARM LEASE AGREEMENT

[Grazing Lease: First Amendment to Ranch and Farm Lease Agreement]

See following pages.

EXHIBIT 3
TO THE
THIRD AMENDMENT TO THE RANCH AND FARM LEASE AGREEMENT

[Harvey Parcel Grazing Lease: Second Amendment to Ranch and Farm Lease Agreement]

See following pages.

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4d
MEETING DATE: 8/25/2026
CONTACT PERSON: Joshua McIntire, Chief of Police
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:
Consideration and possible action to approve a Memorandum of Understanding with the City of Prescott for Arizona Traffic and Criminal Software (TRACS) hosting services.

SUMMARY:
The Chino Valley Police Department is implementing the Arizona Traffic and Criminal Software (TRACS), the State of Arizona's electronic traffic citation and warning application. Implementing and maintaining a locally hosted TRACS environment through ADOT would require department personnel to complete extensive training and assume responsibility for system administration, configuration, and ongoing maintenance.

The Prescott Police Department has successfully utilized and administered the TRACS system for a couple of years and has offered to host the Chino Valley Police Department's TRACS environment. Partnering with Prescott Police Department will allow our agency to leverage their established expertise, eliminating the need to duplicate the time and resources required to develop and manage the system independently.

Additionally, the Prescott Valley Police Department and Yavapai-Prescott Tribal Police are also hosted by the Prescott Police Department. By joining this partnership, the Chino Valley Police Department will become part of a shared regional TRACS environment that allows participating agencies to access citation and warning information throughout the Tri-City area. This regional collaboration enhances officer safety and operational efficiency by providing officers with immediate access to prior citations and warnings when they encounter individuals during traffic stops and other law enforcement contacts.

PREVIOUS ACTION:
N/A

STAFF RECOMMENDATION:
Approve a Memorandum of Understanding with the City of Prescott for Arizona Traffic and Criminal Software (TRACS) hosting services.

FISCAL IMPACT?
There is no direct cost associated with this memorandum of understanding with the City of Prescott. If custom TRACS development or training is needed, a separate agreement will be necessary.

ATTACHMENTS:

1.	Prescott PD - TraCS MOU between CVPD and PPD

MEMORANDUM OF UNDERSTANDING
REGARDING TRACS HOSTING

This Memorandum of Understanding ("MOU"), entered into as of the date of the final signature below, is by and between the City of Prescott, an Arizona municipal corporation ("Prescott"), and the Town of Chino Valley, an Arizona municipal corporation ("Chino Valley") (each individually a "Party," and collectively, the "Parties").

RECITALS

A. The Parties each have access to Arizona Traffic and Criminal Software ("TRACS") through their respective AZTRACS InterParty Service Agreement with the Arizona Department of Transportation ("ADOT").

B. Setting up and hosting a local TRACS environment requires extensive training, configuration, and ongoing maintenance.

C. Prescott has successfully used and administered TRACS for years and has offered to host Chino Valley's TRACS environment, allowing them to benefit from Prescott's expertise without duplicating efforts.

D. Prescott also hosts TRACS for the Prescott Valley Police Department and Yavapai-Prescott Tribal Police. Prescott's shared regional TRACS hosting environment gives the Prescott Valley Police Department, Yavapai-Prescott Tribal Police, Prescott Police Department, and Chino Valley Police Department access to citation data across the Tri-City area, improving officer safety and efficiency by providing quick access to prior citations and warnings during law enforcement contacts.

E. The Parties are authorized to enter into this MOU pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and the promises and consideration described herein, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to provide the terms and conditions pursuant to which Prescott will provide TRACS hosting services to Chino Valley.

2. Term. This MOU takes effect on the date last signed below. It continues until either Party's AZTRACS InterParty Service Agreement with the Arizona Department of Transportation ends, or until earlier termination by either Party.

3. Termination. Either Party may, by providing 30 days' written notice to the other Party, terminate this MOU. Termination of this MOU shall not relieve either Party of their responsibility for costs incurred prior to the effective termination date.

4. Prescott's Responsibilities. Prescott will maintain the following:

4.1 TRACS application servers.

4.2 Connectivity to TRACS for use and administration.

4.3 Administration, backups, etc. for the TRACS application servers.

4.4 Connectivity for transfer of TRACS data to AOC via the ACJIS connection at PRCC.

4.5 Technical support and resources for the above items.

4.6 A technical point of contact ("POC") for TRACS administration responsible for addressing escalated support requests.

5. Chino Valley's Responsibilities. Chino Valley will maintain a technical POC for Chino Valley TRACS administration responsible for addressing initial support requests, escalating support requests, and conducting TRACS training.

6. Additional Responsibilities.

6.1 Technical Support. Users requiring support will submit their requests to Chino Valley's POC. When additional support is required, the Chino Valley POC will submit a request to the Prescott TRACS POC. Further escalation to ADOT will be initiated by the Prescott TRACS POC.

6.2 Forms. As Prescott develops new TRACS forms, they will be promptly made available to Chino Valley. Prescott may accept Chino Valley's suggestions for custom form development that will serve both Parties' interests.

6.3 Data Queries. TRACS includes built-in data query tools for generating statistical reports across all TRACS forms. Due to the complexity of creating data queries, support for data queries will be limited to 'as time permits'. It is recommended that a data analyst with SQL/SSRS experience attend TRACS data analysis training hosted by ADOT or the Prescott TRACS POC.

6.4 Contracting Additional Work. Due to the complexity and time involved in custom TRACS development, Prescott cannot accommodate individual work requests. Chino Valley can, however, enter into a separate off-duty or overtime agreement with the Prescott TRACS POC for any custom work or training it needs. Any development contracted and integrated into the TRACS system will be jointly owned by both Parties, allowing unrestricted use by both Parties.

7. Cancellation. This MOU is subject to cancellation per A.R.S. § 38-511.

8. Costs. Each Party is responsible for its own costs incurred in implementing this MOU, including, but not limited to, employee salaries, shift differentials, overtime compensation, benefits, and equipment. Neither Party may charge the other any administrative fees for work performed under this MOU.

9. Workers' Compensation. An employee of one Party shall be deemed to be an "employee" of both Parties while performing pursuant to this MOU solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public party pursuant to an agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public parties for the purposes of workers' compensation.

10. Disposition of Property. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this MOU. However, to the extent that a disposition of property is necessary upon termination, property shall be returned to its original owner.

11. Notices. Except for support tickets and other service requests, notices under this MOU shall be in writing and will be deemed properly given if sent (A) by personal delivery to, or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, at the address set forth below. Notice is effective on the earlier of the date of actual receipt or three business days after mailing. Each Party may specify by notice to the other a different address for purposes of subsequent notices.

If to Prescott: City of Prescott
Attn: IT Department
222 South Marina Street
Prescott, Arizona 86303
Email:

If to Town: Town of Chino Valley Police Department
Attn: Chief of Police
220 N. State Route 89
Chino Valley, AZ 86323
Email: measton@chinovalleyaz.gov

12. Indemnification. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) arising out of bodily injury of any person (including death) or property damage to the extent that such injury or damage is caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this MOU.

13. Arizona Law. This MOU shall be interpreted and enforced pursuant to the laws of the State of Arizona.

14. Relationship of Parties. The Parties are independent of each other, and neither Party shall be deemed to be the employee or agent of the other Party except as provided in Section 9 above.

15. Severability. If any provision of this MOU is held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, all other provisions shall nevertheless remain in full force and effect. If any provision is inapplicable to any person or circumstance, the same provision shall nevertheless remain applicable to all other persons and circumstances.

16. Entire Agreement. This MOU represents the entire, integrated agreement between the Parties for the purposes set forth herein. This MOU may be amended only by a written instrument signed by the Parties.

17. No Parol Evidence. This MOU is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this document.

18. No Waiver. No action or failure to act by the Parties constitutes a waiver of any right or duty under this MOU, nor does the action or failure to act constitute approval of or acquiescence to a breach of this MOU, unless the waiving or approving Party memorializes the waiver or approval in writing and signs it.

19. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

20. Mutual Drafting. The Parties acknowledge and agree that this MOU shall not be construed for or against a Party because part or all of it was drafted by a Party or a Party's attorney.

21. E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of this MOU may result in the termination of this MOU.

22. Provisions Required by Law. This MOU incorporates by reference all mandatory contract provisions required of the Parties by statute or executive order.

23. Non-Discrimination. The Parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The Parties agree to comply with Arizona Governor's Executive Order 2009-09, and as may be amended from time to time.

24. Authority to Bind. Each person executing this MOU represents that he or she has full and legal authority to execute this MOU for and on behalf of the respective Party for which he or she is executing it and to bind that Party.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date of the final signature below.

"**Prescott**"	"**Chino Valley**"
CITY OF PRESCOTT, an Arizona municipal corporation	TOWN OF CHINO VALLEY, an Arizona municipal corporation
_____ Signature	_____ Tom Armstrong, Mayor
_____ Name	ATTEST:
_____ Title	_____ Erin N. Deskins, Town Clerk
A.R.S. § 11-952 COMPLIANCE:	A.R.S. § 11-952 COMPLIANCE:
_____ Signature	_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.
_____ Name	
_____ Title	

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4e
MEETING DATE: 8/25/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:
Consideration and possible action to approve the July 14, 2026, regular meeting minutes.

STAFF RECOMMENDATION:
Approve the July 14, 2026, regular meeting minutes.

ATTACHMENTS:

1.	2026_07_14_CC_RG_MND_wWM

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, JULY 14, 2026
6:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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

Mayor Armstrong called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Jason Ehlert (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Public Works Director Ryan Anderson, Town Engineer Steven Sullivan, Finance Director Katie Pehl, Human Resources Director Laura Kyriakakis, Police Chief Josh McIntire, Community Services Director Cyndi Thomas, Facilities and Parks Manager Jason Olson, IT Support Technician Sandra Santos, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Update on Economic Development Strategic Planning

Terri Denemy, Town Manager, Laurie Lineberry, Development Services Director, and Ryan Anderson, Public Works Director, presented the following:

- Discussed the Council's priority regarding economic development and the key principles driving the strategy, including long-term sustainability, new revenue sources, and maintaining rural character.
- Briefly reviewed previous Council actions regarding economic development.
- Gave a brief overview of the Highway 89 Commercial Corridor and its key economic hubs, discussing each area's strengths, weaknesses, potential, and challenges.
- Quickly reviewed the General Plan map and the HMU (Horizontal Multi-Use) locations and the potential of what could be incorporated, including commercial, business, co-ops, live/work units, etc.
- Regarding the ADOT yard, staff has been continuing discussions with ADOT about potentially moving the yard to a new location to free up that space as a viable retail location.
- Discussed staff's next steps in carrying out the strategic plan, further analyses and cost estimations (such as utility extensions) staff will complete, as well as additional projects (possibly extending water and sewer to Heritage and Del Rio schools), opportunities, and potential land sale options.

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- Staff requested that Council visit each of the areas and provide them with thoughts of what they think the priorities should be, including what areas or projects they feel would be beneficial for the Town to invest or encourage development.
- Staff explained that they did not discuss Old Home Manor during this presentation as they believe it requires individualized focus.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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 on items not on the agenda 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Glenn Wescott, presented the following:

- He lived at 815 North Road 1 West near the middle school and was recently told that the home that just sold next to him would be turned into an Alzheimer's assisted living facility. He wanted to know why he never received notice that this was happening.

Mayor Armstrong referred Mr. Wescott to the Town Manager for further investigation into the matter.

4. 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.

Councilmember Holt commended Community Services for the Food Truck Event.

Councilmember Switzer announced the Elks Car Show at Memory Park on Saturday, July 18th.

b. Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

Terri Denemy, Town Manager, presented the following:

- The last day to vote early in person for the Primary Election is Friday, July 17th. Mail ballots can be dropped at drop boxes until July 21 at 7:00 p.m.

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- Summer Reading Program Finale will be held at Memory Park on Wednesday, July 15th from 10:00 a.m. to 2:00 p.m. featuring life-like dinosaurs, story time, and outdoor play.
- Chino Valley Movie in the Park and Open Mic Nights will be held at Memory Park,

5. 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.

Councilmember McCafferty requested to pull item 5e from the consent agenda.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Consent Agenda items a, b, c, d, f, and g.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

a. Consideration and possible action to appoint members to the Public Safety Retirement Board (PSRB).

b. Consideration and possible action to approve a Third Amendment to the Ranch and Farm Lease Agreement between the Town of Chino Valley and Curt A. Wells on the Del Rio Ranch property formerly known as the Bond Ranch.

c. Consideration and possible action to approve Resolution No. 2026-1321, Intergovernmental Agreement with the Arizona Department of Public Safety, Gang & Immigration Intelligence Team Enforcement Mission (GIITEM), and Chino Valley Police Department.

d. Consideration and possible action to adopt Resolution No. 2026-1315, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2026-2027, pursuant to Section 48-574, Arizona Revised Statutes.

e. Consideration and possible action to adopt Resolution No. 2026-1316, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2026-2027, pursuant to Section 48-574, Arizona Revised Statutes.

Councilmember McCafferty stated that his only concern was the citizens having to subsidize nearly $5,000 for this district and pointed out that no one from the public spoke on the item at the two public hearings voicing any concern. He felt that if the property owners weren't concerned about it, they shouldn't force the rest of the citizens to subsidize their lot

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improvements.

Katie Pehl, Finance Director, presented the following:

- Gave an overview of the Maintenance Improvement District (MID).
- Staff had proposed $9,500 rather than the full projected annual maintenance cost of $14,375 to decrease the assessment on the property owners for the coming fiscal year.
- Staff was in the process of obtaining quotes for maintenance services with a new scope of work and felt there was potential for the cost not to have to be subsidized again.
- Discussed the time constraints on this item to get it to the County in time for them to complete their process to get it on the tax rolls for the upcoming year.

Council and staff discussed the following:

- Councilmember McCafferty reiterated his position on the citizens not subsidizing the maintenance of 25 residents.
- Councilemember Switzer inquired if the vote could be delayed until the quotes come in and if Councilmember McCafferty is suggesting a vote to only have the Town pay the original amount.
    - Andrew McGuire, Town Attorney, stated that the Council could repeal the prior resolution, readopt the final budget at the full amount, and then have the hearings again and levy the tax amount. The statutory deadline is the third Monday in August. However, the County has to do their job by the third Monday in August, making the Town's practical deadline to provide its information to the County tomorrow. The time for this discussion was at the last meeting when the public hearing was held and the original resolution was adopted.
- Staff stated that they heard the Council's sentiment to bring the item back to them next year fully funded.
- Councilmember Stankewicz clarified that these 25 properties are individual residences without an HOA or CC&Rs and inquired if the levy was explained to homeowners during purchase.
    - Staff stated there is no HOA, and in the process of purchase the title agency will contact the Town to see if there are any assessments due and anything that exists would be provided at the time of purchase. However, staff does not see those things directly. Additionally, the previous amount assessed was much smaller.
- Councilmember Holt inquired what was previously assessed.
    - Staff stated the previous amount was $2,700 when the builder was managing it, but when it was passed to the Town, it went up to $9,500, tripling the amount on the property owners. In future years, staff hopes to have a more refined scope of work to match the assessment amount with the expenses.
- Councilmember Switzer inquired if there was a legal way to get out of the MID.
    - Andrew McGuire, Town Attorney, stated there is a dissolution process which the Council would be involved in. But they can't do that until after they get through the full year they have contracted.
- Councilmember McCafferty inquired if the Town would still be subsidizing $4,800 if the quotes came in at $9,800.

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- Staff stated the Town would only cover the difference between what is collected and the total cost.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John Stankewicz to approve Consent Agenda item 5e.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John Stankewicz

NAY: Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

3 - 4 Failed

Andrew McGuire, Town Attorney, explained that the Town now does not have a tax levy for the properties and the Town will have to fund the entire amount out of the general fund and nothing will be collected from the property owners.

Several councilmembers indicated that they were not aware that would be the outcome.

MOVED by Councilmember Robert Switzer, seconded by Councilmember Larry Holt to reconsider the item.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

MOVED by Mayor Tom Armstrong, seconded by Councilmember John Stankewicz to reconsider the original motion.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

f. Consideration and possible action to approve the June 9, 2026, regular meeting minutes.

g. Consideration and possible action to approve the June 23, 2026, regular and special meeting minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on

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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 a budget transfer in the amount of $35,000 from the General Fund contingency to the General Fund - Engineering - Water Resources Consultant budget and to approve the Amended and Restated Professional Services Agreement with Mark Holmes, LLC, for water resources consulting services.

Recommended Action: (a) Approve the budget transfer in the amount of $35,000 from General Fund contingency to the General Fund - Engineering - Water Resources Consultant budget; and (b) Approve the Amended and Restated Professional Services Agreement with Mark Holmes LLC for water resources consulting services.

Jessi Sorteberg, Executive Analyst, presented the following:

- Briefly discussed the history of the Town's agreements with Mark Holmes, LLC.
- Outlined changes to the agreement including annual performance and renewal discussions, updates to invoice and billing procedures, clarifications to termination provisions, etc.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve a budget transfer in the amount of $35,000 from the General Fund contingency to the General Fund - Engineering - Water Resources Consultant budget and to approve the Amended and Restated Professional Services Agreement with Mark Holmes, LLC for water resources consulting services.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

b. Consideration and possible action to approve a Second Amendment to the Purchase and Sale Agreement between the Town of Chino Valley and Chino Valley Rodeo Drive, LLC, extending the closing date by 60 days.

Recommended Action: Approve a Second Amendment to the Purchase and Sale Agreement between the Town of Chino Valley and Chino Valley Rodeo Drive, LLC, extending the closing date by 60 days.

Terri Denemy, Town Manager, presented the following:

- Gave a brief overview of the project, its history, potential tax revenue, and previous actions by Council.
- Stated the company would still be honoring the earnest money forfeiture date of July 13, 2026, to demonstrate their commitment to the project.

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MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve a Second Amendment to the Purchase and Sale Agreement between the Town of Chino Valley and Chino Valley Rodeo Drive, LLC, extending the closing date by 60 days.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Larry Holt to adjourn the meeting at 6:51 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

7 - 0 Passed - Unanimously

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_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of July, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Erin N. Deskins, Town Clerk

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4f
MEETING DATE: 8/25/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:
Consideration and possible action to approve the August 5, 2026, special meeting minutes.

STAFF RECOMMENDATION:
Approve the August 5, 2026, special meeting minutes.

ATTACHMENTS:

1.	2026_08_05_CC_SP_MND_wWM

MINUTES OF THE SPECIAL MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
WEDNESDAY, AUGUST 5, 2026
3:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

1. CALL TO ORDER, ROLL CALL

Councilmember Holt called the meeting to order at 3:02 p.m.

Present:	Mayor Tom Armstrong - remote, Vice-Mayor Eric Granillo - remote, Councilmember John McCafferty - remote, Councilmember Larry Holt, Councilmember Robert Switzer - remote, Councilmember John Stankewicz
Absent:	Councilmember Sherri Phillips
Staff Present:	Executive Assistant Mike Coomer, Town Clerk Erin N. Deskins

2. ACTION ITEM

a. Consideration and possible action to adopt Resolution No. 2026-1323, declaring and adopting the results of the 2026 Primary Election held on July 21, 2026.

Recommended Action: Adopt Resolution No. 2026-1323, declaring and adopting the results of the Primary Election held on July 21, 2026.

There was no discussion on this item.

MOVED by Councilmember John Stankewicz, seconded by Councilmember Robert Switzer to adopt Resolution No. 2026-1323, declaring and adopting the results of the 2026 Primary Election held on July 21, 2026.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

6 - 0 Passed - Unanimously

3. ADJOURNMENT

MOVED by Councilmember John McCafferty, seconded by Councilmember John Stankewicz to adjourn the meeting at 3:04 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Larry Holt, Councilmember Robert Switzer, Councilmember John Stankewicz

NAY: None

6 - 0 Passed - Unanimously

DRAFT

_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 5th day of August, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Erin N. Deskins, Town Clerk

DRAFT

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 8/25/2026
CONTACT PERSON: Ryan Anderson, Public Works Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Consideration and possible action to approve the Groundwater Extinguishment Credits Purchase Agreement with Michael and Kathleen O'Connor-Masse, allowing the Town to Purchase 294.3 acre-feet of extinguishment credits in the amount of $70,632 plus administrative fees.

SUMMARY:
The Town of Chino Valley is periodically presented with opportunities to acquire groundwater extinguishment credits that may be utilized to support Certificates of Assured Water Supply for projects deemed beneficial to the community. These credits represent legal groundwater rights within the Prescott Active Management Area (AMA) and are an increasingly valuable and limited resource, as very few extinguishment credits remain available within the AMA.

The purchase of these will bolster the Town's water resources portfolio. Maintaining an inventory of these credits allows the Town to respond to future development opportunities and support Council-approved projects that further community goals and priorities.

The Town has acquired 1,391.73 groundwater extinguishment credits since 2021. The current opportunity is being offered by Michael and Kathleen O'Connor-Masse, who have proposed the sale of the 294.3 acre-feet (AF) of groundwater extinguishment credits to the Town. This acquisition will bring the Town's total portfolio of extinguishment credits to 1,686.03.

PREVIOUS ACTION:
The Town purchased 350.1 AF and 375.0 AF in 2021, 165 AF in 2023, 242.88 AF in 2024, and 258.75 AF in 2025.

STAFF RECOMMENDATION:
Approve the Groundwater Extinguishment Credits Purchase Agreement with Michael and Kathleen O'Connor-Masse, allowing the Town to Purchase 294.3 acre-feet of extinguishment credits in the amount of $70,632 plus administrative fees.

FISCAL IMPACT?

Available budget: General Capital Improvement Fund - Misc. Capital Projects	$1,000,000.00

Less this approval item: $70,632 (294.3 AF x $240.00/AF) for the extinguishment credits One-time $500 Arizona Department of Water Resources conveyance fee	-71,132.00
Remaining budget: General Capital Improvement Fund - Misc. Capital Projects	$928,868.00

ATTACHMENTS:

1.	Purchase Agreement
2.	Conveyance Form 1 - June 29 2026
3.	Conveyance Form 2 - June 29 2026

GROUNDWATER EXTINGUISHMENT CREDITS PURCHASE AGREEMENT

This Groundwater Extinguishment Credits Purchase Agreement (this "Agreement") is effective _____, by and between Michael and Kathleen O'Connor-Masse (together, "Seller") and the Town of Chino Valley, an Arizona municipal corporation ("Buyer") (each, a "Party," and together, the "Parties").

RECITALS

A. Seller owns 294.3 acre-feet of merchantable and valid extinguished water supply credits in the Prescott Active Management Area, as set forth in Irrigation Grandfathered Right Nos. 58-105238.0003 (54.3 acre-feet) and 58-111864.0002 (240 acre-feet) (together, the "Credits").

B. Seller desires to sell, and Buyer desires to purchase, the Credits pursuant to the terms and conditions of this Agreement.

AGREEMENT

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

1. Effective Date. This Agreement shall be effective as of the date it is (i) approved by the Mayor and Common Council of the Town of Chino Valley, authorizing the execution of this Agreement by a representative of the Town, and (ii) fully executed by the Parties' authorized representatives.

2. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, Seller's right, title, and interest in and to the Credits, subject to the terms of this Agreement, to the extent the Arizona Department of Water Resources ("ADWR") approves the Credits transfer.

3. Purchase Price and Terms. Buyer shall pay Seller **$70,632** for the Credits. In addition, Buyer agrees to pay the cost of executing a Conveyance of Extinguishment Credits (the "Conveyance") to transfer the Credits to Buyer.

4. Warranties of Seller. Seller hereby represents, covenants, and warrants to Buyer that the following are true now and will be at closing:

(a) Authority. Seller has the right and authority to enter into this Agreement and consummate the transactions intended in this Agreement.

(b) Title to the Credits. Seller has, or at closing will have, good and merchantable, fee simple title to the Credits. The Credits will be free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The Credits are in good standing with the ADWR, have not been

forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.

(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect this transaction's consummation or constitute any cloud upon the Credits' title. Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings, or investigations that might result in any cloud upon the Credits' title or any other material change in the Credits' value.

(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, during, and after closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

6. Conditions Precedent. All Buyer's obligations to close this transaction are subject to the fulfillment of each of the following conditions before or at closing:

(a) Seller's Compliance. Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it is necessary to execute and file the Conveyance with the ADWR.

(b) Proof of Title. Seller shall take action necessary to provide documentation reasonably requested by Buyer to prove or support the Credits' free and clear title and validity. The sale is subject to Seller being able to provide a letter from the ADWR evidencing the approval and processing of the Conveyance with free and clear title for the Credits. Buyer shall pay Seller for the Credits only upon issuance of the Conveyance by ADWR.

7. Fulfillment of Conditions Precedent. Upon fulfillment of the conditions precedent, the total purchase price shall be paid to Seller at closing.

8. Miscellaneous Provisions.

(a) Additional Documentation. Any other documentation required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) Indemnification. Seller and Buyer shall each, to the extent permitted by law, indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, or liabilities arising out of this transaction.

(c) Notices. All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to Seller: Michael and Kathleen O'Connor-Masse
2572 N Road 1 East
Chino Valley, AZ 86323

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

Copied to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.

(e) Captions. The captions of any articles, paragraphs, or sections hereof are made for convenience only and do not control or affect the meaning or construction of any other provisions hereof.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants and any attorney's and consultant's fees incurred by them in the enforcement of any of the terms and provisions of this Agreement or in connection with the Credit described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

9. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement or in connection with this transaction will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

10. Assignment. Buyer may assign this Agreement at Buyer's sole discretion without Seller's consent.

11. Conflict of Interest. This Agreement may be terminated in accordance with A.R.S. § 38-511.

[SIGNATURES FOLLOW]

The Parties have executed this Agreement as of the date set forth above.

SELLER:

MICHAEL & KATHLEEN
O'CONNOR-MASSE

Michael O'Connor-Masse

Kathleen O'Connor-Masse

BUYER:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

ARIZONA DEPARTMENT OF WATER RESOURCES
ACTIVE MANAGEMENT AREA
1110 W. Washington St., Suite 310
PHOENIX, ARIZONA 85007-2954
(602) 771-8585

Conveyance of Extinguishment Credits

A.A.C. R12-15-723

DATE RECEIVED

- The Credit holder's signature on this form must be notarized.
- **The fee for a Conveyance of Extinguishment Credits is $250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Active Management Area Section at 602-771-8585). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- The effective date of this conveyance is the date of Notarization.
- Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- Extinguishment credits may not be transferred or pledged outside of the Active Management Area in which they originated.

The undersigned party hereby notifies the Arizona Department of Water Resources of the Conveyance of the following extinguishment credits:

EXTINGUISHMENT DOCUMENT NUMBER: 58 - 1052380.0003	ACTIVE MANAGEMENT AREA (CHECK ONE): ☐ Phoenix ☐ Pinal ■ Prescott ☐ Tucson
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT: 54.3 Acre-Feet	**CREDITS ARE BEING PLEDGED TO (CHECK ONE):**
AMOUNT OF CREDITS TO BE CONVEYED: 54.3 Acre-Feet	☐ DESIGNATED WATER PROVIDER — DWR NO. 26/86-
	☐ CERTIFICATE OF ASSURED WATER SUPPLY — DWR NO. 27-
	■ **CREDITS ARE NOT BEING PLEDGED AT THIS TIME**

Creditholder		***If credits are not being pledged at this time, convey to:***	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Michael O'Connor-Masse		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Town of Chino Valley	
MAILING ADDRESS 2572 N Road 1 East		MAILING ADDRESS 202 N State Route 89	
CITY / STATE / ZIP CODE Chino Valley, AZ 86323		CITY / STATE / ZIP CODE Chino Valley, AZ 86323	
CONTACT PERSON NAME AND TITLE Michael O'Connor-Masse - CV Farms		CONTACT PERSON NAME AND TITLE Mark Holmes - Town Water Advisor	
TELEPHONE NUMBER 928-533-3331	EMAIL ADDRESS info@cvfarms.com	TELEPHONE NUMBER 928-277-5253	EMAIL ADDRESS mark.holmes.llc@gmail.com

Sign in the presence of a Notary Public

SIGNATURE OF CREDITHOLDER — DATE

REVISED April 2025

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF _____)

Subscribed and sworn to before me by _____,
(SELLER)
this _____ day of _____, 20_____.

_____
NOTARY PUBLIC SIGNATURE

(SEAL)

_____/_____/_____
DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Submit form via:

Mail:

Arizona Department of Water Resources
Active Management Area
1802 W. Jackson St. Box #79
Phoenix, AZ 85007

Hand-deliver:

Arizona Department of Water Resources
Active Management Area
1110 W. Washington St., Suite 310
Phoenix, AZ 85007

ARIZONA DEPARTMENT OF WATER RESOURCES
ACTIVE MANAGEMENT AREA
1110 W. Washington St., Suite 310
PHOENIX, ARIZONA 85007-2954
(602) 771-8585

Conveyance of Extinguishment Credits

A.A.C. R12-15-723

DATE RECEIVED

- The Credit holder's signature on this form must be notarized.
- **The fee for a Conveyance of Extinguishment Credits is $250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Active Management Area Section at 602-771-8585). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- The effective date of this conveyance is the date of Notarization.
- Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- Extinguishment credits may not be transferred or pledged outside of the Active Management Area in which they originated.

The undersigned party hereby notifies the Arizona Department of Water Resources of the Conveyance of the following extinguishment credits:

EXTINGUISHMENT DOCUMENT NUMBER: 58 - 1 1 1 8 6 4 . 0 0 0 2

ACTIVE MANAGEMENT AREA (CHECK ONE): ☐ Phoenix ☐ Pinal ☒ Prescott ☐ Tucson

AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT: 240 Acre-Feet

AMOUNT OF CREDITS TO BE CONVEYED: 240 Acre-Feet

CREDITS ARE BEING PLEDGED TO (CHECK ONE):

☐ DESIGNATED WATER PROVIDER — DWR NO. 26/86-

☐ CERTIFICATE OF ASSURED WATER SUPPLY — DWR NO. 27-

☒ **CREDITS ARE NOT BEING PLEDGED AT THIS TIME**

Creditholder		***If credits are not being pledged at this time, convey to:***	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Michael O'Connor-Masse		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Town of Chino Valley	
MAILING ADDRESS 2572 N Road 1 East		MAILING ADDRESS 202 N State Route 89	
CITY / STATE / ZIP CODE Chino Valley, AZ 86323		CITY / STATE / ZIP CODE Chino Valley, AZ 86323	
CONTACT PERSON NAME AND TITLE Michael O'Connor-Masse - CV Farms		CONTACT PERSON NAME AND TITLE Mark Holmes - Town Water Advisor	
TELEPHONE NUMBER 928-533-3331	EMAIL ADDRESS info@cvfarms.com	TELEPHONE NUMBER 928-277-5253	EMAIL ADDRESS mark.holmes.llc@gmail.com

Sign in the presence of a Notary Public

SIGNATURE OF CREDITHOLDER — DATE

REVISED April 2025

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF _____)

Subscribed and sworn to before me by _____,
(SELLER)
this _____ day of _____, 20_____.

_____
NOTARY PUBLIC SIGNATURE

(SEAL)

_____/_____/_____
DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Submit form via:

Mail:

Arizona Department of Water Resources
Active Management Area
1802 W. Jackson St. Box #79
Phoenix, AZ 85007

Hand-deliver:

Arizona Department of Water Resources
Active Management Area
1110 W. Washington St., Suite 310
Phoenix, AZ 85007

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessica Barragan, Senior Planner
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Public hearing, consideration, and possible action on Ordinance No. 2026-969 (ZC-2026-04) to rezone approximately 2.86 acres of land located at 3255 N. State Route 89, Chino Valley, Arizona, from Commercial Light/Agricultural Residential (CL/AR-5) to Commercial Heavy (CH).

SUMMARY:
This is a request by The Roberts Family Trust for a rezone of approximately 2.86 acres of land from Commercial Light/Agricultural Residential (CL/AR-5) to Commercial Heavy (CH). The property is located at 3255 N State Route 89, Chino Valley, Arizona. The property is currently vacant and no specific development proposal has been submitted with this rezone request. Kindly refer to the detailed project information provided to the Planning and Zoning Commission on August 4, 2026, included in Attachment 3, "Planning and Zoning Staff Report."

PREVIOUS ACTION:
On August 4, 2026, the Planning and Zoning Commission forwarded a recommendation of APPROVAL for ZC-2026-04, as presented, subject to the staff report, information provided during the hearing, and the conditions of approval in Attachment A. The motion passed with a 6-0 vote. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes (Attachment 2) and staff report (Attachment 3).

STAFF RECOMMENDATION:
(i) Hold the public hearing. (ii) Approve Ordinance No. 2026-969 for ZC-2026-04, rezoning approximately 2.86 acres located at 3255 N State Route 89 from Commercial Light/Agricultural Residential (CL/AR-5) to Commercial Heavy (CH), subject to the conditions contained in the Ordinance.

FISCAL IMPACT?
N/A

ATTACHMENTS:

1.	ORD 2026-969 - Roberts Rezone (ZC-2026-04)
2.	Attachment 2 - P&Z Minutes ZC-2026-04
3.	Attachment 3 - P&Z Staff Report ZC-2026-04

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2026-969

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 2.86 ACRES OF REAL PROPERTY LOCATED AT 3255 N. STATE ROUTE 89 (APN 306-04-032C), FROM COMMERCIAL LIGHT/AGRICULTURAL-RESIDENTIAL, MINIMUM 5 ACRES, TO COMMERCIAL HEAVY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 2.86 acres of real property located at 3255 N. State Route 89 (Yavapai County Assessor Parcel No. 306-04-032C), as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Commercial Light/Agricultural-Residential, Minimum 5 Acres ("CL/AR-5"), to Commercial Heavy ("CH") (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment is in conformance with the Make it Chino! General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission recommended approval of the Zoning Map Amendment (ZC-2026-04); and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, in accordance with A.R.S. § 9-462.01, the Town Council has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3).

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.

SECTION 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 2.86 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from CL/AR-5 to CH,

subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulations:

1. The property owner shall comply with all conditions, codes, rules, fees, and regulations applicable to this action.

2. The property owner signed a Waiver of Claims form, which was recorded with the Yavapai County Recorder's Office prior to the public hearing and the Town Council's final decision on this item.

3. Any use or construction on the property requires compliance by the owner with Town development standards, including landscape, lighting, signage, parking, setbacks, and approval by the Town's Development Services Department.

4. Any future buildings or structures on the property shall be site-built construction in accordance with SR 89 corridor policies. Modular or manufactured buildings are not permitted.

5. Access through the property's southern panhandle shall be prohibited unless legal access is established and all required approvals and permits are obtained.

6. With the proposed rezoning alone, no specific site improvements are required at this time. However, any future uses or development/new construction on the property may trigger requirements for paved parking and maneuvering areas, drainage improvements, and other UDO standards (e.g., UDO § 4.22).

7. The property does not have Town water or sewer service nearby. Any future development shall meet Yavapai County Development Services requirements for on-site wastewater (septic) systems and Arizona Department of Water Resources requirements for water supply.

8. The property owner shall coordinate with Central Arizona Fire and Medical Authority for any necessary fire protection, access, and maneuvering requirements for future development.

9. Any future grading or development on the property shall include a drainage report and grading plans prepared by an Arizona Registered Civil Engineer, detaining to historic rates and accommodating off-site flows.

SECTION 3. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating that the zoning is subject to compliance with the stipulations provided herein.

SECTION 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of August 2026.

_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

I hereby certify that the above foregoing Ordinance No. 2026-969 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on August 25, 2026, and that quorum was present, and that the vote thereon was ___ ayes, ___ nays, and ___ abstentions. ___ Council members were absent or excused.

_____
Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE NO. 2026-969

[Property Description]

PARCEL 1:
A portion of the Southeast quarter of Section 3, Township 16 North; Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the East quarter corner of said Section 3;

Thence Southerly along the East Section line on a bearing of South 00 degrees, 58 minutes, 30 seconds, East, a distance of 1364.26 feet;

Thence South 89 degrees, 58 minutes, 10 seconds, West a distance of 1083.17 feet to a point on the Easterly right of way line of U.S. Highway 89;

Thence Northerly along said Easterly right of way line on a bearing of North 05 degrees, 54 minutes, 46 seconds, East, a distance of 50.27 feet to the TRUE POINT OF BEGINNING;

Thence North 05 degrees, 54 minutes, 46 seconds, East, a distance of 516.05 feet;

Thence South 86 degrees, 30 minutes, East a distance of 335.6 feet;

Thence North 79 degrees, 25 minutes, East, a distance of 43.8 feet;

Thence South 06 degrees, 08 minutes, 15 seconds, West, a distance of 503.57 feet;

Thence South 89 degrees, 58 minutes, 10 seconds, West, a distance of 377.34 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress and egress described as follows:

BEGINNING at the East quarter corner of said Section 3;

Thence Southerly along the East Section line on a bearing of South 00 degrees, 58 minutes, 30 seconds, East, a distance of 1364.26 feet;

Thence South 89 degrees, 58 minutes, 10 seconds, West, a distance of 1083.17 feet to the TRUE POINT OF BEGINNING on the Easterly right of way line of U.S. Highway 89;

Thence Northerly along said Easterly right of way line on a bearing of North 05 degrees, 54 minutes, 46 seconds, East a distance of 50.27 feet;

Thence North 89 degrees, 58 minutes, 10 seconds, East, a distance of 377.34 feet;

Thence South 06 degrees, 08 minutes, 15 seconds, West, a distance of 50.29 feet;

Thence South 89 degrees, 58 minutes, 10 seconds, West, a distance of 377.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described property:

All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a General Land Office Brass Capped Pipe Monument on the East line of Section 3 marked one-quarter corner, said corner is 44.74 feet Southerly of record location;

Thence South 00 degrees, 58 minutes, 30 seconds, East, 1364.26 feet along the section line to a point 1409.00 feet Northerly of a one and one-fourth inch iron pipe marking the Southeast Corner of Section 3;

Thence South 89 degrees, 58 minutes, 10 seconds, West, 1083.17 feet to a one-half inch rebar on the Easterly right of way line of U.S. Highway 89;

Thence North 05 degrees, 54 minutes, 46 seconds East, along right of way 393.56 feet to a one-half inch rebar and the TRUE POINT OF BEGINNING.

Thence North 05 degrees, 54 minutes, 46 seconds, East, 172.76 feet to a one-half inch rebar;

Thence South 86 degrees, 30 minutes, East, 335.60 feet to a one-half inch rebar;

Thence North 79 degrees, 25 minutes, East, 43.80 feet to a one-half inch rebar;

Thence South 06 degrees, 08 minutes, 15 seconds, West, 183.46 feet to a one-half inch rebar;

Thence North 86 degrees, 30 minutes, West, 376.91 feet to the TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described property:

All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a General Land Office Brass Capped Pipe Monument on the East line of Section 3 marked one-quarter corner, said corner is 44.74 feet Southerly of record location;

Thence South 00 degrees, 58 minutes, 30 seconds, East, 1364.26 feet along the section line to a point 1409.00 feet Northerly of a one and one-fourth inch iron pipe marking the Southeast Corner of Section 3;

Thence South 89 degrees, 58 minutes, 10 seconds, West, 1083.17 feet to a one-half inch rebar on the Easterly right of way line of U.S. Highway 89;

Thence North 05 degrees, 54 minutes, 46 seconds, East along right of way, 294.03 feet to the TRUE POINT OF BEGINNING;

Thence North 05 degrees, 54 minutes, 46 seconds, East, 99.53 feet to a one-half inch rebar;

Thence South 86 degrees, 30 minutes East, 376.91 feet to a one-half inch rebar;

Thence South 06 degrees, 08 minutes, 15 seconds, West, 99.55 feet to a one-half inch rebar;

Thence North 86 degrees, 30 minutes, West, 376.52 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:
All that portion of Section 3, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a General Land Office Brass Capped Pipe Monument on the East line of Section 3 marked one-quarter corner, said corner is 44.74 feet Southerly of record location;

Thence South 00 degrees, 58 minutes, 30 seconds, East, 1364.26 feet along the Section line to a point 1409.00 feet Northerly of a one and one-fourth inch iron pipe marking the Southeast Corner of Section 3;

Thence South 89 degrees, 58 minutes, 10 seconds, West, 1083.17 feet to a one-half inch rebar on the Easterly right of way of U.S. Highway 89;

Thence North 05 degrees, 54 minutes, 46 seconds, East along right of way 294.03 feet to the TRUE POINT OF BEGINNING;

Thence North 05 degrees, 54 minutes, 46 seconds, East, 99.53 feet to a one-half inch rebar;

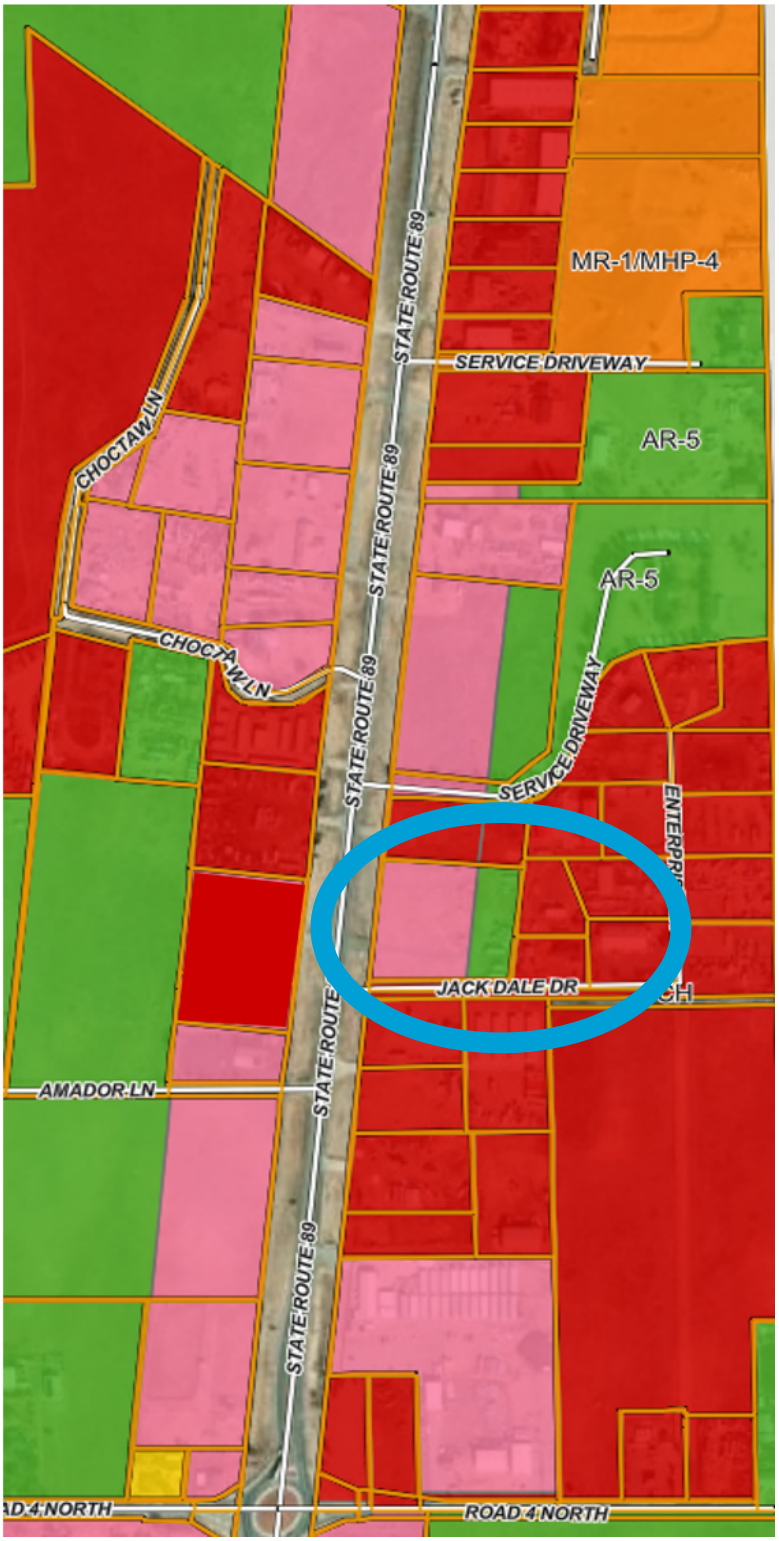
Thence South 86 degrees, 30 minutes, East, 376.91 feet to a one-half inch rebar;

Thence South 06 degrees, 08 minutes, 15 seconds, West, 99.55 feet to a one-half inch rebar;

Thence North 86 degrees, 30 minutes, West, 376.52 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE NO. 2026-969

[Zoning Map]



Planning and Zoning Commission Meeting Minutes
August 4, 2026

A regular meeting of the Town of Chino Valley Planning and Zoning Commission was held on Tuesday, August 4, 2026, at the Town of Chino Valley Council Chambers, 202 N. State Route 89, Chino Valley, Arizona.

PLANNING AND ZONING COMMISSION MEMBERS present: Chair Chuck Merritt, Vice-Chair Gary Pasciak, Commissioner Teena Meadors, Commissioner Joseph Morabito, Commissioner Steve Stotz, and Alternate Commissioner Mark Schuerman. Commissioner Michael Ditta and Commissioner Richard Zamudio were absent.

STAFF MEMBERS present: Laurie Lineberry, Development Services Director, Jessica Barragan, Senior Planner, Gerreann Froberg, Senior Processing Coordinator, and Nicholas Harwick, Audio/Video.

CALL TO ORDER: Chair Merritt called the meeting to order at 6:00 p.m. A quorum was declared. The Commission meeting began with the Pledge of Allegiance led by Commissioner **Schuerman.**

CONSENT CALENDAR – A motion was made by Commissioner **Meadors** to accept the consent agenda. The motion was **seconded** by Vice-Chair **Pasciak** and passed unanimously by a 6-0 vote.

PUBLIC HEARING #D.1 - ZC-2026-04 – This is a request by The Roberts Family Trust for a rezone of approximately 2.86 acres of land from CL/AR-5 to Commercial Heavy (CH). The property is located at 3255 N State Route 89, Chino Valley, Arizona.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. There were none.

Jessica Barragan, Senior Planner, presented the staff report and showed a slide of the vicinity and surrounding properties. She explained that the property was currently vacant, and a rezone to CH would align with the surrounding properties and the Town's 2040 General Plan. **Barragan** shared that a Neighborhood Meeting was held on June 25, 2026, one neighbor attended and raised a concern of the Southern access. Staff confirmed that there was no record of legal access, and the neighbor agreed that the issue was unrelated to the proposed rezone. Staff received no opposition to the project. She stated that the applicant was in attendance, had nothing further to add, and declined to speak. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

Merritt asked the Commission if they had any questions for staff.

Stotz asked if the parcel was currently zoned both Agricultural Residential (AR-5) and Commercial Light (CL).

Barragan explained the parcel was currently a mix of CL and AR-5 zoning.

Schuerman asked if the property was currently vacant.

Barragan replied yes.

Merritt asked the Commission if they had any questions for the applicant. There were none.

Merritt opened the meeting for public comments and shared the rules for speaking with the Commission.

Ed Bloomfield, 2780 Eldred Road, Chino Valley, stated that he owned three other properties in the industrial park, and had no problem with the rezone to heavy commercial. His only concern was the South entrance that used Jack Dale Drive. He stated that he was told at the neighborhood meeting to come up with the paperwork to show that the Robert's Trust did not have access to the easement, he did not have any paperwork, because there was none. He stated that if the Roberts had any paperwork to

show access, then they needed to produce it. He wanted an agreement with the Roberts for maintenance on the road because they had heavy trucks coming up and down the road and he wanted them to share the maintenance expenses, as the road needed to be repaved.

Merritt closed the public portion of the meeting.

Merritt asked the Commission if they had any further questions for staff.

Morabito asked if the Town required easement agreements.

Barragan replied no, it would be between the owners.

Merritt asked the applicant if he wished to respond to the public comments.

Martin Roberts, applicant, stated that when he purchased the land many years ago there was a horse farm behind his property with an easement into the horse farm. He explained that he and his wife wanted to retire and do it the right way, like other neighbors had done. He purchased the land before the subdivision was built behind it, that there was only an easement to the horse farm. When Jack Dale Drive was put in, he told the Town Council that he should be able to use the easement as it was there prior to the subdivision.

Motion was made by Pasciak, seconded by Morabito, to approve ZC-2026-04, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A.

Commission discussion ensued.

Merritt reiterated that the land originally had an easement to a ranch behind it, and after it was made into a subdivision the easement was turned into a road and asked if it was a public easement.

Lineberry explained that it was not a public easement. For this situation, staff added to the Conditions of Approval, Item 5, and the applicant agreed to access the property from State Route 89 without using the easement. She stated that future owners may be interested in participating in maintenance of the easement, for the use of it.

Merritt stated that staff could not determine that the applicant had legal access to the easement, and asked if that could affect the decision on the rezone. He asked if the Commission could add a condition to the rezone that the property owners needed to come to an agreement on the easement.

Lineberry replied that they already had a condition, Item 5, that stated the applicant agreed not to use the easement.

Barragan further explained that the access was a panhandle. She showed an image of the Wildcat Subdivision showing the panhandle, that it was owned by American Holdings, and was shared with another tenant to the East, Vasquez. She stated that any future development plan on the property would require an agreement for easement access if they wanted to use it.

Merritt stated that if the owner did not have an issue not having access, then the Commission would not require an additional condition.

Lineberry stated that a condition could be added that the panhandle be blocked off to prevent access.

Barragan replied that the panhandle already had a gate.

A roll-call vote was taken and the motion passed with a 6-0 vote.

TOWN OF CHINO VALLEY
Planning Commission Staff Report
August 4, 2026
File Number ZC-2026-04
Rezone

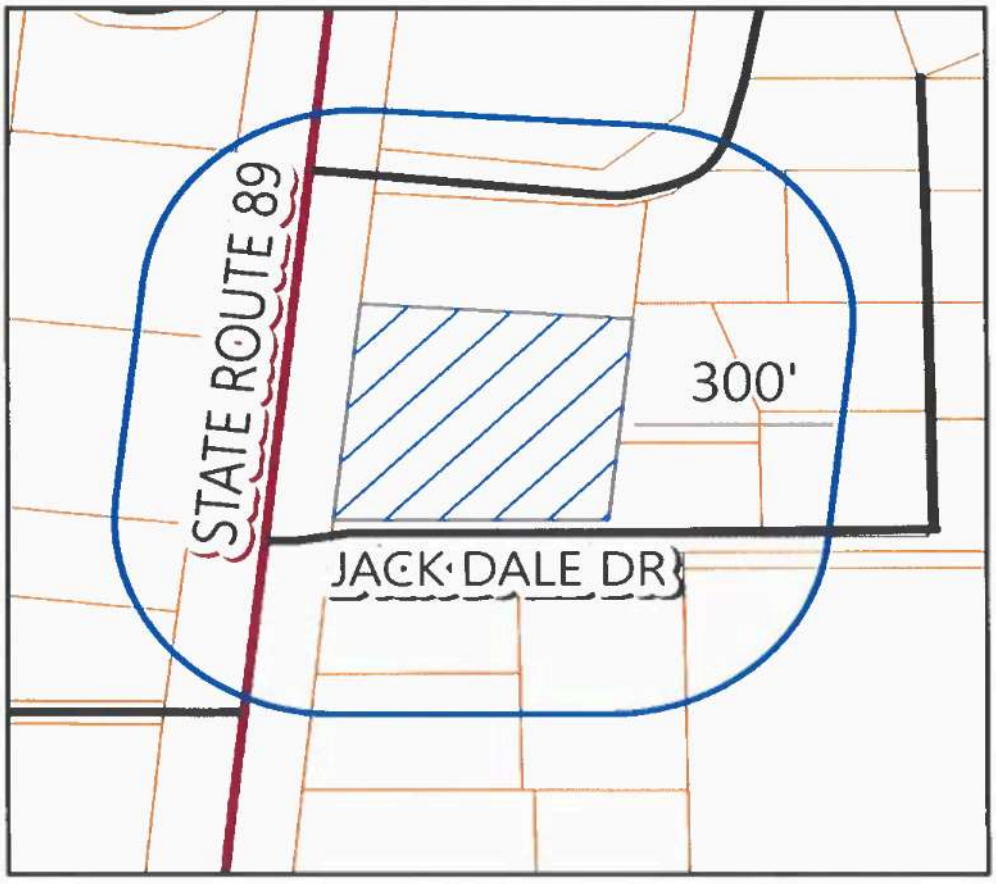
PROJECT DESCRIPTION

This is a request by The Roberts Family Trust for a rezone of approximately 2.86 acres of land from CL/AR-5 to Commercial Heavy (CH). The property is located at 3255 N State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL/AR-5" – Commercial Light / Agricultural Residential	Vacant	LI – Light Industrial
North	"CH" – Commercial Heavy	Vacant	LI – Light Industrial
South	"CH" – Commercial Heavy	Outlaw Upholstery	LI – Light Industrial
East	"CH" – Commercial Heavy	Chino Glass	LI – Light Industrial
West	"CH" – Commercial Heavy	Mobile Home Sales / Drill Tech (Oakwood Homes)	LI – Light Industrial

LOCATION MAP



PRIOR SITE ACTIONS:	Ordinance No. 349 (1998) – granted for mobile home sales/storage in former C-1 district (max 25 units; expired 2003).
STAFF RECOMMENDATION:	Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Oakwood Homes Rezone (ZC-2026-04) with Conditions of Approval found in Attachment A.
SUGGESTED MOTION:	Move to **APPROVE** Zone Change ZC-2026-04 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A
EFFECT OF THE APPROVAL:	By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Roberts Rezone, located at 3255 N State Route 89, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

Staff Analysis:

The applicant seeks to rezone the approximately 2.86-acre site (APN 306-04-032C) from the split zoning of Commercial Light (CL) and Agricultural/Residential (AR-5) to Commercial Heavy (CH). The purpose is to bring the zoning into full conformance with the Town of Chino Valley 2040 General Plan Future Land Use Map designation of Light Industrial (LI) and to prepare the vacant land for future sale and commercial development. No specific development proposal or site plan is submitted with this rezone request; any future use will be subject to Site Plan Review and compliance with all applicable UDO standards, including SR 89 corridor policies requiring site-built construction for new buildings.

The rezone will allow a wider range of commercial and light industrial uses by right, consistent with surrounding properties zoned CH to the north, south, east, and west (including the recently approved Oakwood Homes rezone directly to the west). The site is currently vacant with no structures. Existing access is from N State Route 89 (ADOT ROW). A potential southern panhandle access was discussed but is not relied upon for this request.

The owner confirmed there is no recorded legal access via the southern panhandle (verbal agreement only, with no documentation located by staff or applicant). This issue was raised by one neighbor but does not affect the rezone itself, as the owner agrees it is a moot point and any future access must be legally established and permitted.

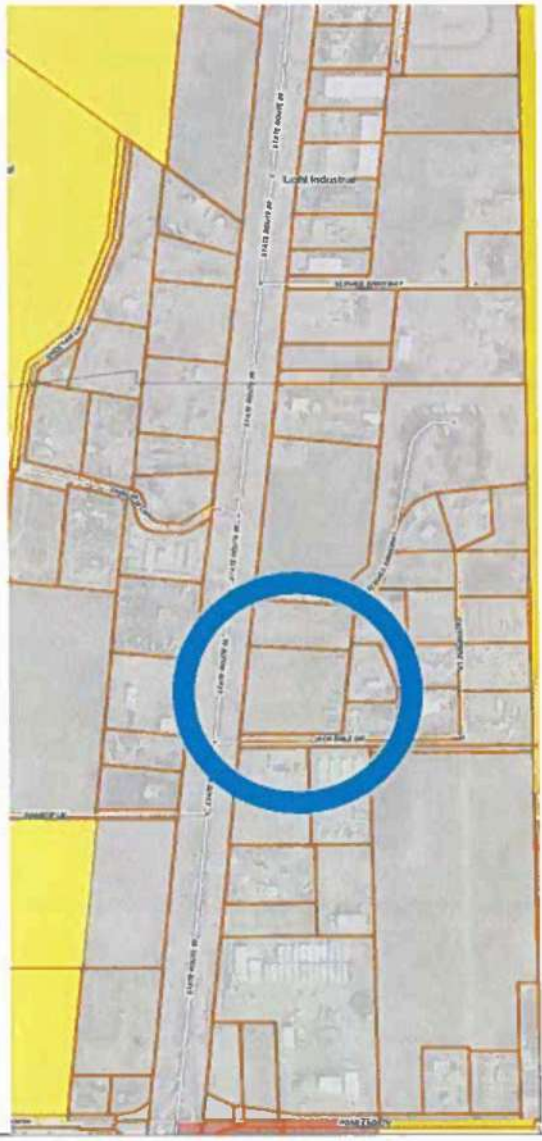
Zoning

The Current zoning is CL/AR-5. Rezoning the entire parcel to CH will eliminate the split zoning, allow CH-permitted uses by right, and bring the property into compliance with the UDO. The proposed CH zoning is compatible with adjacent CH zoning and the surrounding commercial character along the SR 89 corridor, further consistent with the Light Industrial Land Use designation.



General Plan

The 2040 General Plan designates the site Light Industrial (LI). The CH district aligns with the intent of the LI land use designation, which allows for commercial and light industrial activities. The rezoning also supports Economic Development Goal ED-6 (SR 89 Corridor enhancement) by positioning the property for appropriate commercial investment and future site improvements. Staff finds the request consistent with the General Plan.



PUBLIC COMMENTS RECEIVED: None

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON: (7/8/26)

x	Applicant agreed with all of the conditions of approval on (7/9/26)
	Applicant did not agree with the following conditions of approval: (list #'s)
	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:

JESSICA BARRAGAN – SENIOR PLANNER
JBARRAGAN@CHINOAZ.NET
928-636-9472

DATE:

7/14/2026

APPROVED BY:

LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The Applicant shall comply with all conditions listed below, along with all applicable State, County, and Town codes, rules, fees, and regulations that are applicable to this action.
2. The Applicant shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.

Planning: Jessica Barragan, Senior Planner, 928-636-3473

3. Any use or construction on the site requires compliance by the owner with Town Development standards, including landscape, lighting signage, parking, setbacks and approval by the Department of Development Services.
4. Any future buildings or structures on the site shall be site-built construction in accordance with SR 89 corridor policies. Modular or manufactured buildings are not permitted.
5. Access through the southern panhandle shall be prohibited unless legal access is established and all required approvals and permits are obtained.

Public Works/Engineering: Stephen Sullivan, Town Engineer, 928-636-3402

6. With the proposed rezoning alone, no specific site improvements are required at this time. However, any future uses, development/new construction, may trigger requirements for paved parking and maneuvering areas, drainage improvements, and other UDO standards (e.g., UDO §4.22).
7. The Town does not have nearby water or sewer service. Any future development shall satisfy Yavapai County Development Services (YCDS) for on-site wastewater (septic) systems and the Arizona Department of Water Resources (ADWR) for water supply.
8. The applicant shall coordinate with Central Arizona Fire and Medical Authority (CAFMA) for any necessary fire protection, access, and maneuvering requirements for future development.
9. Any future grading or development shall include a drainage report and grading plans prepared by an Arizona Registered Civil Engineer, detaining to historic rates and accommodating off-site flows.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	6/3/2026	NAME:	RICHARD PEREZ	TITLE:	NORTHWEST DISTRICT PERMITS SUPERVISOR
AGENCY:	ADOT – ARIZONA DEPARTMENT OF TRANSPORTATION			EMAIL	NORTHWESTPERMIT@AZDOT.GOV

COMMENT NO.	DATE	DWG/SPEC. PAGE NO.	REVIEWER COMMENT	REVIEWER	CONSULTANT/DESIGNER EXPLANATION/INITIALS*
1	6/1/2026	General	ADOT has no objections with the planning and zoning but we will need to see site plans for any potential developments adjacent to ADOT Right of Way or if it has a potential to impact the ADOT corridor.	NWD	
2	6/1/2026	General	For all developments that may impact state highways, ADOT will require the applicant to go through the ADOT Development Process. Please reach out to Northwestpermit@azdot.gov to schedule a pre-application meeting to begin the development process if your project moves forward. Encroachment Permit Pre-Application Checklist	NWD	
3	6/1/2026	General	ADOT's comments may not be all inclusive. ADOT reserves the right to comment further when Parcel #306-04-032C develops to review the site plans and to comment on any other future meetings regarding Parcel #306-04-032C. Please contact the Northwest District Permits department if you have any questions or concerns.	NWD	

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: JUNE 25, 2026
LOCATION: 3255 N STATE ROUTE 89
ATTENDEES:

- PROPERTY OWNER(S): MR. AND MRS. MARTIN ROBERTS
- TOWN STAFF: JESSICA BARRAGAN (SENOR PLANNER)
- NUMBER NEIGHBORS IN ATTENDANCE – ONE (1) ATTENDEE

SUMMARY OF MEETING OUTCOMES AND ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

One member of the public attended: Mr. Edward Bloomfield. Mr. Bloomfield expressed no concerns over the rezone request but does desire for someone to maintain the existing panhandle access along the southern boundary of the subject property. Staff and the applicant/owner (Martin Roberts) explained that there is no recorded evidence of a legal easement or right-of-way for this southern access. The owner had referenced a possible verbal agreement but was unable to provide documentation, and staff research of public records confirmed no such legal access exists. The owner acknowledged this and confirmed that the rezone request does not rely on or affect this access. Mr. Bloomfield was informed that any future use of that access would require legal establishment and permitting separate from this rezone. No other concerns were raised. The owner agrees the southern access issue is a moot point with no bearing on the rezone approval.

ZONING MAP PROVIDED BY APPLICANT



ATTACHMENT E
STAFF RESEARCH

STAFF RESEARCH –ZC-2026-04
Roberts Rezone

CASE #: ZC-2026-04
CASE PLANNER: JESSICA BARRAGAN

PROJECT NARRATIVE: This is a request by The Roberts Family Trust for a rezone of approximately 2.86 acres of land from CL/AR-5 to Commercial Heavy (CH). The property is located at 3255 N State Route 89, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	3255 N State Route 89				
Parcel Number(s):	306-04-032C				
Parcel Size(s):	124,582 sf				
Total Acreage:	2.86				
Proposed Dwelling Units:	0				
Address:	3255 N State Route 89				
Applicant:	Roberts Martin B & Sharon D Family Trust				
Applicant's Agent:	Martin & Sharon Roberts				
Conforms to G.P. Land Use Conformity Matrix:	Yes		No	X	Rezoning for conformity
Zoning Overlay	PAD	N/A			
Within ½ Mile of SR89?	Yes	X	No		If yes, Property is restricted – site-built only

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL/AR-5" – Commercial Light	Vacant	LI – Light Industrial
North	"CH" – Commercial Heavy	Vacant	LI – Light Industrial
South	"CH" – Commercial Heavy	Outlaw Upholstery	LI – Light Industrial
East	"CH" – Commercial Heavy	Chino Glass	LI – Light Industrial
West	"CH" – Commercial Heavy	Mobile Home Sales/Drill Tech	LI – Light Industrial

Prior Cases or Related Actions:

Type					Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	x	
Annexation	Yes	x	No		Original Town 9/21/1970
General Plan Amendment	Yes		No	x	
Development Agreement	Yes		No	x	
Rezone	Yes	x	No		ZC-2026-04 (Current Request)
Subdivision	Yes		No	x	
Conditional Use Permit	Yes		No	x	
Pre-Application Meeting	Yes	x	No		PA-2026-18
Enforcement Actions	Yes		No	x	

ATTACHMENT E
STAFF RESEARCH

Land Division Status:	Yes		No	x	
Irrigation District:	None				

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:	LI – Light Industrial					
Is Project larger than 25 AC or 50 d.u.?	L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a		
Issues:	None					
Circulation Element:						
Road Classification	State Highway		Existing Row	Y	Required Row	N
Issues:	None					
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Community Center Park					
Within 1 mile of the Peavine Trail?	No					
Flooding?	FEMA Flood Plain Designation	No	Town Flood Map	No		
Issues:	None					
Community Services and Facilities Element:						
Water Source:	Town		Well	x	Prescott		Private System:	
Sewer:	Town		Septic	x		
Issues:	None					
Economic Development Element:						
SR-89 Corridor?	Yes	Enhancement: Goal ED-6	Yes - ED-6.2			
Old Home Manor?	No	Goal ED-2	n/a			
Issues:	None					

NOTIFICATION

- **Legal Ad Published:** (07/07/2026)
- **(300') Vicinity Mailing:** (06/15/2026)
- **Reviewing Agencies Noticed:** (06/11/2026)
- **Neighborhood Meeting:** (6/25/2026)
- **Hearing Dates:** (P&Z 08/04/2026 - TC 08/25/2026)
- **Comments Due:** (7/6/2026)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Colleen Boge – APS	x	7/3/26	x		
Richard Perez - A.D.O.T.	x	6/3/26		x	x
Ralph Baker – C.V.I.D.	x	6/3/26	x		
Kevin O'Neil - CAFMA	x	7/3/26	x		
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health					
SparkLight Cable					
LUMEN (Previously Centurylink)					

ATTACHMENT E
STAFF RESEARCH

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Unisource Gas	x	6/3/26	x		
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor	x	6/3/26	x		
Town of Chino Valley Internal List (Conditions)	**Response Received**	**Date Received**	**"No Conditions"**	**Written Conditions**	**Comments Attached**
Jessica Barragan – Senior Planner – Development Services	x	7/6/26		x	x
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services	x	7/6/26		x	x
Ryan Anderson–Director – Public Works					
Steve Sullivan – Town Engineer – Public Works	x	7/9/26		x	x
Dan Trout – Chief Building Official – Development Services					
Glenn Dalley – Code Enforcement – Development Services					
Joshua McIntire– Chief of Police -Police	x	6/3/26	x		

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessica Barragan, Senior Planner
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Public hearing, consideration, and possible action on Resolution No. 2026-1324 (CUP-2026-01) to renew an existing Conditional Use Permit to allow for the continued use of a rodeo arena and wedding/event facility on property located at 764 W Road 1 South, Chino Valley, Arizona.

SUMMARY:
This is a request by Kristen Martucci, on behalf of Tallman Family Trust & Martucci Kristen S Trustee, to renew the existing Conditional Use Permit originally approved under Ordinance No. 487 on January 10, 2002, for the continued operation of a rodeo arena and wedding/event facility on property zoned Agricultural/Residential Minimum 5-acres (AR-5) located at 764 W Road 1 South, Chino Valley, Arizona. The applicant proposes no expansion or change to the existing use. Kindly refer to the detailed project information provided to the Planning and Zoning Commission on August 4, 2026, included in Attachment 3, "Planning and Zoning Staff Report."

PREVIOUS ACTION:
On August 4, 2026, the Planning and Zoning Commission forwarded a recommendation of APPROVAL for CUP-2026-01, subject to the staff report, information provided during the hearing, and the conditions of approval, with an added 25-year term limit extending the CUP through January 10, 2052. The motion passed with a 6-0 vote. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes (Attachment 2) and staff report (Attachment 3).

STAFF RECOMMENDATION:
(i) Hold the public hearing. (ii) Approve Resolution No. 2026-1324 approving Conditional Use Permit CUP-2026-01 for the continued use of a rodeo arena and wedding/event facility located at 764 W Road 1 South, subject to the conditions contained in the Resolution, including a 25-year term through January 10, 2052.

FISCAL IMPACT?
N/A

ATTACHMENTS:

1.	Attachment 1 - RES - 2026-1324 - CUP-2026-01 - Triple 3 Farms Renewal
2.	Attachment 2 - P&Z Minutes CUP-2026-01
3.	Attachment 3 - P&Z Staff Report CUP-2026-01

RESOLUTION NO. 2026-1324

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2026-01 TO CONTINUE THE EXISTING RODEO ARENA AND WEDDING/EVENT FACILITY USES AT THE PROPERTY LOCATED AT 764 W ROAD 1 SOUTH.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") is responsible for reviewing and approving conditional use permits for land use and development within the Town; and

WHEREAS, on January 10, 2002, the Town Council approved Ordinance No. 487, granting a 25-year conditional use permit allowing rodeo arena and wedding/event uses at the property located at 764 W Road 1 South (Yavapai County Assessor Parcel No. 306-29-027G), which is currently zoned AR-5 (agricultural/residential, 5-acre minimum) (the "Property"); and

WHEREAS, the applicant, Kristen Martucci, representing the Tallman Family Trust & Martucci Kristen S Trustee (collectively, the "Owner"), applied for a conditional use permit to continue the existing rodeo arena and wedding/event uses at the Property; and

WHEREAS, the proposed request is subject to the conditional use permitting process set forth in Section 1.9.3 of the Unified Development Ordinance of the Town of Chino Valley; and

WHEREAS, the Chino Valley Planning and Zoning Commission (the "Commission") has conducted a public hearing to consider the applicant's request, including reviewing the site plan, proposed operational procedures, and findings of fact, and has recommended approval of the conditional use permit subject to certain conditions; and

WHEREAS, the Town Council has reviewed the Commission's recommendation.

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 conditional use permit ("CUP-2026-01") to continue the existing rodeo and wedding/event facility uses as described in the application submitted and the Commission staff report dated August 4, 2026, is hereby approved, subject to the requirements of Ariz. Rev. Stat. §§ 28-7201 *et seq*. and the following conditions:

1. The Owner shall comply with all conditions listed below, and with all applicable state, county, and Town codes, rules, fees, and regulations.

2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision on this item by the Town Council.

3. The Owner shall ensure that all outdoor lighting on the Property is dark sky compliant, with down-lighting, and that light shall not trespass over property lines.

4. Dust abatement via water truck (or approved equivalent) shall continue during all arena and event activities. Parking and maneuvering areas shall be maintained to minimize dust.

5. Operational hours and event management shall continue in accordance with the original conditions of Ordinance 487 and the event management practices described in the application; amplified sound (PA) and lighting are restricted to 8 a.m. to 12 midnight; events must end, and guests must vacate the Property, by 11 p.m.

6. The Owner shall comply with all Central Arizona Fire and Medical Authority requirements, including but not limited to those regarding fire extinguishers, Knox access products, and address identification.

7. The Owner shall coordinate with the Town Building Department for any tenant improvements, ensuring plans are designed by an Arizona-licensed design professional.

8. The Owner shall coordinate with Yavapai County Environmental Services regarding septic system capacity and submit a Letter of Intent with event-specific design flows. The wastewater system location shall be shown on the site plan.

9. CUP-2026-01 is granted for a 25-year term, beginning after the existing permit expires on January 10, 2027.

SECTION 3. 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.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of August 2026.

_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

I hereby certify that the above foregoing Resolution No. 2026-1324 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 25, 2026, and that quorum was present thereat and that the vote thereon was _____ ayes, _____ nays, and _____ abstentions. _____ Council members were absent or excused.

_____
Erin N. Deskins, Town Clerk

PUBLIC HEARING #D.2 - CUP-2026-01 – This is a request by Kristen Martucci to renew an existing Conditional Use Permit, originally approved in 2002, to allow for the continued use of a rodeo arena and wedding/event facility on property located at 764 W Road 1 South, Chino Valley, Arizona.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. **Merritt** shared that he had spoken briefly about the Conditional Use Permit (CUP) with Mike Olsen at a gathering.

Jessica Barragan, Senior Planner, presented the staff report and showed a slide of the site plan and vicinity for the renewal of the CUP. She stated that the CUP was originally approved by the Town in 2002, and for 25 years the arena has been a part of the community for events, weddings, and gatherings with no known complaints. She explained that the current zoning of AR-5 was compatible with the Town's 2040 General Plan and a CUP allowed for the current uses. The applicant had no plans for expansion or changes, and staff found ongoing compliance with the four original conditions of the CUP. **Barragan** shared that a Neighborhood Meeting was held on June 25, 2026, no neighbors attended, and staff received no opposition to the project. She stated that the applicant was in attendance, had nothing further to add, and declined to speak. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

Merritt asked the Commission if they had any questions for staff.

Pasciak asked if the proposed CUP had a time limit of 25 years.

Barragan replied that the original CUP was for 25 years, and the same timeframe would need to be conditioned for the renewal.

Stotz asked if there was an option for in perpetuity.

Barragan replied that a Motion could be made to add the 25-year limit to the Conditions of Approval.

Meadors asked if it was conditioned for what time the events would end.

Barragan replied that it was conditioned to 11:00 p.m., like the Olsen's Arena.

Merritt opened the meeting for public comments. There were no comments from the public.

Merritt closed the public portion of the meeting.

Motion was made by Pasciak, seconded by Meadors, to approve CUP-2026-01, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A, with the added condition of a 25-year term limit extending the CUP through January 10, 2052. A roll-call vote was taken and the motion passed with a 6-0 vote.

ACTION ITEMS: There were no action items for this meeting.

INFORMATION ITEMS – FROM STAFF: Lineberry shared that she had a conversation with the Town Clerk who has regular training on open meeting law. The Town Clerk stated that the Commissioners' Agenda needed to list any topic that they wished to discuss at the public meetings. She asked the Commission that prior to the next meeting, if they had something they wanted to bring up, that staff needed to be made aware so that it would be added to the Agenda. This would make the Commission more consistent with the law and allow the public to see what was to be discussed at the meeting and give them an opportunity to attend if they were interested. It would allow the Commission to hear from the public and prevent any complaints for not following open meeting law. Therefore, since the Town Council items were not listed on the Agenda, staff would update the Commission at the next meeting. **Lineberry** added that a Call to the Public will be added to the Agenda, allowing the public to speak on items not heard at the meeting, but staff and the Commission would not be able to respond at that time. Any other topic from staff or the Commission would need to be listed on the Agenda.

Merritt stated that sometimes the Commission would think of something they wanted to discuss during the meeting, and he felt it was unfortunate that they would not be able to do so.

Lineberry replied that she would find out if there was a way during the meeting to request to put a topic on the Agenda.

Merritt asked if a topic could be added to the Agenda and be heard at the same meeting.

Lineberry explained that the Commission could add a topic that they wanted to discuss, but it would be put on the next meeting's Agenda.

INFORMATION ITEMS – FROM THE COMMISSIONERS: None.

INFORMATION ITEMS – FROM THE CHAIR: None.

INFORMATION ITEMS – FROM THE PUBLIC:

Lon Turner, Chino Valley resident, stated he wanted clarification that the Call to the Public would allow the public to speak, the Commission would take it under advisement, and would be able to respond to the public comments at the next public meeting. He asked if the public would still be allowed to speak at a public hearing on items on the Agenda.

Lineberry explained that the public is allowed to speak on any item on the Agenda when that item is before the Commission. However, after the decision on that item was made, the public cannot speak on that item in the Call to Public.

Merritt reiterated that the public would be able to speak about anything not on the Agenda at the Call to the Public portion of the meeting

Merritt closed the public portion of the meeting.

ADJOURN – A motion was made by **Meadors** and seconded by **Pasciak** to adjourn the meeting at 6:30 p.m.

_____ _____

Charles Merritt - Chair Prepared By: Gerreann Froberg

DRAFT

TOWN OF CHINO VALLEY
Planning Commission Staff Report
August 4, 2026
File Number CUP-2026-01
Conditional Use Permit

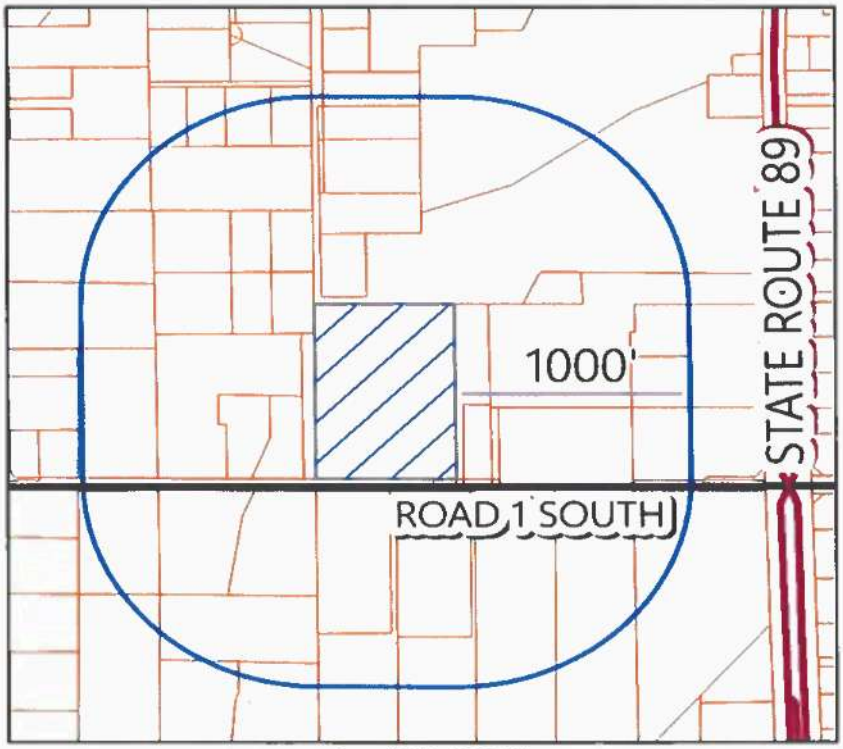
PROJECT DESCRIPTION

This is a request by Kristen Martucci to renew an existing Conditional Use Permit, originally approved in 2002, to allow for the continued use of a rodeo arena and wedding/event facility on property located at 764 W Road 1 South, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Triple 3 Farms – Rodeo Arena & Wedding/Event Facility	NR - Neighborhood Residential (4 du/acre)
North	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Cooper Ag Center	RR – Rural Residential (1 du/ac)
South	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Single Family Residential	RR – Rural Residential (1 du/ac)
East	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Olsen's Grain & Arena	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)
West	"SR-1" – Single Family Residential (Minimum 1 acre)	Single Family Residential	NR - Neighborhood Residential (4 du/acre)

LOCATION MAP



PRIOR SITE ACTIONS:	Ordinance No. 487 (adopted January 10, 2002 – original 25-year CUP for rodeo arena and wedding facility, expiring January 10, 2027).
STAFF RECOMMENDATION:	Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Conditional Use Permit CUP-2026-01.
SUGGESTED MOTION:	Move to **APPROVE** Conditional Use Permit CUP-2026-01 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A
EFFECT OF THE APPROVAL:	By approving this Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council for the CUP-2026-01 Conditional Use Permit, located at 764 W Road 1 S, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the previously approved use on the parcel.

Staff Analysis:

The applicant, Kristen Martucci (Tallman Family Trust & Martucci Kristen S Trustee), requests renewal of the Conditional Use Permit originally granted under Ordinance No. 487 (adopted January 10, 2002) for a rodeo arena and wedding facility on the approximately 11.65-acre parcel zoned AR-5 (Agricultural/Residential) at 764 W Road 1 S. The CUP was approved for a 25-year term and is set to expire on January 10, 2027. Pursuant to UDO Section 1.9.3.D.1 and Ordinance Section 1, Condition 1, the applicant must initiate renewal prior to expiration to avoid the use becoming nonconforming or requiring cessation.

Since acquiring the property in 2022, the applicant has operated the site successfully as Triple 3 Farms & Events, hosting arena/equestrian events (typically daytime, 30-70 attendees), weddings and special occasions (evening events concluding by 11:00 p.m., 50-250 guests), and public special events such as tack sales and dances (20-150 attendees). Dust control is provided by a private water truck, amplified sound is monitored via mobile app, alcohol service (when provided) is by licensed professionals with cut-off times, and parking occurs in designated on-site areas. The applicant reports no known complaints from neighbors or the public during current ownership. The existing improvements include an event center building with two restrooms and prep kitchen (no cooking appliances), metal pipe arena fencing in good condition, barn, and designated parking areas. Two single-family dwellings on site are served by separate wells and are not part of the event operations.

The use remains compatible with adjacent uses, including Olsen's Grain & Arena directly to the east and other agricultural/residential properties. The operation is low-intensity and aligns with the "privately owned and operated parks and recreation facilities" and "Rodeos, livestock auctions, fairgrounds, riding academies" conditional uses permitted in the AR-5 district (UDO Section 3.6.C.1 and 3.6.C.4). It also supports the Neighborhood Residential (NR) General Plan designation and Economic Development Element goals for community-serving rural venues.

Planning staff reviewed the four specific ongoing conditions of Ordinance 487 and finds ongoing compliance:

1. Renewal Initiation – Pre-application meeting (PA-2026-14) held June 3, 2026; formal renewal application submitted.
2. Dust Abatement – Water truck utilized on an as-needed basis during events; no complaints received.
3. Fencing – Existing 8-foot metal pipe arena fencing maintained in good condition for safety and containment.
4. Operational Hours – Arena/events with lights/PA limited to 8:00 a.m.–12:00 midnight; evening events conclude with guests off-site by 11:00 p.m.

The renewal requires re-application as a new CUP under UDO Section 1.9.3 (including citizen review process) because the original approval was expressly time-limited. Staff finds the use continues to meet all required findings for approval and recommends renewal, potentially with an indefinite term or updated long-term conditions per UDO 1.9.3.D.1, subject to the conditions listed herein and ongoing monitoring.

Zoning

The subject property is currently zoned Agricultural/Residential (AR-5). The applicant is requesting renewal of the Conditional Use Permit to allow for the continued operation of a rodeo arena and wedding/event facility. Section 3.6 of the Unified Development Ordinance lists "privately owned and operated parks and recreation facilities" and "Rodeos, livestock auctions, fairgrounds, riding academies" as Conditional Uses in the AR-5 district. The requested renewal for the established use is allowed with a Conditional Use Permit in this zoning district. The site has operated in full compliance with the original conditions of Ordinance 487 since 2022 with no enforcement actions or complaints. No changes to the approved use or site plan are proposed at this time.



General Plan

The General Plan designates the subject property as Neighborhood Residential (NR). The NR category supports low-density residential development and compatible agricultural, recreational, and community-serving uses in rural areas, producing minimal operational or visual impacts. The continued use as a rodeo arena and event/wedding facility aligns with this designation, as it is a low-impact operation that has operated successfully without complaints and supports local events and the rural economy (consistent with Economic Development Element Goal ED-6). The renewal maintains the AR-5 zoning and satisfies the General Plan Land Use Designation. The project is smaller than 25 acres and does not trigger additional policies under L.U. Policy 2.1.



Conditional Use Permit

A Conditional Use Permit is a use that because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Commission and Council, and the imposing of conditions that are necessary to make the use compatible with other uses permitted in the same zoning district or vicinity. Conditional uses run with the land.

A Conditional Use Permit is a use that because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Commission and Council, and the imposing of conditions that are necessary to make the use compatible with other uses permitted in the same zoning district or vicinity. Conditional uses run with the land.

Section 3.6 includes rodeo arenas and recreation facilities as conditional uses, a use that may be approved with a Conditional Use Permit. The Conditional Use Permit is subject to discretionary approval by Council, if the location and context of the site is suitable for the required use. Staff recommends the following conditions for this Conditional Use Permit renewal (carrying forward the original conditions of Ordinance 487 where still applicable, and incorporating updates from the pre-application review for Current compliance standards):

1. The applicant shall apply for a revision/amendment to the Conditional Use Permit if any material changes are proposed to the approved site plan, event types, or intensity of use.
2. The existing arena fencing shall be maintained in good structural condition for safety, containment, and screening.
3. Dust abatement shall continue to be provided via private water truck (or equivalent approved method) on an as-needed basis during all arena and event activities to minimize impacts on neighboring properties and public rights-of-way.
4. Operational hours for events utilizing amplified sound (PA system) or arena lighting shall be limited to 8:00 a.m. to 11:00 pm. All evening events (weddings, special occasions, public dances) shall conclude with all guests off the property by 11:00 p.m.
5. The owner shall ensure that all outdoor lighting is Dark-Sky Compliant, downlit, and does not trespass over property lines.
6. The owner shall comply with all Central Arizona Fire and Medical Authority (CAFMA) requirements.
7. All parking and maneuvering areas shall be maintained in a dust-free or low-dust condition (water truck or approved treatment). ADA-compliant parking spaces (11' x 20' with 5' access aisles) shall be provided in adequate number and location nearest accessible entrances, with proper striping and signage. Drive aisles shall be minimum 24 feet wide.
8. The owner shall coordinate with the Building Division for any tenant improvements, structural modifications, or new construction. All plans shall be designed by an Arizona Licensed Design Professional.
9. The existing septic system serving the event center shall be evaluated for adequate capacity based on peak event attendance and wastewater flows. The owner shall submit a Letter of Intent to Yavapai County Environmental Services detailing design flows for each event type (using AAC Table 1 Unit Design Flows) and shall show the location of the wastewater system on the site plan per AAC R18-9-A309(B)2. Any required upgrades or modifications shall be completed prior to increased event intensity.
10. The applicant shall maintain all records of events (including date, type, estimated attendance, and dust control measures) and make them available to Town staff upon request for compliance monitoring.
11. The applicant shall sign a Waiver of Claims form (provided by the Town and to be recorded with the Yavapai County Recorder's Office) prior to the public hearing and final decision by the Town.

PUBLIC COMMENTS RECEIVED: None

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON:

x	Applicant agreed with all of the conditions of approval on (7/16/2026)
	Applicant did not agree with the following conditions of approval: (list #'s)
	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:

JESSICA BARRAGAN, SENIOR PLANNER
(JBARRAGAN@CHINOAZ.NET)
928 636-3473

DATE:

JULY 16TH, 2026

APPROVED BY:

LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed conditional use for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The Applicant shall comply with all conditions listed below, along with all applicable State, County, and Town codes, rules, fees, and regulations that are applicable to this action.
2. The Applicant shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.

Planning: Jessica Barragan, Senior Planner (928) 636-3473

3. The owner shall ensure that all outdoor lighting is dark sky compliant, with down-lighting, and that light shall not trespass over property lines.
4. Dust abatement via water truck (or approved equivalent) shall continue during all arena and event activities. Parking and maneuvering areas shall be maintained to minimize dust.
5. Operational hours and event management shall continue in accordance with the original conditions of Ordinance 487, however all event shall be concluded no later than 11:00 pm.
6. The owner shall comply with all Central Arizona Fire and Medical Authority requirements, including fire extinguishers, Knox access products and address identification.
7. The owner shall coordinate with the Building Department for any tenant improvements, ensuring plans are designed by Arizona Licensed Design Professional.
8. The owner shall coordinate with Yavapai County Environmental Services regarding septic system capacity and submit a Letter of Intent with event-specific design flows. The wastewater system location shall be shown on the site plan.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	07/6/2026	NAME:	KEVIN O'NEIL	TITLE:	FIRE INSPECTOR III
AGENCY:	CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (CAFMA)			PHONE	928-848-2355

Please refer to the Central Arizona Fire and Medical Authority (CAFMA) fire comments below. See our website at cazfire.org for permit and fee details. Fire sprinkler, fire alarm, kitchen/industrial fire protection system, gas detection system and LPG/above grade fuel tank plans shall be a deferred submittal to CAFMA.

1. Provide fire extinguishers in accordance with 2018 IFC Section 906.
2. Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit and approval from the fire code official
3. All mobile food preparation vehicles shall comply with Section 319 of the 2018 IFC

DATE:	7/6/2026	NAME:	MAX KAMEN	TITLE:	ENVIRONMENTAL HEALTH SPECIALIST III
AGENCY:	YAVAPAI COUNTY ENVIRONMENTAL DEPARTMENT -			PHONE	928-442-5408

Event Center wastewater system appears to have a Design Flow of 833-GPD (1750 Gallon Septic tank divided by 2.1= 833 GPD) from AAC R18-9-A314(4)(b).
Need to confirm the Design Flows for each type of event in a Letter of Intent.
Use Table 1 Unit Design Flows (attached) to determine the Design Flows.

I have attached the permits we have for the wastewater systems on the parcel.
The one Permit for the house did expire. I don't know if it got installed or not. And that would replace the other permit for the house.

- Site Plan needs to show the wastewater system. **AAC R18-9-A309(B)2**. Please show on the site plan the location of the wastewater system.

- Please follow the Arizona Administrative Code (AAC) Title 18, Chapter 9, for all Rules and Regulations for On-Site Wastewater Systems.
  Please coordinate with this agency regarding this project.

STAFF RECEIVED NO OTHER COMMENTS FROM EXTERNAL AGENCIES.

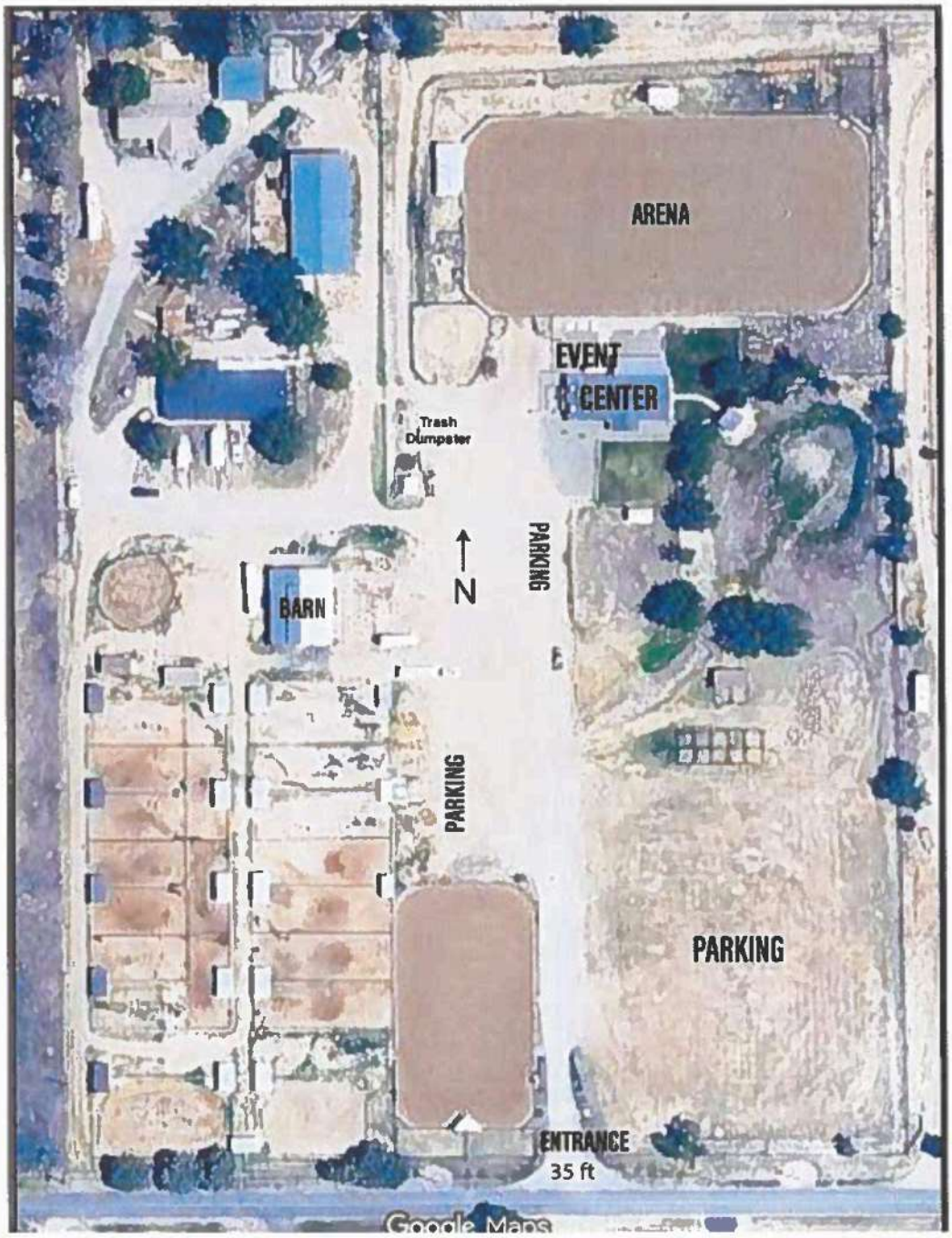
ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: 06/25/2026
LOCATION: 764 W Road 1 S
ATTENDEES:

OWNER/AGENT: KRISTEN MARTUCCI, APPLICANT
TOWN STAFF: JESSICA BARRAGAN, SENIOR PLANNER

No neighbors were in attendance at the Neighborhood Meeting.
The applicant provided a site tour and shared stories of historical events.

APN# 306-14-026R
Site Plan and Submitted by Applicant



CUP Narrative

The property at 764 W Road 1 S, Parcel #306-29-027G, has been operating under the current CUP that was issued on January 10, 2002. The property was purchased in 2022 by Kristen Martucci and began having events under the business name Triple 3 Farm & Events.

Starting in 2023, Triple 3 hosted arena events, weddings, special occasions and some special events open to the public. The number of events are listed below:

Events by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2023				1	1	1			1	1	1		6
2024	0	0	2	4	3	3	1	3	2	3	3	2	26
2025	0	1	2	1	5	5	1	2	0	3	2	8	30
2026	1	0	1	0	0	0	2	0	0	0	0	0	4

Description of Events

Arena Events:
- Approximate hours - 7:30 a.m. - 1:00 p.m.
- Approximately 30-70 attendees per event
- Arena and parking areas are watered using a private water truck, filled up at the water station on W Road 2 N
- Participants park in the designated areas labeled "Parking" on the site plan included in the application
- An outdoor PA system is utilized for announcing during the events

Weddings and Special Occasions:
- An event typically runs anywhere from 2:00 p.m. to 10:30 p.m. with all guests off property by 11pm
- Guest count varies per event, approximately 50 - 250 (utilizing outdoor spaces)
- Sound level is monitored and measured by an app on a phone
- Alcohol service (if applicable) is provided by a licensed professional and cut off 30 minutes before the end of the event
- Guests park in the designated areas labeled "Parking" on the site plan included in the application
- If needed, parking areas are watered using a private water truck filled up at the water station on W Road 2 N

Public Special Events:

- Ranging from community tack sales to public dances with live music
- Tack or community sales are typically from 8am - 1pm
- Public dances are typically from 5pm-11pm
- Approximately 20-150 attendees
- Alcohol service (if applicable) is provided by a licensed professional and cut off 30 minutes before the end of the event. A Special Event Liquor License is obtained, by approval from the Town of Chino and the State of Arizona, to sell alcohol to attendees
- Appropriate permits for the bar service are obtained from Yavapai Health Department
- Participants park in the designated areas labeled "Parking" on the site plan included in application
- If needed, parking areas are watered using a private water truck filled up at the water station on W Road 2 N

Property Notes

Arena Fencing:
The fencing around the arena was in place when the property was purchased in 2022. It is constructed of metal pipe and is in good condition. Pictures are included in the application submittal

Arena Lighting:
The arena lights were in place when the property was purchased in 2022. They are in good working condition, however Triple 3 Farm & Events has never used them for any events or competitions. The current CUP allows for use between 8:00 a.m. to 12:00 p.m.

Water System:
There is an existing sprinkler system that was originally designed to pull from the holding pond that was filled utilizing the irrigation rights assigned to the property. However, at the time of purchase in 2022, that system was not functional and the pond only fills with seasonal runoff. Triple 3 Farm & Events owns a water truck that is used to keep dust down during the events as needed. The water is obtained from the fill station on W Road 2 N.

Event Center:
The building with two restrooms and a prep kitchen (no cooking appliances) were in place when the property was purchased in 2022. This is the space utilized for the events.

Complaints:
During the time of ownership from June 2022 to present, there are no know complaints from activities help on the property.

With this application, we respectfully request approval of the Conditional Use Permit in perpetuity to ensure this important community venue can continue to host special occasions and equestrian events for generations to come. This property has long been a valued asset to the Chino Valley community, serving as a place where residents and visitors alike have created lifelong memories.

ATTACHMENT E
STAFF RESEARCH

STAFF RESEARCH –CUP-2026-01
TRIPLE 3 FARMS
CASE #: CUP-2026-01
CASE PLANNER: JESSICA BARRAGAN

PROJECT NARRATIVE: This is a request by Kristen Martucci to renew an existing Conditional Use Permit, originally approved in 2002, to allow for the continued use of a rodeo arena and wedding/event facility on property located at 764 W Road 1 S, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	764 W Road 1 S					
Parcel Number(s):	306-29-027G					
Parcel Size(s):	507,474 square feet					
Total Acreage:	11.65 Acres					
Proposed Dwelling Units:	0 (two existing single-family dwellings on site noted)					
Address:	764 W Road 1 S					
Owner/Applicant:	Tallman Family Trust & Martucci Kristen S Trustee					
Applicant's Agent:	Kristen Martucci					
Conforms to G.P. Land Use Conformity Matrix:	Yes	x	No			
Zoning Overlay	PAD	N/A				
Within ½ Mile of SR89?	Yes	x	No		If yes, Property is restricted – site-built only	

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"AR-5" –Agricultural/Residential (Minimum 5 acres)	Triple 3 Farms -	NR - Neighborhood Residential (4 du/acre)
North	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Cooper Ag Center	RR – Rural Residential (1 du/ac)
South	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Single Family Residential	RR – Rural Residential (1 du/ac)
East	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Olsen's Grain & Arena	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)
West	"SR-1" – Single Family Residential (Minimum 1 acres)	Single Family Residential	NR - Neighborhood Residential (4 du/acre)

Prior Cases or Related Actions:	PA-2026-14, 6/3/26				
Type					Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	x	
Annexation	Yes	x	No		Original Town 9/21/1970
General Plan Amendment	Yes		No	x	
Development Agreement	Yes		No	x	
Rezone	Yes		No	x	
Subdivision	Yes		No	x	

ATTACHMENT E
STAFF RESEARCH

Conditional Use Permit	Yes	x	No		CUP-2026-01 Being Requested (renewal of Ord. 487)
Pre-Application Meeting	Yes	x	No		PA-2026-14
Enforcement Actions	Yes		No	x	
Land Division Status:	Yes		No	x	
Irrigation District:			n/a		

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:	NR - Neighborhood Residential (4 du/acre)					
Is Project larger than 25 AC or 50 d.u.?	L.U. Policy 2.1	No	PRN Policy 2.8	n/a		
Issues:	None (low-impact event venue compatible with rural residential character)					
Circulation Element:						
Road Classification	Collector	Existing Row	25'	Required Row	40'	
Issues:	Owner shall dedicate approximately 15' of additional right-of-way, for a total of 40' north of the east-west mid-section line of Section 27 along W. Road 1 South. The exact amount to be determined through a survey and subject to approval by the Town (see pre-app comments).					
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Center Street Park					
Within 1 mile of the Peavine Trail?	No					
Flooding?	FEMA Flood Plain Designation	no	Town Flood Map	no		
Issues:	None					
Community Services and Facilities Element:						
Water Source:	Town		Well	x	Prescott		Private System:	
Sewer:	Town		Septic	x		
Issues:	existing system for event center; capacity/design flow review required					
Economic Development Element:						
SR-89 Corridor?	Yes	Enhancement: Goal ED-6	Yes			
Old Home Manor?	No	Goal ED-2	n/a			
Issues:	None (rural community venue supports local events and economy)					

NOTIFICATION

- **Legal Ad Published:** (07/07/2026)
- **Neighborhood Meeting:** (6/25/2026)
- **(1000)' Vicinity Mailing:** (06/15/2026)
- **Hearing Dates:** (P&Z 08/04/2026 – TC 08/25/2026)
- **Reviewing Agencies Noticed:** (06/10/2026)
- **Comments Due:** (07/06/2026)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Colleen Boge – APS	X	7/3/26	X		
Richard Perez - A.D.O.T.	X	7/3/26	X		

ATTACHMENT E
STAFF RESEARCH

Ralph Baker – C.V.I.D.	X	6/3/26	X		
Kevin O'Niel - CAFMA	X	7/6/26		X	X
Max Kamen – YC ENV	X	7/6/26		X	X
Jon Groulx – YC Health	X	7/6/26	X		
SparkLight Cable					
LUMEN (Previously Centurylink)	X	6/3/26	X		
Unisource Gas	X	6/3/26	X		
CVUSD	X	6/3/26	X		
United States Postal Service					
Mark Holmes – Water Advisor	X	6/3/26	X		
Town of Chino Valley Internal List (Conditions)	**Response Received**	**Date Received**	**"No Conditions"**	**Written Conditions**	**Comments Attached**
Jessica Barragan – Senior Planner – Development Services	X	7/6/26		X	X
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services	X	7/7/26		X	X
Ryan Anderson –Public Works Director					
Steve Sullivan – Town Engineer – Public Works	X	7/6/26	X		
Mike Loiselle– Senior Building Inspector – Development Services	X	7/3/26	X		
Frank Snowney Code Enforcement – Development Services					
Josh McIntire – Chief of Police - Police Department	X	6/3/26	X		

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 8/25/2026
CONTACT PERSON: Ryan Anderson, Public Works Director, Steven Sullivan, Town Engineer / Assistant Public Works Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Consideration and possible action to approve a Cooperative Purchasing Agreement for job order contracting services with Earth Resources Corporation in the amount of $2,000,000 for the FY26/27 Streets Improvement Project.

SUMMARY:
The FY26/27 budget includes $2,000,000 for Capital Street Improvements. The street capital improvement project typically was bid/awarded near calendar year-end, with the work scheduled in the spring. This often resulted in project completion pushing close to fiscal year-end or more often rolling into the next fiscal year. Awarding the project in late summer, will allow us to complete the project this calendar year before the paving deadline. Based on project efficiency, it will then allow for any unexpended funds to be re-allocated to other projects in the same fiscal year.

The following streets selected for this program were identified in the attached 2024 Pavement Management Report and also verified by staff through a windshield survey.

Item #	Street	From	To	Approx. Miles	Treatment
1	S Reed Rd	Outer Loop Rd	W Rd 2 South	1.30	Single Chip Seal
2	N Reed Rd	W Rd 4 North	W Rd 5 North	1.00	Single Chip Seal
3	E Rd 2 South	S Rd 1 East	End	1.00	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
4	E Rd 1 South	S Rd 1 East	S Bernice Dr	0.50	Single Chip Seal
5	Merritt Ln	Bucky Oneill Dr	Prescott Dr	0.10	Pulverize, regrade, compact, add aggregate base, Double Chip Seal

6	Union Ln	Bucky Oneill Dr	Prescott Dr	0.10	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
7	Mahan Ln	Bucky Oneill Dr	Prescott Dr	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
8	Hall Ln	Bucky Oneill Dr	Prescott Dr	0.10	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
9	Foster Dr	Golden Dr	Keno Dr	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
10	Meadow Ln	Golden Dr	Keno Dr	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
11	Flint Way	Golden Dr	Keno Dr	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
12	Bucky Oneill Dr	Merritt Ln	Hall Ln	0.30	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
13	Goodwin Dr	Union Ln	Hall Ln	0.30	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
14	Del Rio Dr	Union Ln	E Perkinsville Rd	0.50	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
15	Prescott Dr	Merritt Ln	Meadow Ln	0.50	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
16	Golden Dr	Foster Dr	Flint Way	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
17	Copper Dr	Foster Dr	Meadow Ln	0.10	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
18	Keno Dr	Foster Dr	Flint Way	0.20	Pulverize, regrade, compact, add aggregate base, Double Chip Seal

19	Red Cinder Rd	N Rd 1 East	Deer Dr	0.75	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
20	California Dr	Georgia Ave	Arizona Trl	0.25	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
21	New York Pl	Georgia Ave	Arizona Trl	0.25	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
22	Florida Ln	Georgia Ave	Arizona Trl	0.25	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
23	Georgia Ave	Granite Creek Ln	Colorado Way	0.35	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
24	Arizona Trl	Granite Creek Ln	Colorado Way	0.35	Pulverize, regrade, compact, add aggregate base, Double Chip Seal
			TOTAL	**9.20**	

The 2024 Pavement Management Report identifies the following necessary budget options:

- Fix Everything = $85.7M over 5 years
- Steady State Pavement Condition Index (PCI) = 2.57M/Yr
- Target Pavement Condition Index (PCI) Driven Budget = $7.43M/Yr.

Contractor procurement proposes utilizing City of Prescott Job Order Contract #2026-071 for Public Works Horizontal Construction Projects, Pavement and Streets with Earth Resources Corporation.

PREVIOUS ACTION:
8/5/2026 - Presented the program to CIPCAC. The committee motioned to recommend that Council move forward with the program as presented.

STAFF RECOMMENDATION:
Approve the Cooperative Purchasing Agreement with Earth Resources Corporation in the amount of $2,000,000 for the FY26/27 Streets Improvement Project.

FISCAL IMPACT?

Available budget: Streets Capital Improvement Fund - Chip Seal Projects	$2,000,000.00
Less this approval item: Purchasing Agreement with Earth Resources Corporation Cost proposal = $1,683,352.89 Contingency = $316,647.11	-2,000,000.00

Remaining budget: Streets Capital Improvement Fund - Chip Seal Projects	$0.00

ATTACHMENTS:

1.	CPA - JOC - Earth Resources Corporation - Horizontal Construction - FY26_27 Street Improvements Project
2.	Agreement Exhibit A - City of Prescott Pavement & Streets Contract_2026-071_JOC_PS_ERC
3.	Agreement Exhibit B - Town of Chino Valley Chip Seal Proposal--7-30-26
4.	FY27 Streets Map_7-30-26
5.	Chino Valley AZ Pavement Management Report IMS 2024 REV3

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND EARTH RESOURCES CORPORATION

Job Order Contracting Services for Public Works Horizontal Construction Projects
FY26/27 Street Improvements Project

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 25, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Earth Resources Corporation, an Arizona corporation (the "Contractor"). The Town and Contractor are the only parties to this Agreement; each is an individual "Party," and together they are the "Parties."

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona ("Prescott"), entered into Contract No. 2026-071, dated August 26, 2025 (the "Prescott Contract"), for the Contractor to provide job order contracting services for public works horizontal construction projects, as more particularly outlined in Section 2 below on an as-needed basis (the "Materials and Services").

B. A copy of the Prescott Contract is attached hereto as Exhibit A; its terms and conditions are incorporated herein by reference to the extent not inconsistent with this Agreement and shall survive the termination or expiration of the Prescott Contract.

C. The Town is permitted to purchase the Materials and Services under the Prescott Contract at its discretion and with the Contractor's agreement.

D. The Parties desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establish the terms and conditions by which the Contractor may provide the Town with the Materials and Services, and (iii) set the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 August 24, 2027, unless terminated as otherwise provided in this Agreement or the Prescott Contract (the "Term").

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Prescott Contract and this Agreement.

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

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all costs are the Contractor's responsibility. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The total compensation for the Materials and Services purchased under this Agreement shall not exceed $2,000,000.

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

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that complies with standards of the Occupational Safety and Health Administration, the American National Standards Institute, and the National Institute for Occupational Safety and Health. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the 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.

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

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

8. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree not to engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement 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 the Contractor 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. The Contractor 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. If any inconsistency, conflict, or ambiguity exists among the terms of this Agreement and any amendments, Town-approved Job Orders, the Prescott Contract, and invoices, those documents will govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to the City of Prescott and shall be the "City" (as defined in the Prescott Contract) for the purposes of this Agreement.

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 City of Prescott to the extent provided under the Prescott 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 Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify 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") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services 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, 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:

If to the Town:	Town of Chino Valley 202 N. 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 the Contractor:	Earth Resources Corporation 300 S. Latilla Lane Dewey, AZ 86327 Attn: Wyatt Orr

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.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

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

"**Town**"	"**Contractor**"
TOWN OF CHINO VALLEY, an Arizona municipal corporation	EARTH RESOURCES CORPORATION, an Arizona corporation
_____ Tom Armstrong, Mayor	_____ Signature
ATTEST:	_____ Name
_____ Erin N. Deskins, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

EXHIBIT A
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND EARTH RESOURCES CORPORATION

[Prescott Contract]

See following pages.

EXHIBIT B
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND EARTH RESOURCES CORPORATION

[Job Orders]

See following pages (to be attached as ordered).

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND EARTH RESOURCES CORPORATION

JOB ORDER NO. 1

Job Order Contracting Services for Public Works Horizontal Construction Projects
FY26/27 Street Improvements Project

THIS JOB ORDER NO. 1 (this "Job Order") is entered into as of August 25, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Earth Resources Corporation, an Arizona corporation (the "JOC"). In accordance with the Cooperative Purchasing Agreement between the Town and the JOC, dated August 25, 2026 (the "Agreement"), the JOC will perform the Scope of Work detailed in Section 1 below pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The JOC shall provide materials and services to provide job order contracting services for public works horizontal construction projects, as described in Attachment 1 to this Job Order.

2. Schedule of Completion of Services. The JOC shall commence work within 10 days of execution of this Job Order and complete the work required herein within 60 days thereafter.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed $2,000,000, comprising $1,683,352.89 for the materials and services described in Attachment 1 and a contingency of $316,647.11, which may be used at the Town's discretion upon written authorization by the Town's Public Works Director or designee.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying City of Prescott contract (Contract No. 2026-071, dated August 26, 2025).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to Ariz. Rev. Stat. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the JOC warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

"**Town**"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"**JOC**"

EARTH RESOURCES CORPORATION,
an Arizona corporation

_____
Signature

_____
Name

_____
Title

ATTACHMENT 1
TO
JOB ORDER NO. 1
TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN AND EARTH RESOURCES CORPORATION

Job Order Contracting Services for Public Works Horizontal Construction Projects
FY26/27 Street Improvements Project

[Scope of Work]

See following pages.

Request for Statement of Qualifications

For

Job Order Contracting for Public Works

Horizontal Construction Projects

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Patrick Grady, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member

CITY CLERK:

Sarah M. Thornhill

PUBLIC WORKS DIRECTOR:

Gwen Rowitsch

Request for Statement of Qualifications

Job Order Contracting for Public Works
Horizontal Construction Projects

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or contractors to provide a Statement of Qualification (SOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

NON-MANDATORY PRE-SUBMITTAL CONFERENCE: May 28, 2025, at 11:00a.m., City of Prescott Public Works Conference Room at 433 N. Virginia Street, Prescott, AZ 86301. There will be an optional online Microsoft Teams meeting, please refer to the City website bid listing for further information.

PROPOSAL OPENING: Thursday, June 19, 2025, at 2:00p.m. City Council Chambers 201 N. Montezuma Street, Prescott, Arizona 86301.

In accordance with local and State law, sealed SOQs will be received by the Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301, until 2:00p.m. on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00p.m. on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at https://prescott-az.gov/budget-and-finance/purchasing/.

PUBLISH: May 18 and 25, 2025

Request for Statement of Qualifications

Job Order Contracting for Public Works
Horizontal Construction Projects

Table of Contents

I. GENERAL INFORMATION 1

A. DESCRIPTION OF WORK 1

B. PROPOSED SCHEDULE 5

C. REQUESTS FOR INFORMATION 5

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA 5

A. GENERAL REQUIREMENTS 6

B. PROPRIETARY INFORMATION 6

C. SUBMITTAL REQUIREMENTS 7

D. DELIVERY OF SUBMITTALS 7

E. MINIMUM TEAM QUALIFICATIONS 8

III. EVALUATION CRITERIA 8

A. GENERAL INFORMATION 8

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL 8

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE 9

D. OVERALL EVALUATION 9

IV. EVALUATION AND SELECTION PROCESS 9

A. OVERVIEW 9

B. FINAL RANKING AND CONTRACT NEGOTIATION 10

C. TERM OF CONTRACT 10

D. TERMINATION OF CONTRACT 10

E. COOPERATIVE USE OF CONTRACT 10

F. PROTEST POLICY 10

V. ATTACHMENTS 11

I. GENERAL INFORMATION

The City of Prescott (hereinafter "City") invites interested and qualified persons or contractors (hereinafter "Contractors") to submit a written Statement of Qualifications (SOQ) for Job Order Contracting on Horizontal Construction Projects. Only contractors capable of providing the requested services will receive consideration.

Contracts shall be awarded based on demonstrated competence and qualifications pursuant to A.R.S. § 34-604, MAG Uniform Standard Specification for Public Works, City of Prescott Mag Supplement rev 02-14-2019, Buy American Build America, and Grant requirements.

All contracts awarded will commence once awarded and will expire on or before December 31, 2030, pursuant to A.R.S. § 34-605(G)1. The contracts shall be for the term of three (3) years, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. The value of these contracts will vary based on projected City needs, and available budget. Contracts may be awarded to multiple Contractors, although selection and award of a contract is not a guarantee of work. There currently is no specific list of projects.

To be eligible for consideration, contractors must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience for each applied category.

The City will apply a one-step process to select the successful contractors under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions but no more than five (5) of the highest ranked contractors for each service category. As project needs arise, contractors from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect until December 31, 2030, pursuant to A.R.S. § 34-605(G)1.

A. DESCRIPTION OF WORK

The City periodically has a need for horizontal construction projects as identified by Staff. Projects may include, but are not limited to, new construction, and building and infrastructure renovations for horizontal construction. "Horizontal Construction" means construction of highways, roads, streets, bridges, canals, floodways, earthen dams, landfills, light rail and airport runways, taxiways, and aprons.

The following service categories of horizontal construction projects are included in this request. Contractors may submit for any or all of the five (5) categories. Contractors may not be selected for all categories applied for. The City will not accept qualifications for any category of service not identified at this time.

1) **Pavement and Streets**: Services may include but are not limited to installation of Asphalt, Chip Seals, Micro Seals, Slurry Seals, Polymer Modified Masterseal, Crack Seal, Asphalt Milling, Pavement Markings, Signage, Guardrails, Traffic Control Signals and Control Boxes.

2) **Concrete and Minor Structures**: Services may include but are not limited to installation of Sidewalks, Driveways, Handicap Ramps (ADA), Curb & Gutter, Catch Basins, Scuppers, Head Walls, Box Culverts, Retaining Walls, Low Water Crossings, Bollards and Railing, Masonry, Bridge and Bridge Abutment Repairs.

3) **Utilities**: Services may include but are not limited to installation of Water Mains and Services, Water Pump Stations, Water Tanks, In-Line Valves, Wastewater Mains and Services, Wastewater Treatment Plants, Lift Stations, Pipe Bursting, Cured-in-Place Pipe (CIPP), Conduit (Electrical/Communication), SCADA Programming and Interface, Diving and ROV Operations (Tank Inspections) and Emergency Repair Services.

4) **Grading and Drainage**: Services may include but are not limited to Excavating, Site and Roadway Grading, Clear & Grub, Demolition, Landscaping, Groundcover, RipRap (Grouted), Bio-Retention Basins, Geo & Landscape Grids and Fabrics, Tree Removal and Hydroseed.

5) **Stormwater**: Services may include but are not limited to Ditches (New and Maintenance, Culverts/Storm Piping (CMP, HDPE, RGRCP), Dry Wells, Erosion Control, Bio-Retention Basins, RipRap (Grouted), Gabion Baskets, Reno Mattresses, Cleaning and Maintenance of Catch Basins and Storm Piping.

A Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects (Job Orders) at different locations, often simultaneously, throughout the City. A Scope of Work for each Job Order discipline may be provided by the City to a number of contractors to solicit competitive price proposals. The actual assignment of projects may vary, and no guarantee is made as to the quantity of work to be awarded.

Contractor agrees to perform any or all (but not limited to) the services listed above which will be specifically enumerated on individual JOC Construction Contracts and amendments to this contract.

The maximum amount per Job Order can be up to two million dollars ($2,000,000.00) with an annual cap (City of Prescott Fiscal Year July 1 – June 30) per Contractor of four million dollars ($4,000,000.00) for each service category.

Construction services covered by the JOC may include, but are not limited to the following:

- Provide preconstruction services.
- Serve as the general contractor during construction.
- Coordinate and manage subcontractors during construction.
- Coordinate with all utilities.
- Attend public meetings and issue notifications (when required).
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Provide quality controls.
- Bond and Insure the construction.
- Comply with all federal, state, and local permitting requirements.
- Acquire all applicable permits.
- Maintain a safe work site for all project participants.
- Commissioning.
- Prepare and provide record drawings (when required).
- Provide operations and maintenance manuals (when required).

All work performed by the contractor shall meet all applicable federal, state, and local codes and the Contractor shall be required to obtain all required permits and inspections.

For all of the City's projects, the following order of precedence shall govern:

- Special Provisions.
- Construction Plans and Addenda.
- City of Prescott MAG Supplement.
- COP General Engineering Standards and Specs
- MAG Standards and Specifications.
- ADOT Standards and Specifications.
- FHWA Manual of Uniform Traffic Control Devices.

The Contractor may be required to attend a scoping meeting for each project and be prepared to discuss the following topics:

- The general scope of the work.
- Applicable designs or sets of plans that guide the project.
- Methods and alternatives for accomplishing the work and value engineering.
- Access to the site and protocol for admission / access.
- Hours of construction operation.
- Staging area.
- Specific quality requirements for equipment and material.
- Requirements for catalog cuts, technical data, samples, shop drawings and incidental design.
- The presence of hazardous materials.
- Temporary services and shutoffs.
- Safety issues / concerns and procedures.
- Construction duration.
- Date on which price proposal is due.
- Provide Subcontractors List.

When a particular project is offered to the contractor, the contractor shall provide a written price proposal for a specific scope of work including a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and Project Schedule and Subcontractor List. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the City.

By executing a price proposal, the Contractor represents that the contractor has visited the project site(s) and become familiar with the construction documents and the local conditions under which the work is to be performed. The City does not undertake to represent or warrant the site or local conditions.

The City will require a subcontractor list for each project and reserves the right to reject the contractor's selection of subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each project shall be cause for rejection of the price proposal as non-responsive.

The City reserves the right to request Job Order proposals from more than one JOC contractor for competitive purposes. The City reserves the right to determine the pricing method on a project-by-project basis.

A separate amendment to the contract must be issued for each Job Order before the commencement of any work by the contractor. The amendment will reference the detailed Scope of Work and amount of compensation.

Payment and performance bonds are required for ALL projects for the full amount of the project. The City, at its sole discretion, may waive this requirement for small projects.

Within seventy-two (72) hours of the announcement of the project award, the contractor shall tender a performance and payment bond for the City to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to A.R.S. § Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of A.R.S. § Title 20, Chapter 6, Article 8; shall name the City of Prescott, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the City, and the bond shall otherwise be satisfactory in its scope and content as determined by the City in sole and absolute judgment.

In the event the contractor fails to provide the City the certificate and proof of bond assurance within seventy-two (72) hours of the announcement of the project award then the City reserves the right to unilaterally rescind the contractor's award of this project.

In the event the contractor provides the City the certificate and proof of bond assurance and the City determines that the certificate and/or assurance is inadequate in any regard, then the City reserves the right to unilaterally rescind the contractor's award of this project. The City's judgment as to the adequacy of the certificate and the assurance is absolute and final but must be exercised not later than the date and time when the City issues to the contractor the Notice to Proceed with the project. The City waives any objection to the City's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the City that the tender of proof required herein was made by the contractor, its agents, employees or persons acting on the contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the City's sole and absolute judgment.

The contractor shall commence work on the date set forth in the Notice to Proceed. Time being of the essence to the project, the contractor shall therefore prosecute the work diligently, using such means and methods of construction to ensure final completion within the time specified in the written price proposal.

The contractor shall supervise and direct the work, using the best skills and attention. They shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work under the project.

The contractor shall keep on site, during the performance of all work, a competent superintendent who is fluent in English and any necessary assistants, all satisfactory to the

City. The superintendent shall represent the contractor and have authority to act for the contractor. The contractor or qualified representative shall attend meetings with the City, at a frequency as determined by the City, for the purpose of coordinating or expediting the work.

B. PROPOSED SCHEDULE

Milestones are estimated to be as follows:

- Request for Statement of Qualifications Advertised May 18 and 25, 2025
- Non-Mandatory Pre-Submittal Conference May 28, 2025, 11:00a.m.
- Questions Due by 5:00p.m. June 10, 2025
- SOQ Due Date/Opening June 19, 2025
- Award of Contract August 26, 2025

All milestones are the earliest dates for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

C. NON-MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting on Wednesday, May 28, 2025, at 11:00a.m., located at 433 N. Virginia Street, Prescott, Arizona 86301. There will be an optional Microsoft Teams Meeting. The link to this meeting will be on the City's website.

Microsoft Teams Meeting
Meeting ID: 293 571 504 086 6
Passcode: 4eQ7ga7V
Or Dial in by phone (Audio Only)
1-469-305-1028
Phone Conference ID: 835 380 11#

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Jaime Sventek
Contracts Coordinator
City of Prescott – Purchasing
contracts@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00p.m. on Tuesday, June 10, 2025. Responses, or addenda as required, will be issued no later than 12:00p.m. on Monday, June 16, 2025. Receipt of addenda must be acknowledged on the required form in the Contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. REQUEST FOR STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. General Requirements

Interested Contractors are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet a project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Contractor members and their key personnel to be assigned to a project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services. The category or categories that the Contractor wishes to be considered must be clearly identified in the cover letter.
- Location of the Contractor.
- Area(s) of interest.
- Statement of the Contractor's understanding of the purpose and scope.
- Description of specific technical capabilities, qualifications, and years of prior experience.
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) municipal projects in which the Contractor participated as the primary Contractor. Describe the Contractor's role in the project and scope of work that demonstrates the Contractor's expertise. Provide the name and contact information for each project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by Contractors or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive any minor informality or irregularity in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. Proprietary Information

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All Contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the Contractors in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as **one (1) original (<u>not stapled or bound</u>)** along with **one (1) flash drive** with same submittal which must conform to this request.

The SOQ shall be limited to no more than five (5) pages for each applied area of interest within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the Contractor's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed per applied category which may include graphs, charts, photos, or additional resumes. Tabbed divider pages are recommended to separate the applied areas of interest. Front and back covers, table of contents, and tabbed divider pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed two (2) pages and is not a part of the page count limitation for the SOQ above. The cover letter shall clearly identify the category or categories of service for which the Contractor wishes to be considered. The cover letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the company with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the Contractor's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

<u>Do not</u> include any fees, pricing, or additional copies of the SOQ in the submittal. These materials will not be considered at this time and failure to comply with this provision will result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed SOQs will be received **before 2:00p.m. on Thursday, June 19, 2025,** at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00p.m. on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

Request for Statement of Qualifications:
Job Order Contracting on Horizontal Construction Projects
Due before 2:00p.m. on June 19, 2025

E. MINIMUM TEAM QUALIFICATIONS

Contractors shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the construction services. Selected Contractors will be required to execute and meet the terms of the City's standard Construction Contract, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the Contractor to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL CONTRACTOR INFORMATION

5 points possible

- Brief overview of the Contractor and legal organization of the company.
- Applicable licenses held.
- Submission requirements met.
- Identify the location of the Contractor's principal office and local office (if applicable).

B. EXPERIENCE AND QUALIFICATIONS OF THE CONTRACTOR AND KEY PERSONNEL

50 points possible

A key element to successful partnerships is the availability and accessibility of selected Contractors to City staff and local citizens. Contractors must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Demonstrate understanding of the purpose and scope of the applied service category.
- Demonstrate years of experience, specific technical capabilities, and qualifications for the applied service category.
- List of comparable projects for the applied service category with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.
- Brief resume for each key team member describing their experience, background, and notable projects.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

40 points possible

The Contractors hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your company is particularly qualified to perform the required services in the applied category within the Prescott area. Demonstrate the Contractor's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the construction services.
- Specific experience of the Contractor within Arizona.
- Specific experience of the Contractor with the City of Prescott.

D. OVERALL EVALUATION

5 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ evidencing interest in providing services.
- Overall evaluation of the Contractor and its perceived ability to provide the required services for the applied category.

STATEMENT OF QUALIFICATION EVALUATION (100 POINTS TOTAL)	
A. General Information	5
B. Experience and Qualifications of the Contractor and Key Personnel	50
C. Value Added Knowledge and Experience	40
D. Overall Evaluation	5
Total Points	**100**

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the SOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each Contractor's qualifications and relevant experience, as indicated in its SOQ. A Review Committee appointed by the City for this procurement will individually evaluate the SOQs according to the criteria and

weighting as indicated for each category. Following evaluation of the SOQs, a final list of the highest ranked Contractors will be determined.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the Contractors to generate a final list of at least three (3) but no more than five (5) Contractors for each service category. The City will then notify each of the candidates of the final rankings.

Selected Contractors will be required to execute and meet the terms of the City's standard construction contract including insurance requirements (Exhibit A) in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, multiple Contractors may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts awarded will commence once awarded and will expire June 30, 2030.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest to the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful Contractors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or

requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

V. ATTACHMENTS

A. SAMPLE CONSTRUCTION CONTRACT
B. INSURANCE REQUIREMENTS
C. FEDERAL GRANT PROVISIONS
D. CITY OF PRESCOTT MAG SUPPLEMENT REVISION 02-14-2019

CONSTRUCTION CONTRACT

Job Order Contracting for Public Works

Horizontal Construction Projects

Pavement and Streets

Contract No. 2026-071

THIS AGREEMENT made and entered into this 26th day of August, 2025, by and between Earth Resources Corporation of the Town of Dewey-Humboldt, county of Yavapai, state of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its engineers and under the direction and supervision of the Public Works Director, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or their properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, as accepted by the Mayor and Council per Council Minutes of August 26, 2025, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The contract will commence once awarded and will expire June 30, 2030, pursuant to A.R.S. § 34-605(G)1 and may be amended to expire December 31, 2030. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to $2,000,000.00 and the maximum amount per fiscal year per contractor is $4,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. Retention shall be in accordance with A.R.S. § 34-221. On each approved Job Order, if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over $50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment

insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. The bonds shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott Finance Department.

B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott Finance Department.

C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.

B. The Contract Amount includes payment for any and all services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – INDEMNITY: The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State, or local law, statute,

ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE XV – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVII – COOPERATIVE USE OF CONTRACT: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XVIII - MISCELLANEOUS:

A. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.

B. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

C. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works Department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.

D. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.

E. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01(A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

F. In the event of default, neither party shall be liable for incidental, special, or consequential damages.

G. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	Earth Resources Corporation
201 N. Montezuma Street	300 S. Latilla Lane
Prescott, AZ 86301	Dewey, AZ 86327
contracts@prescott-az.gov	wyatt@ercarizona.com

H. This Agreement shall be construed under the laws of the State of Arizona.

I. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

L. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

M. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

N. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

O. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

Q. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.

2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Contractor Immigration Warranty"). The Contractor further understands and acknowledges that:

   a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is

complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.

c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

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

S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3. Any Contractor/subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

T. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

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

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

    e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

DATED: 27th day of August, 2025

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

Earth Resources Corporation

(Authorized Signature)

By: Wyatt Orr
(Printed Name)

Title: President

Email: wyatt@ercarizona.com

City of Prescott, a municipal corporation:

Philip R. Goode, Mayor

ATTEST:

Sarah M. Thornhill, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

Construction Insurance Requirements

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS:
The policies shall include, or be endorsed to include the following provisions:

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

Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott, AZ 86301

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:
With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

   Commercial General Liability – Occurrence Form –

   Policy shall include bodily injury, property damage, broad form, contractual liability and XCU coverage.

   - General Aggregate $ 3,000,000
   - Products – Completed Operations Aggregate $ 3,000,000
   - Personal and Advertising Injury $ 1,000,000
   - Each Occurrence $ 1,000,000
   - Fire Legal Liability (Damage to Rented Premises) $ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language:

"The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard."

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

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

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	$1,000,000
• Disease – each employee -	$1,000,000
• Disease – policy limit -	$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

Professional Liability (Errors and Omissions Liability) – *if applicable*

• Each Claim	$ 1,000,000
• Annual Aggregate	$ 2,000,000

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

2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.

3. Injury to or destruction of any property arising out of blasting or explosion.

4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than $1,000,000.00 for one person, and $1,000,000.00 for more than one person, and property damage in the sum of $1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Final Payment Acknowledgement

To the City of Prescott, Arizona:
Earth Resources Corporation
300 S. Latilla Lane
Dewey, AZ 86327
wyatt@ercarizona.com

Earth Resources Corporation has submitted the final pay application for the _____ project in the consideration of:

$ _____ .
(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____, 20____.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____ , 20 _____.

_____ _____
Notary Public Commission Expires

15

Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

Project: _____
Contract Number: _____

To the City of Prescott, Arizona:

1. This affidavit is to certify that 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.
2. The Undersigned, for the consideration of $ _____
(Total project price)
as set out in the final pay application, 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 the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____ , 20 ___ .

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____ , 20 _____.

_____ _____
Notary Public Commission Expires

FEDERAL GRANT PROVISIONS

The Vendor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
d. Hatch Act 5 U.S.C. § 1501, et seq.
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.
f. National Historic Preservation Act of 1966 - Section 106 - 54 U.S.C. § 306108.
g. Archeological and Historic Preservation Act of 1974 -54 U.S.C. § 312501, et seq.
h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. § 4012a.
l. Title 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 42 U.S.C. § 8373.
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. §3701, et seq.
u. Copeland Anti-kickback Act - 18 U.S.C. § 874.
v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C § 1271, et seq.
x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
cc. Build America, Buy America Act, P.L. 117-58, Title IX.
dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31U.S.C. § 1352.

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 14005 - Ensuring the Future is Made in all of America by All of America's Workers
g. Executive Order 14149 - Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14151 - Ending Radical and Wasteful Government DEI Programs and Preferencing
i. Executive Order 14154 - Unleashing American Energy
j. Executive Order 14168 - Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173 - Ending Illegal Discrimination and Restoring Merit-Based Opportunity
l. Executive Order 12898 - Environmental Justice
m. Executive Order 13788 - Buy American and Hire American
n. Executive Order 14151 - Ending Radical and Wasteful Government DEI Programs and Preferencing
o. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200 and 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
d. 14 CFR Part 13 - Investigative and Enforcement Procedures
e. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

g. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.
h. 29 CFR Part 3 - Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.
i. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).
j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).
k. 49 CFR Part 20 - New Restrictions on Lobbying.
l. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.
o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
p. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
q. 49 CFR Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
s. 49 CFR Part 38 - Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
t. 49 CFR Part 41 - Seismic Safety.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when

performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

a. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
b. Affirmative steps shall include:
   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
   v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

SUPPLEMENT TO THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION

Technical Specifications

February 14, 2019

City of Prescott Public Works
433 N. Virginia Street, Prescott, Arizona 86301
Ph: 928.777.1130 | TDD: 928.777.1100 | Fax: 928.771.5929

TABLE OF CONTENTS

NEW 2/14/19 REVISIONS **10**
PART 100 – GENERAL CONDITIONS **12**
SECTION 100: GENERAL CONDITIONS 12
100.2 STANDARD SPECIFICATIONS AND DRAWINGS 12
100.3 GENERAL NOTES 12
SECTION 101: ABBREVIATIONS AND DEFINITIONS 14
101.2 DEFINITIONS AND TERMS 14
SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS 14
102.2 CONTENTS OF PROPOSAL PAMPHLET 14
102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK 15
102.5 PREPARATION OF PROPOSAL 15
102.5.1 Instructions for Preparing Proposal 15
102.6 SUBCONTRACTORS LIST 16
102.7 IRREGULAR PROPOSALS 16
102.9 SUBMISSION OF PROPOSAL 16
102.13 SUCCESSFUL BIDDERS 16
102.14 ADDENDA 17
SECTION 103: AWARD AND EXECUTION OF CONTRACT 17
103.1.1 Confirmation of Bid 17
103.1.2 Experience and Qualifications 17
103.1.3 Pre-Award Conference 17
103.3 AWARD OF CONTRACT 17
103.3.1 Assignment of Contract 18
103.6 CONTRACTOR'S INSURANCE 18
103.6.1 General 19
103.6.2 Indemnification of the Contracting Agency Against Liability 21
103.9 PRECONSTRUCTION CONFERENCE 21
103.10 COMMENCEMENT 22
103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS 22
103.12 ERROR AND OMISSIONS 23
103.13 CONTINGENCIES 23
103.14 NOTICE AND SERVICE THEREOF 23
103.15 PROJECT CLOSEOUT 23
SECTION 104: SCOPE OF WORK 24
104.1.1 General 24
104.1.3 Water Supply 24
104.1.4 Cleanup and Dust Control 25
104.1.5 Final Cleaning Up 26
104.2 ALTERATION OF WORK 26
SECTION 105: CONTROL OF WORK 27
105.1 AUTHORITY OF THE ENGINEER 27

105.2 PLANS AND SHOP DRAWINGS 27
105.2.1 Submittals 27
105.3.1 Order of Work 28
105.4 COORDINATION OF PLANS AND SPECIFICATIONS 28
105.5 COOPERATION OF CONTRACTOR 28
105.6 COOPERATION WITH UTILITIES 28
105.8 CONSTRUCTION STAKES, LINES AND GRADES 29
105.9 DUTIES OF INSPECTOR 31
105.10 INSPECTION OF WORK 31
105.15 ACCEPTANCE 32
105.16 RECORD DRAWING PREPARATION AND COORDINATION 33
SECTION 106: CONTROL OF MATERIALS 37
106.1 SOURCE OF MATERIALS AND QUALITY 37
106.2 SAMPLES AND TESTS OF MATERIALS 38
106.4 TRADE NAMES AND SUBSTITUTIONS 38
106.5 STORAGE OF MATERIALS 38
106.9 QUALITY ACCEPTANCE TESTING 39
SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC 39
107.1.1 Compliance with Federal and State Laws 39
107.1.2 Employment Provisions 40
107.1.3 Independent Contractor Status 40
107.1.4 Nondiscrimination 40
107.1.5 Americans with Disabilities Act 41
107.2.1 Permits, Taxes and Licenses 41
107.5 SAFETY, HEALTH AND SANITATION PROVISIONS 41
107.6 PUBLIC CONVENIENCE AND SAFETY 42
107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party: 43
107.6.2 44
107.7 BARRICADES AND WARNING SIGNS 44
107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE 44
107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK 45
107.13.1 Non-Responsibility of the City 46
107.15 PUBLIC RELATIONS 46
107.15.1 Public Notice 46
107.15.2 Community Relations Organization 46
107.15.3 Publicity Releases 48
107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) 48
SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS 49
108.1 NOTICE TO PROCEED 49
108.2 SUBLETTING OF CONTRACT 50
108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE 50
108.4.1 Project Meetings 51
108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME 51
108.8 GUARANTEE AND WARRANTY PROVISIONS 52
108.10 FORFEITURE AND DEFAULT ON CONTRACT 52

108.11 TERMINATION OF CONTRACT 52
SECTION 109: MEASUREMENTS AND PAYMENTS 52
109.2 SCOPE OF PAYMENT 52
109.4 COMPENSATION FOR ALTERATION OF WORK 53
109.5 ACTUAL COST WORK 54
109.5.8 Force Account 54
109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS 55
109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION 56
109.11 CONTRACT ALLOWANCE 57
SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION 57
110.2.2 Dispute Resolution 57
110.3.1 General 57
110.4 ARBITRATION 58
PART 200 – EARTHWORK 58
SECTION 200: DEWATERING AND BYPASS PUMPING 58
200.1 DEWATERING 58
200.2 BYPASS PUMPING 59
SECTION 201: CLEARING AND GRUBBING 61
201.1 DESCRIPTION 61
201.3 CONSTRUCTION METHODS 61
SECTION 205: ROADWAY EXCAVATION 62
205.1.1 General 62
205.2 UNSUITABLE MATERIAL 62
205.6 SURPLUS MATERIAL 63
205.7 MEASUREMENT 63
205.8 PAYMENT 63
SECTION 206: STRUCTURE EXCAVATION AND BACKFILL 63
206.4.2 Structure Backfill for Earth Retaining Structures 63
206.4.4 Structure Backfill for Structures within Paved Areas 64
SECTION 211: FILL CONSTRUCTION 64
211.1 DESCRIPTION 64
211.2 PLACING 64
211.3 COMPACTING 64
211.4 TESTS 65
211.5 MEASUREMENT 65
PART 300 – STREETS AND RELATED WORK 65
SECTION 300: SAW CUT 65
300.1 DESCRIPTION 65
SECTION 301: SUBGRADE PREPARATION 65
301.1 DESCRIPTION 65
301.2.1 66
301.3 RELATIVE COMPACTION 66
301.7 MEASUREMENT 66
SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT 66

306.2 MATERIALS 66
306.8 PAYMENT 67
SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE 67
310.1 DESCRIPTION 67
310.1.1 Reclaimed Asphalt Pavement (RAP) 67
310.2 PLACEMENT AND CONSTRUCTION 67
310.2.1 Quality Control Testing 67
310.3 COMPACTION 68
310.5 PAYMENT 68
SECTION 317: ASPHALT MILLING 68
317.2 CONSTRUCTION REQUIREMENTS 68
317.2.1 Quality Control 69
317.2.2 Paving 69
317.2.3 Macrotexture Milling 70
317.3 MEASUREMENT AND PAYMENT 71
SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT 71
321.2 MATERIALS AND MANUFACTURE 71
321.3 WEATHER AND MOISTURE CONDITIONS 71
321.4 APPLICATION OF TACK COAT 71
321.6 MIX PRODUCTION 72
321.8 PLACEMENT 73
321.8.5 Smoothness 73
321.9 QUALITY CONTROL 74
321.12 MEASUREMENT 74
SECTION 329: TACK COAT 74
329.3 APPLICATION 74
329.6 MEASUREMENT 75
SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT 75
336.1 DESCRIPTION 75
336.2.1 Pavement Widening or Extensions 75
336.2.3 Temporary Pavement Replacement 75
336.2.4.1 Permanent Asphalt Pavement Replacement 76
336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT 76
336.4 MEASUREMENT 76
336.5 PAYMENT 76
SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE 77
340.2 MATERIALS 77
340.2.1 Detectable Warnings 77
340.3.1 Subgrade Preparation 77
340.3.3.1 Concrete Curb, Gutter, and Curb Terminations 77
340.3.3.1a Single Curb 77
340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp 78
340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs 78
340.3.3.4 Concrete Valley Gutter 78

340.3.10 Deficiencies 78
340.5.2 Concrete Flat Work 79
340.5.3 Curb Ramp Installation 79
340.5.4 Aggregate Base Course 79
340.6 PAYMENT 79
SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES 79
345.1 DESCRIPTION 79
345.3 ADJUSTING FRAMES 80
345.4 ADJUSTING VALVE BOXES 80
345.4.1 Adjusting Meter Boxes 81
345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS 81
345.6 MEASUREMENT 81
SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS 82
350.1 DESCRIPTION 82
350.2 CONSTRUCTION REQUIREMENTS 82
350.3 REMOVAL OF PAVEMENT 82
350.4 REMOVAL OF STORM PIPE AND CULVERTS 83
350.5 REMOVAL OF MISCELLANEOUS CONCRETE 83
350.6 REMOVAL OF UTILITIES 84
350.6.1 Removal and Disposal of Asbestos Cement Pipe 84
350.7 REMOVAL OF SIGNS AND DELINEATORS 86
350.8 REMOVAL OF FENCE 86
350.9 REMOVAL OF GUARDRAIL 86
350.10 MEASUREMENT AND PAYMENT 86
PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL 87
SECTION 401: TRAFFIC CONTROL 87
401.1 DESCRIPTION 87
401.2 TRAFFIC CONTROL DEVICES 87
401.3 FLAGMEN OR PILOT CARS 88
401.6 MEASUREMENT 88
401.7 PAYMENT 88
401.8 MEASUREMENT AND PAYMENT 88
SECTION 402: PAVEMENT MARKINGS AND STRIPING 89
402.1 THERMOPLASTIC PAVEMENT MARKINGS 89
402.2 TEMPORARY STRIPING 89
402.3 PERMANENT PAVEMENT MARKINGS 89
402.4 MEASUREMENT AND PAYMENT 90
SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS 90
403.1 DESCRIPTION 90
403.2 GENERAL SIGNING GUIDELINES 90
403.3 SIGN POSTS 91
403.4 MEASUREMENT AND PAYMENT 91
SECTION 404: LOOP DETECTORS 91
404.1 QUADRUPOLE LOOP DETECTORS 91

404.2 MEASUREMENT AND PAYMENT....92
SECTION 405: SURVEY MONUMENTS....92
405.1 DESCRIPTION....92
405.2 MATERIALS....92
405.3 CONSTRUCTION....92
405.5 PAYMENT....93
SECTION 430: LANDSCAPING AND PLANTING....93
430.3.2 Seeding....93
430.3.2 Seeding (Hydraulic)....93
SECTION 431: LANDSCAPE ROCK....96
431.1 REMOVE AND REPLACE LANDSCAPE ROCK....96
PART 500 – STRUCTURES....96
SECTION 505: CONCRETE STRUCTURES....96
505.1.1 Minor Structures....96
505.6.2 Adverse Weather Concreting....97
PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION....97
SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION....97
601.1 DESCRIPTION....97
601.2.3 Trench Grade....98
601.2.5 Over-excavation....98
601.2.11 Rock Excavation for Utility and/or Drainage Construction....98
601.4.2 Bedding....99
601.4.4 Initial Backfill....100
601.4.5 Final Backfill....100
601.4.5 Backfill....100
601.4.6 Compaction Densities....100
601.4.7 Water Consolidation....100
601.7 PAYMENT....100
601.8 MEASUREMENT AND PAYMENT....100
SECTION 610: WATER LINE CONSTRUCTION....101
610.1 DESCRIPTION....101
610.3 MATERIALS....101
610.4.1 Trenching/Cover....102
610.4.3 Blocking and Restraints....102
610.4.5 Testing....103
610.5 SEPARATION....103
610.5.1 General....103
610.9 FIRE HYDRANTS....103
610.11 CONNECTION TO EXISTING MAINS....103
610.13 METER SERVICE CONNECTIONS....104
610.16 MEASUREMENT AND PAYMENT....106
SECTION 611: WATER, SEWER AND STORM DRAIN TESTING....106
611.2 FLUSHING AND HYDROSTATIC TESTING....106
611.3 DISINFECTING WATER MAINS....106
611.4 SEWER LINE TESTING....107

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS 110
611.6 PAYMENT 110
SECTION 612: TEMPORARY WATER MAINS (FLY LINES) 110
612.1 DESCRIPTION 110
SECTION 615: SANITARY SEWER LINE CONSTRUCTION 112
615.2 MATERIALS 112
615.8 SANITARY SEWER SERVICE TAPS 113
615.10 MANHOLES 113
SECTION 618: STORM DRAIN CONSTRUCTION 113
618.1 DESCRIPTION 114
618.2 MATERIALS 114
618.3 CONSTRUCTION METHODS 114
SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS 114
625.1.1 Manholes 114
625.1.2 Sanitary Drop Sewer Connections 114
625.2 MATERIALS 115
625.3 CONSTRUCTION METHODS 115
625.3.1 Manholes 115
625.3.2 Sanitary Sewer Drop Connections 116
625.3.3 Sanitary Sewer Manhole Testing 116
625.4 MEASUREMENT 116
625.5 PAYMENT 117
SECTION 626: MANHOLE COATINGS 117
626.1 DESCRIPTION 117
626.2 MATERIALS 118
626.3 COATING 119
626.4 DEFECT REPAIR 121
626.5 WARRANTY 121
626.6 MEASUREMENT AND PAYMENT 121
SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES 121
630.3.1 General 121
630.3.2 Specific Valve Size Requirements 122
630.4 TAPPING SLEEVES AND VALVES 122
630.4.1 Tapping Valves 122
630.5 BUTTERFLY VALVES 122
630.6 AIR RELEASE AND VACUUM VALVES 123
630.6.1 Blow Off Installation 124
630.8 MEASUREMENT 124
630.9 PAYMENT 124
SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN 124
650.1 WATER MAIN ABANDONMENT 124
650.2 WATER MAIN REMOVAL 125
650.3 MEASUREMENT 125
650.4 PAYMENT 125

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER 126
651.1 SANITARY SEWER ABANDONMENT 126
651.1.1 Sanitary Sewer Mains 126
651.1.2 Manholes, Vaults and Wet Wells 127
651.2 SANITARY SEWER REMOVAL 127
651.3 MEASUREMENT 127
651.4 PAYMENT 128
PART 700 – MATERIALS 128
SECTION 701: AGGREGATE 128
701.4 RECLAIMED CONCRETE MATERIAL (RCM) 128
701.5 RECLAIMED ASPHALT PAVEMENT (RAP) 128
SECTION 703: RIPRAP 128
703.1 GENERAL 128
SECTION 710: ASPHALT CONCRETE 129
710.2.1 Asphalt Binder 129
710.2.3 Reclaimed Asphalt Pavement (RAP): 129
710.3.1 General 129
710.3.2 Mix Design Criteria 129
710.3.2.1 Marshall Mix Design 129
SECTION 725: PORTLAND CEMENT CONCRETE 130
725.1 GENERAL 130
725.1.1 Adverse Weather Concreting 130
725.5 ADMIXTURES AND ADDITIVES 131
725.8.1 Field Sampling and Tests 131
725.8.2 Concrete Cylinder Test: 132

NEW 2/14/19 REVISIONS

New Specifications:

- Section 102 Bidding Requirements and Conditions
- Section 103 Award and Execution of Contract
- Section 110 Notification of Changed Conditions and Dispute Resolution
- Section 703 Riprap

Specifications Rewritten, or With Major Updates:

- Section 100 General Conditions
- Section 101 Abbreviations and Definitions
- Section 104 Scope of Work
- Section 105 Control of Work
- Section 106 Control of Materials
- Section 107 Legal Regulations and Responsibility to Public
- Section 108 Commencement, Prosecution and Progress
- Section 109 Measurements and Payments
- Section 205 Roadway Excavation
- Section 321 Placement and Construction of Asphalt Concrete Pavement
- Section 340 Concrete Curb, Gutter, Sidewalk, Curb Ramps, Driveway and Alley Entrance
- Section 405 Survey Monuments
- Section 611 Water, Sewer and Storm Drain Testing
- Section 630 Tapping Sleeves, Valves and Valve Boxes on Water Lines

Specifications With Minor Updates:

- Section 206 Structure Excavation and Backfill
- Section 211 Fill Construction
- Section 301 Subgrade Preparation
- Section 306 Mechanically Stabilized Subgrade – Geogrid Reinforcement
- Section 310 Placement and Construction of Aggregate Base Course
- Section 317 Asphalt Milling
- Section 329 Tack Coat
- Section 336 Pavement Matching and Surfacing Replacement
- Section 345 Adjusting Frames, Covers and Valve Boxes
- Section 350 Removal of Existing Improvements
- Section 401 Traffic Control
- Section 402 Pavement Markings and Striping
- Section 403 Permanent Signing, Sign Posts and Delineators
- Section 404 Loop Detectors
- Section 430 Landscaping and Planting
- Section 431 Landscape Rock

- Section 505 Concrete Structures
- Section 601 Trench Excavation, Backfilling and Compaction
- Section 610 Water Line Construction
- Section 612 Temporary Water Mains (Fly Lines)
- Section 615 Sanitary Sewer Line Construction
- Section 618 Storm Drain Construction
- Section 625 Manhole Construction and Drop Sewer Connections
- Section 626 Manhole Coatings
- Section 650 Abandonment and Removal of Water Main
- Section 651 Abandonment and Removal of Sanitary Sewer
- Section 701 Aggregate
- Section 710 Asphalt Concrete
- Section 725 Portland Cement Concrete

Details That Have Been Updated:

- All references to COP Standard Details to correspond with updated City of Prescott General Engineering Standards

PART 100 – GENERAL CONDITIONS

ADD the following section to Part 100- General Conditions:

SECTION 100: GENERAL CONDITIONS

100.2 STANDARD SPECIFICATIONS AND DRAWINGS

(A) Standard details and specifications for the project shall be the most recent versions of the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Details/MAG Specifications), City of Prescott Supplement to MAG Standards (COP Supplement), City of Prescott General Engineering Standards (COP GES), Prescott City Code (City Code) and Arizona Revised Statutes (A.R.S.), except as modified in the project plans and specifications.

(B) Other standard specifications and details will be incorporated within the plans, project documents and specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications for Roadway and Bridge Construction (ADOT Specifications), Arizona Department of Environmental Quality (ADEQ), Manual on Uniform Traffic Control Devices (MUTCD) (with Arizona Supplement), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and others.

100.3 GENERAL NOTES

(A) All construction shall conform to the most recent versions of the MAG Standards, COP Supplement to MAG, and the COP GES, unless specifically modified on the plans.

(B) It shall be the Contractor's responsibility to obtain copies of all standards, details and specifications necessary to completely and accurately interpret the plans.

(C) All plans are null and void 1 year from date of signature if construction has not started.

(D) All quantities shown on plans are approximate, are not verified by the Engineer, and are furnished solely for the Contractor's convenience. They do not necessarily correspond to bid schedule items. Payment shall be based on bid schedule items for actual quantities provided and installed. The Contractor shall not be relieved of their responsibility for independently estimating work quantities prior to bidding. If any discrepancy in quantities is found, Contractor shall notify the Engineer of such no later than 24 hours prior to bid opening.

(E) A City right-of-way permit will be required for all off-site construction and construction within the public right-of-way.

(F) It is the sole responsibility of the Contractor to obtain, at the Contractor's own expense, such permits as are required from the appropriate agencies.

(G) The Public Works Department shall be notified a minimum of 24 hours prior to beginning any construction in the public right-of-way at (928) 777-1176.

(H) Inspection is to be done by the City Public Works Department.

(I) Any work performed without the knowledge of the City Inspector or the Inspector's authorized representative is subject to removal and replacement of same, to be done at the Contractor's expense.

(J) All work and materials, which do not conform to the specifications, are subject to removal and replacement at the Contractor's expense.

(K) Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until the written final acceptance of a complete and workable unit.

(L) The City may suspend the work by written notice when, in its judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is a danger to the public health and safety.

(M) The Contractor shall provide sufficient men and equipment on the job at all times during construction to comply with specifications and to complete work.

(N) The Contractor shall be responsible for construction surveying and layout.

(O) The Contractor shall notify Arizona 811 (formerly Arizona Blue Stake) at 1-800-STAKE-IT (1-800-782-5348) between 6 a.m. and 5 p.m. Arizona time, Monday-Friday (excluding State holidays), at least 48 hours prior to construction.

(P) It is the Contractor's responsibility to locate all underground pipelines, telephone, communication and electric conduits and structures in advance of any construction and will observe all possible precautions to avoid any damage to such. The Engineer and/or City will not guarantee any locations as shown on these plans, or those omitted from it.

(Q) The Contractor is to uncover all existing lines being tied into and verify grades, pipe material, and pipe diameter before material submittals and planned construction activities.

(R) The Contractor shall comply with all ADEQ requirements.

(S) All water lines shall be provided with 12 AWG HS-CCS wire. Trace wire shall be subject to traceability test. Testing is to be by the Contractor and witnessed by the City Representative and at no extra cost to the City.

(T) Water and sewer separation shall be pursuant to Arizona Administrative Code (AAC) R18-5-502.C. and City specifications.

(U) Water mains shall be subject to a pressure and leakage test in accordance with the American Water Works Association (AWWA) C600 Standard.

(V) Water mains shall be disinfected in accordance with ADEQ Engineering Bulletin No. 8 “Disinfection of Water Systems”.

(W) Operation of valves to be done by City personnel only.

(X) All pipeline materials shall be installed per manufacturer's requirements unless superseded by City specifications.

(Y) All materials for water line construction shall meet AAC R18-4-119.

(Z) ADEQ requirements will apply when more stringent than MAG Specifications; more specifically where they pertain to maximum allowable sewer line/pressure sewer line exfiltration-infiltration rates.

(AA) Sewer line low-pressure air tests shall be done on 100 percent of all sanitary sewer lines.

(BB) Sewer manholes exfiltration tests shall be done on 100 percent of all manholes. Vacuum testing in accordance with City standards may be used in lieu of exfiltration test.

(CC) Sewer line deflection tests shall be done on 100 percent of all pipes.

(DD) Prior to project acceptance, the Contractor shall be responsible for providing the City with a video (DVD format) of the entire sewer main installed including service laterals. A City Representative shall attend the video data collection. If the City is not present during the video data collection, the City may require that the video data be redone, at the Contractor’s expense, with the City Representative present. The video will be reviewed and deemed acceptable by the City prior to project acceptance.

(EE) Acceptance of the completed work will not be given until 3 ml Mylar as-built reproducible plans and all required digital files have been submitted by the Engineer of Record and approved by the Engineer.

(FF) The Contractor shall warrant all work for a minimum of 2 years after formal acceptance of the work.

SECTION 101: ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

REVISE and ADD the following:

Agency/City/Contracting Agency/Owner: Interchangeable to mean, the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, unless otherwise noted; and meant as the governmental agency/legal entity for which the work is being done, either by permit or contract.

City's Representative: The authorized representative of the City, which may be an individual or a firm, or their assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

County: Yavapai County, organized and existing under and by virtue of the laws of the State of Arizona.

Director: The City of Prescott Public Works Director, or their designee, representative or assistants, unless otherwise noted.

Engineer: The duly authorized person, or their designees, employed by or contracted with the City of Prescott who is responsible for all aspects of the project and with the authority to make revisions to and approve the changes to the plans or specifications.

Engineer of Record: The Engineer of Record is a Civil Engineer registered in the State of Arizona by the Board of Technical Registration and is responsible for design, calculations and preparation of contract documents. The Engineer of Record shall provide field observation, compile, review and comment on project documentation, material testing reports and prepare as-built drawings.

Materially Unbalanced Bid: A bid that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City.

Mathematically Unbalanced Bid: A bid containing lump sum or unit bid prices that do not reflect reasonably anticipated actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Notice Inviting Bids: Refers to the standard forms inviting proposals or bids.

SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

102.2 CONTENTS OF PROPOSAL PAMPHLET

ADD the following:

All standard specifications and details referenced, unless otherwise noted, shall conform to the most current editions, including revisions thereto.

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

ADD the following:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans or specifications, they shall submit to the Director a written request for an interpretation or correction thereof no later than 5 working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Interested bidders may call, email or visit the office of the Director with any questions up to 5:00 PM on the fifth working day prior to the bid opening date. The City will no longer address or interpret any general questions or comments after that time. Should any issue be determined significant to the project by the Director, appropriate action will be taken. Any interpretation or correction of the proposed documents will be made available to prospective bidders a minimum of 3 working days prior to the bid opening date. Any correction of the contract documents will be made only by an addendum duly issued by the City and a copy of such addendum will be available on the City's website. The City will not be responsible for any other explanations or interpretations of the documents.

102.5 PREPARATION OF PROPOSAL

ADD the following:

(D) If the proposal is made by an individual, it shall be signed and the individual's full name and address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by a general partner of the firm who shall also sign their own name, and the name and address of each partner shall be given; and, if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers.

All submittal forms are contained in the Notice Inviting Bid and must be submitted as part of the bid.

ADD the following subsection to 102.5 Preparation of Proposal:

102.5.1 Instructions for Preparing Proposal

Payment for all work performed under this contract shall be based on the units as shown in the bidding schedule. Payment of the bid items as stated in the Contractor's proposal for the completed work, shall be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment and appurtenances included in the work as are necessary to complete the total work under this contract in a good, neat, and satisfactory manner as indicated on the plans, as described in the specifications, and as otherwise implied or required to fulfill the objective of the work.

All construction elements, as identified in the bid schedule, shown on the plans or details or described in the special provisions, are required for the construction and are to include all costs associated with earthwork, trenching, subgrade construction, valves, fittings, tapping sleeves, appurtenances, utility boxes, bedding, pavement replacements, hauling, placing, disposing of, start up, testing, certifying, or any other associated work and materials required for a complete in place and operable item of construction. All work items and materials not specifically itemized in the bid schedule and that are required for construction are to be considered incidental to the total project bid amount.

It is the intent of the contract that maximum payment shall not exceed the agreed unit price without duly authorized contract amendments. Each item, fixture, piece of equipment, work, etc., as indicated on the plans, or specified anywhere in these documents shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents, license fees, insurance premiums, etc., for the right to use equipment or processes included in this contract shall be included in the total bid price.

Cost of testing, and other incidental operations, profit and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the total bid price.

The "Total Amount of Bid" must be filled out by the bidder. In case of any discrepancy between the price in figures and price in written words, as written or corrected, the price in written words shall be presumed to be correct unless obviously in error, and shall be considered as the Contractor's correct and intended bid.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for.

102.6 SUBCONTRACTORS LIST

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Subcontractors List must be completed, attached and submitted along with the bidding schedule. Only 1 name shall be listed for each category.

102.7 IRREGULAR PROPOSALS

ADD the following:

(F) If the bid is mathematically unbalanced.

(G) If the bid is materially unbalanced.

102.9 SUBMISSION OF PROPOSAL

ADD the following:

Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to ensure the bid is received in proper time.

102.13 SUCCESSFUL BIDDERS

REMOVE in its entirety and REPLACE with the following:

The successful bidder may obtain 1 set of plans and specifications for the project at no extra cost.

ADD the following subsection to Section 102- Bidding Requirements and Conditions:

102.14 ADDENDA

Any addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of a bid, shall be covered in the bid and shall be made a part of the contract. Addenda may be issued until noon on the third working day prior to the bid opening date. It is the prospective bidder's responsibility to check for addenda related to this procurement. Addenda will be posted on the City's website.

SECTION 103: AWARD AND EXECUTION OF CONTRACT

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.1 Confirmation of Bid

At any time after the opening of the bids, the Director may require any bidder on the project to confirm such bid in writing prior to contract award. An acknowledgement will be sent to the bidder to certify the prices bid have been reviewed and to confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount stated in the bidding schedule.

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.2 Experience and Qualifications

When requested by the City, the bidder shall supply a list of all public projects begun within the previous 3 years prior to contract award. The project list shall contain all public projects entered into by the bidder and shall include the project name and location, original and final contract amounts, project status and a contact name and information for each project. The bidder shall provide a description and explanation for any projects that were not completed successfully. Failure to provide complete and factual information may be grounds for rejection of the bid in accordance with City Procurement Code 1-27-18(K).

ADD the following subsection to 103.1 Consideration of Proposals:

103.1.3 Pre-Award Conference

The City may require the apparent low bidder to attend a pre-award conference in order to establish that the bidder fully understands the scope, complexity and expectations of the project as described in the contract documents; to discuss issues, concerns, risk areas and how to minimize them within the bounds of the contract; and to determine that the apparent low bidder is the most responsible and/or most qualified bidder in accordance with City Procurement Code 1-27-18(K).

The purpose of the pre-award conference is to ensure that all participants are apprised of their responsibilities and obligations regarding all applicable laws, rules, regulations and ordinances contained in the contract documents prior to entering into a contract.

103.3 AWARD OF CONTRACT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The contract will be awarded to the lowest qualified bidder complying with these instructions and with the Notice Inviting Bid. The City, however, reserves the right to accept or reject any or all bids if it deems it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 60 calendar days after the opening of bids.

ADD the following subsection to 103.3 Award of Contract:

103.3.1 Assignment of Contract

No partial or full assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received there under by the Contractor, will be recognized by the City unless such assignment has had prior written approval of the City and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

103.6 CONTRACTOR'S INSURANCE

ADD the following:

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for a contract and in no way limit the indemnity covenants contained in the contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under a contract by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The Contractor is free to purchase such additional insurance as may be determined necessary.

(A) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

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

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

(B) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

(C) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(D) Verification of Coverage: The Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of

work under this contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the "Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties". Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

(E) Such policy shall not exclude coverage for the following:

(1) Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

(2) Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.

(3) Injury to or destruction of any property arising out of blasting or explosion.

(4) Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the contract in an amount of not less than $1,000,000.00 for one person, and $1,000,000.00 for more than one person, and property damage in the sum of $1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

(F) The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in the Contractor's name and also in the name of the City in an amount of at least 100 percent of the contract amount (if applicable).

(G) The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than 100 percent of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

103.6.1 General

REMOVE item (A) in its entirety and REPLACE with the following:

(A) The Contractor shall provide and maintain, during the life of the contract, General Liability, Automobile Liability, and Worker's Compensation Insurance as provided herein.

Unless otherwise specifically required by the special provisions, the minimum limits of public liability and property damage liability shall be as provided herein.

The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

(1) Commercial General Liability: Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate $3,000,000
- Products – Completed Operations Aggregate $3,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000
- Fire Legal Liability (Damage to Rented Premises) (if applicable) $100,000

The policy shall be endorsed to include the following additional insured language:

"The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard."

(2) Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract

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

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

(3) Worker's Compensation and Employer's Liability:

Worker's Compensation Statutory

Employer's Liability

- Each Accident $1,000,000
- Disease- each employee $1,000,000
- Disease- policy limit $1,000,000

The policy shall contain a waiver of subrogation against the City for losses arising from work performed by or on behalf of the Contractor.

(4) Professional Liability (Errors and Omissions Liability) (if applicable)

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

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

(b) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

(c) Notice of Cancellation: With the exception of a 10 day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a 30 day written notice.

103.6.2 Indemnification of the Contracting Agency Against Liability

REMOVE in its entirety and REPLACE with the following:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.9 PRECONSTRUCTION CONFERENCE

Within 15 days of the date of the Notice of Award, the Contractor is required to attend a preconstruction conference. The City will contact the Contractor to schedule a specific date, time and location for the preconstruction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items, which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures, which the Contractor believes may be of benefit to the project, reduce cost, or will reduce inconvenience to the public. Communication and coordination issues will be also addressed during the preconstruction conference. The Contractor will be required to provide 5 sets of the following information at the preconstruction conference:

- Key personnel names and emergency phone numbers involved in the project.
- Public information plan
- Project signage plan
- Stormwater Pollution Prevention Plan (SWPPP) (NOI if applicable)
- Contractor quality control plan
- Subcontractor contracts and purchase orders for each and every item of work under subcontract on the project
- Payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project
- Overall construction schedule and two-week look ahead schedule (provided weekly)

- Dust abatement/street sweeping plan and construction water meter application
- Traffic control plan and access management plan providing for continuous access to residents and businesses affected by the project
- Contractor's company safety plan
- An itemized list of shop drawings, materials, mix designs, equipment submittals and a schedule indicating the dates each of these items will be transmitted to the Director for review

Each of the above items is subject to review and approval by the Director.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.10 COMMENCEMENT

The Contractor shall commence work on or before the tenth calendar day after receiving the Notice to Proceed, and shall complete all work under the contract within the period of time specified in the special provisions. The City reserves the right to issue Notice to Proceed at any time between 0 and 60 days after contract award. Notice to Proceed will be issued not later than 60 calendar days after the contract has been awarded unless otherwise agreed upon in writing, or as may be specified in the special provisions. In addition, the Contractor shall not commence work until all required documents, bonds, plans and schedules have been received and approved by the City. These submittals will not affect the issuance of Notice to Proceed by the City.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.11 CONTRACTOR AND SUBCONTRACTOR RECORDS

(A) The Notice Inviting Bids, Information for Bidders, special provisions, specifications, plans, and all supplementary documents are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the contract documents, the Contractor shall immediately call the matter to the attention of the Director for furnishing of detailed instructions. In case of discrepancies, the specifications shall govern over the plans. Figured dimensions shall govern over scaled dimensions.

(B) 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, or anything indicated on the plans and not mentioned in these specifications, shall be in the same force and effect as if indicated or mentioned in both.

(C) The Contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with back-up data, including electronic data, and all other material relating to the contract and project for 3 years following completion and acceptance of the work. All records shall be accurately maintained in accordance with generally accepted accounting principles and practices uniformly and consistently applied in a format that will permit audit. The Director or the Director's authorized representative(s) shall have access at all reasonable times to all applicable records of the Contractor and the records of the Contractor's subcontractors.

The Contractor and subcontractors shall preserve all such materials for a period of 3 years after all payments to the Contractor or subcontractors, or until the final resolution of all claims made by the Contractor or subcontractor on this contract, whichever is later. The Contractor and subcontractors shall make all of the above materials available to the Director for auditing, inspection and copying and shall produce such materials upon written request at the office of the Public Works Director located at 433 N. Virginia Street, Prescott, Arizona 86303.

The Contractor shall insert the above requirement in each subcontract, purchase order, lease agreement, or other document under which goods or services are provided for the performance of this contract and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, lease agreement or document under which goods or services are provided for the performance of this contract.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.12 ERROR AND OMISSIONS

The written dimensions, calculations and quantities on the plans are presumed to be correct, but the Contractor shall be required to check carefully all dimensions, calculations and quantities before beginning work. If any errors or omissions are discovered, the Director shall be so advised in writing and will make the proper corrections. If the Contractor claims that any such errors or omissions should change the cost of any pay item or the construction as identified in the plans, the Contractor shall also submit to the Director a written proposed contract amendment. Any such adjustments made by the Contractor that are claimed to change the cost of any pay item or the construction as identified in the plans, without prior review and acceptance of a proposed contract amendment, shall be at the Contractor's own risk. The settlement of any complications or disputed expenses arising from the Contractor's adjustment shall be borne by the Contractor at the Contractor's own expense.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.13 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 the Contractor or any person or agent employed by him shall be borne by the Contractor.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.14 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said Notice is posted, by first class mail to the Contractor at the Contractor's last given address, electronically delivered, or delivered in person to the Contractor or the Contractor's authorized representative on the work.

ADD the following subsection to Section 103- Award and Execution of Contract:

103.15 PROJECT CLOSEOUT

It is the intent of these specifications and contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use. The City shall withhold Final Payment and release of retention until ALL of the following items have been completed:

(A) Completion of all work, including punch-list items and final acceptance of the work by the City.

(B) Submittal by the Contractor of final pay estimate, which shall show the amount of work performed according to the contract and approved by the City.

(C) Submittal by the Contractor of all project record documents, including as-built drawings, operation and maintenance manuals, and other records as referenced herein.

(D) Submittal by the Contractor of the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion and Warranties.

(E) Closeout of any and all permits issued to the Contractor by the City or any other agency for the work included in the project.

(F) Submittal by the Contractor of an Environmental Protection Agency (EPA) Stormwater Pollution Prevention Plan (SWPPP) Notice of Termination (if applicable).

SECTION 104: SCOPE OF WORK

104.1.1 General

REMOVE the last paragraph in its entirety and REPLACE with the following:

Unless otherwise specified in the special provisions, the 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 specified time.

The Contractor shall at all times during the continuance of the contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

ADD the following:

The work shall conform to such other drawings relating thereto as may be furnished by the City prior to the opening of proposals, and to such drawings in the explanation of details or minor modifications as may be furnished from time to time during construction, including such minor modifications as the Director may consider necessary during the prosecution of the work.

Scaled dimensions shall not be used in the construction of the work.

All work, as identified in the contract documents, not specifically itemized in the bid schedule that are required for the construction, are to be considered incidental to the project bid amount.

104.1.3 Water Supply

ADD the following:

(A) The Contractor shall supply adequate, pure, cool drinking water with individual drinking cups for the use of employees on the project. The quality of drinking water shall meet the requirements specified by the Arizona State Department of Health.

(B) It shall be the responsibility of the Contractor to provide and maintain, at the Contractor's own expense, a supply of water sufficient for the needs of the project and to install and maintain necessary supply connections and piping for the same. Before final acceptance of the completed project, all temporary connections and piping installed by the Contractor shall be removed.

(C) The Contractor shall apply for a fire hydrant meter for all construction water used if the Contractor desires to obtain water from the City distribution system at any point. All contractors requesting construction water from the City must submit an application for a construction water meter to the Water Distribution

Department. A $1,000 deposit will be required for hydrant meters. If construction water use occurs during the months of May through September the Contractor shall also include a dust abatement program. Potable water may not be allowed for dust abatement during these months. Potable water can be used to process embankment fill and base materials year round. However, contractors are encouraged to use treated effluent for construction activities. The City has two outlets for effluent, the Sundog Wastewater Treatment Plant and the Airport Wastewater Treatment Plant. The City will provide metered standpipes for effluent at both plants. The Contractor will be required to estimate daily and total potable/effluent water usage for the project as identified on the application for a construction water meter. The Contractor will be responsible for all costs associated with obtaining and delivering construction water.

104.1.4 Cleanup and Dust Control

ADD the following:

(A) Street Sweeping: The Contractor shall be responsible for sweeping the project no less than 4 times a week, or more as deemed necessary by the Engineer, to suppress dust, pick up dirt, soil, and construction debris so it does not travel to a water body or the City's storm drain system. A street sweeping plan documenting the frequency of sweeping, time and dates, route and type of sweeper that will be utilized shall be submitted to the City at the first preconstruction conference. The street sweeper shall be a mechanical sweeper with water applying equipment. No brooms, mechanical brooms mounted on drivable construction equipment or regenerative air sweepers will be accepted without prior approval from the City.

No measurement or payment will be made for street sweeping, unless otherwise provided for in the special provisions or proposal. The cost of street sweeping will be deemed incidental and the cost included in the proposal price for the construction operation to which dust control is incidental or appurtenant.

(B) Waste Disposal, Grading and Material Storage

(1) The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owners(s) prior to disposing of any surplus materials, waste products, debris, etc., on private property, and shall also obtain the approval of the Director prior to such disposal.

(2) The Director will not approve the filling of ditches, washes, drainage ways, etc., which may in the Director's opinion create water control problems.

(3) The Director will not approve disposal operations, which will, in the Director's opinion, create unsightly and/or unsanitary nuisances.

(4) The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period as required by the Director. Prior to final acceptance of the project, the Contractor shall have completed the leveling and cleanup of the disposal site(s) to the satisfaction of the Director.

(5) The Contractor shall obtain a grading permit or any other permit required by the City, Yavapai County or any other county, or State or Federal rules, regulations, laws, ordinances, or any other regulatory authority for all construction operations of the project, including but not limited to the following:

(a) Areas disturbed by the Contractor, including staging areas, borrow areas, waste areas, or material storage areas, located within the City limits that are subject to any requirements of the City Code, COP Land Development Code or COP General Engineering Standards, including but not limited to Section 6.7 – Site Disturbance, Grading and Restoration Standards; and Section 9.6 – Site Disturbance and Grading Permit, of the COP Land Development Code; Chapter 16-2: Drainage Regulations of the City Code; and Articles 2 and 3 of the COP General Engineering Standards;

(b) Areas outside of the City limits that are subject to the requirements of Yavapai County, Arizona Department of Transportation (ADOT), and/or Yavapai-Prescott Indian Tribe (YPIT) for any activities described herein;

(c) The disposal of waste material on private property dependent upon site specific conditions at the waste area(s) and characteristics of the fill in accordance with this section. The fees for a permit for this activity shall not be waived; said fees are incidental to the appropriate bid item(s);

(d) The staging or material storage area(s) that:

(i) Are not City owned property on the project, or

(ii) Require clearing or grubbing in excess of 10,000 square feet

Fees for a permit(s) for this activity shall not be waived; said costs are incidental to the appropriate bid item(s).

(e) Site disturbances for infrastructure improvements on City owned property not within the right-of-way for which the disturbance is greater than 50 cubic yards of material or in excess of 10,000 square feet. The associated fees for grading permits for this activity on City owned property shall be waived.

104.1.5 Final Cleaning Up

ADD the following:

Upon completion of construction and before final acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. All debris including but not limited to broken pipe, concrete and other construction debris shall be removed from the project site and properly disposed.

Existing landscape improvements, drainage ditches, etc., shall be restored in "like kind" so that the improvement is put back in as close to its prior state as possible. Restoration of incidental items impacted by construction activity shall be in any and all areas utilized by the Contractor in relation to the project. The Contractor shall restore each individual work site to grades existing before construction work. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit prices in the bid schedule.

104.2 ALTERATION OF WORK

ADD the following:

(A) Changes in the Work: The City, without invalidating the Contract, 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 the Director. 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.

Extra work shall be that work not indicated or detailed on the plans and not specified. Such work shall be governed by all applicable provisions on the contract document.

In giving instructions, the Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the total amount of the contract shall be valid unless so ordered.

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. The Director shall have the right to make such changes, from time to time, in the plans, in the character of the work, and in the termination of the completion of the work in the most satisfactory manner without invalidating the contract.

Any change ordered by the Director which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to agreement prior to said work being performed.

The prices agreed upon and any agreed upon adjustment in contract time shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by the Contractor's signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the contract as it applies to the items in questions and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question to be reimbursed pursuant to the unit prices in the Contractor's bid or on a force account basis as provided hereinafter, at the City's option.

(B) Claims for Extra Work: If the Contractor claims that any instructions involve extra cost under this contract, he shall give the Director written notice thereof within 48 hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for herein. No such claim shall be valid unless so made.

SECTION 105: CONTROL OF WORK

105.1 AUTHORITY OF THE ENGINEER

ADD the following:

All references to "the Engineer" shall mean the City Public Works Director.

105.2 PLANS AND SHOP DRAWINGS

ADD the following:

Drawings of minor or incidental fabricated materials and/or equipment may not be required by the Director. The Contractor shall furnish the Director tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples of general data as may be required to permit determination by the Director as to their acceptability for incorporation in the work.

ADD the following subsection to 105.2 Plans and Shop Drawings:

105.2.1 Submittals

In ample time for each to serve its proper purpose and function, the Contractor shall submit to the Director such schedules, reports, drawings, lists, literature samples, instructions, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this contract.

Shop drawings and data shall be submitted to the Director in such number of copies as will allow him to retain 4 copies of each submittal. The submittal shall clearly indicate the specific area of the specifications or plans for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. The Director's notations of the action, which he has taken, will be noted on 1 of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the contract and a copy of the same shall be kept with the job site plans and the fabrications furnished shall be in conformance with the same.

ADD the following subsection to 105.3 Conformity with Plans and Specifications:

105.3.1 Order of Work

When required by the contract documents, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for contract items of work and no additional compensation will be allowed therefore.

105.4 COORDINATION OF PLANS AND SPECIFICATIONS

ADD the following:

In the event of any doubt or question arising regarding the true meaning of these specifications, special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

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 the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working or shop drawing after it has been accepted by the Engineer.

The Contractor shall keep a copy of the contract documents, plans and specifications at the job site, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as a part thereof and the Engineer will furnish from time to time such additional drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

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 the Engineer except by consent of the Engineer in writing.

105.5 COOPERATION OF CONTRACTOR

REMOVE the first paragraph in its entirety and REPLACE with the following:

1 set of approved plans and specifications shall be kept available on the work site at all times by the Contractor.

105.6 COOPERATION WITH UTILITIES

ADD the following:

Location of Underground Utilities

(A) The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) within the time frame specified under Arizona law and request field location of underground utilities on public and private property. The Contractor shall employ private locating companies for private utilities not found by Arizona 811. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at the Contractor's expense manually determine the exact location of all buried facilities.

(B) The Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to the Contractor's attention.

(C) The Contractor shall perform all operations in accordance with Arizona 811.

(D) Utility locations shown on the plans are approximate and based on drawings furnished by the respective utility. It shall be the Contractor's responsibility to protect all existing utilities. Should a utility conflict occur, the Contractor shall cooperate with the said utility to resolve the conflict. No claim for extra costs shall be made against the City for delays due to any utility conflict.

(E) If performance of the Contractor's work is delayed because the utility owners fail to relocate or adjust their facilities in a timely manner, the Contractor may file for an extension of time. To receive consideration, this request shall contain specific information as to the nature of the delay and the actual loss of time involved.

(F) The Contractor shall assume full responsibility for damage to all marked utilities due to the Contractor's operations and shall repair the damaged utilities in accordance with regulatory authority requirements at the Contractor's own expense.

(G) Measurement and Payment: No separate measurement and payment shall be made for the location of underground utilities. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES

ADD the following:

(A) Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the contract documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.

(B) The Contractor shall not retain the Engineer of Record for construction staking due to conflict of interest.

(C) Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.

(D) The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include:

(1) Slope or limit stakes

(2) Limits of Temporary Construction Easements (TCE)

(3) Horizontal and vertical alignment of pipeline

(4) Valves, tees, horizontal and vertical bends, blow offs, air release valves, tracer wire stations, water meters and hydrant locations

(5) Tank and appurtenances

(6) Electrical, instrumentation and control facilities, including, but not limited to, antennae pole

(7) Site improvements including, but not limited to, retaining walls, curbs, fencing, drainage, chain link fence enclosures, protection posts, gates, etc. The original grade of all retaining walls shall be surveyed and established prior to beginning any earthwork.

(8) Cross-sections will be required, at no additional expense to the City, should quantity disputes arise pertaining to the following: earthwork, subgrade, ABC or asphaltic concrete.

(9) Curb stakes at all PC's, PT's, vertical PI's (grade breaks), transitions to and from super elevated sections and at 50 foot intervals

(10) Blue tops for subgrade and ABC at intervals specified for curb. Quarter crown blue tops shall be required when the typical section is 4 lanes or more without median curb.

(11) Other staking as needed to complete the work in conformance with the plans and specifications.

(E) The Engineer and the Contractor’s superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.

(F) All survey data will be referenced to the City Coordinate System in accordance with the City Survey Datum Requirements as noted below.

CITY OF PRESCOTT SURVEY DATUM REQUIREMENTS		
Coordinate Units	International Feet	
Distance Units	International Feet	
Height Units	International Feet	
Datum		
Geodetic (Horizontal) Datum	North American Datum of 1983 (1992), (NAD83 (1992)	
Coordinate System	Arizona Coordinate System (State Plane)	
Zone	Central (0202)	
Vertical Datum	North American Vertical Datum of 1988, (NAVD88)	
Geoid Model	GEOID99 (Conus)	
City of Prescott Coordinate System (COPCS) – Conversion from State Plane		
COPCS Northing	(State Plane Northing x 1.000329975) – 701,456.0090	
COPCS Easting	(State Plane Easting x 1.000329975) + 69,457.2499	
Note: Distances computed between COPCS coordinates approximate "ground" distances		
State Plane – Conversion from City of Prescott Coordinate System		
State Plane Northing	(COPCS Northing + 701,456.0090) x 0.999670134	
State Plane Easting	(COPCS Easting – 69,457.2499) x 0.999670134	
Example – City of Prescott Mingo Base		
Latitude	34°34'29.27969" N	
Longitude	112°28'48.72638" W	
Height	5587.018'	
	State Plane Coordinates	**City of Prescott Coordinates**
Northing	1,301,026.703	600,000.0000
Easting	530,367.742	600,000.0000
Elevation	5,673.561'	5,673.955'

(G) Measurement and Payment: The quantity of construction staking measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for construction staking shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

105.9 DUTIES OF INSPECTOR

ADD the following:

An inspector is to be assigned to the project by the City to monitor the project and to keep the Engineer informed as to the progress of the work and the manner in which it is being done. Additionally, the Inspector will call the Contractor's attention to any nonconformance with the plans and specifications. Inspection will be done on an as needed or on-call basis. The Inspector will not be authorized to approve or accept any portion of the work. The Inspector will exercise such additional authority only as may from time to time be delegated to him by the Engineer.

105.10 INSPECTION OF WORK

ADD the following:

Inspection is to be done by the City Public Works Department. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the part removed will be paid for as provided in Sections 104 and 105 of these specifications, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

105.15 ACCEPTANCE

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Partial Acceptance: Partial acceptance may be given upon substantial completion of the work at the sole discretion of the Engineer as provided herein. After completion of certain units of work under this contract, such as a structure, utility service, or a section of road or pavement, including all testing and other preparation necessary for operation of the unit by the City as herein specified, but prior to final project completion, the Contractor may request the Engineer to make final inspection of that work for partial acceptance. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract, the Engineer may accept the work, in writing, as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(1) For the purpose of this section, substantial completion shall mean that stage in the progress of the work where the work or designated portion is sufficiently complete in accordance with the contract documents so that the City can occupy or utilize the work for its intended use with only minor work items or cleanup items remaining to be accomplished. Partial acceptance shall not be given for incomplete major work items nor minor work items affecting public health and safety.

(2) The units to be included for partial acceptance prior to final project completion will be noted at the time of the preconstruction conference in accordance with Contractor's schedule, or by written notice to the Contractor at the earliest possible time.

(3) The guarantee period for these units shall commence with the date of final acceptance of the entire project by the City. Full payment for these units will not be made until final acceptance of the total work is made.

(4) Acceptance of any portion of the project prior to acceptance of the whole shall not be construed as absolving the Contractor of responsibility for any item of construction or incidental work included in the original contract.

(5) Contract time accounting and/or assessment of liquidated damages shall be suspended on the date of partial acceptance and the Contractor shall complete all remaining work items necessary for final acceptance within 30 calendar days of the date of partial acceptance. The City shall withhold release of retention until all items under the contract have been completed and final acceptance has been issued.

ADD the following subsection to Section 105- Control of Work:

105.16 RECORD DRAWING PREPARATION AND COORDINATION

(A) As-built field data collection and preparation of record drawings will be performed by the Engineer. The Contractor shall notify the Engineer as required in this section, provide access to the work, and cooperate with the Engineer to gather information to accurately depict the as-built conditions. During the construction phase and prior to any backfilling or covering and subsurface improvements, the Contractor shall notify the Engineer of Record and the Engineer of Record will survey the work for the purpose of record drawing preparation. As-built measurements and surveying shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration. The Engineer shall supply all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall aid the Engineer in determining and providing this information. As-built data shall include, but not be limited to all items noted below.

(1) Grading and Drainage Plans

(a) Finished pad grades: An Average pad grade may be used if the pad is not flat. Pad elevations shall not exceed plus 0.5 feet tolerance (plus 0.2 feet if located adjacent to an existing development). Pad elevations shall not exceed minus 0.2 feet tolerance (0.1 feet if located in a floodplain or adjacent to a wash or channel).

(b) Flow line elevations of channels

(c) Hinge point elevations on all slopes and grade breaks

(d) Percentage of all slopes, flow lines and channels

(e) Catch basin grates elevation at top of grate

(f) Inverts of storm drain lines and headwalls

(g) As-built elevations shall be provided at all drainage control point (i.e. detention overflow point, tops and bottoms of detention basins, drain rims, valley gutters, curbs, curb openings, flow line elevations in swales, etc). As-built enough spot elevations to verify the design intentions are met (i.e. grade breaks, high/low points, scuppers, extreme outfall, etc). Show the direction of drainage flow to illustrate that design intent has been met.

(h) Provide calculations to verify that actual as-built volume of all detention facilities included on the as-builts, as well as a table which compares the as-built volumes with the approved, required volumes indicated on the design drawings or in the approved drainage report

(i) Detention calculations shall be revised to as-built condition by the Engineer of Record

(j) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures

(k) Top of flood walls, retaining walls, and cutoff walls

(l) Stations, offsets, and invert elevations for spillways and box culverts

(m) When storm drain lines and appurtenances are included in the grading and drainage drawings, the Contractor shall refer to the storm drain plan record drawing requirements for additional required items

(2) Water/Fire/Reclaimed Water Plans

(a) All fittings and appurtenances shall be surveyed, including but not limited to the following: valves, bends, tees, reducers blow offs, air release valves, tracer wire stations, water meters, and hydrant locations.

(i) Valves shall be measured on the nut and center of the cover. If extensions are used, the length of the extension shall be noted.

(ii) All fittings shall be measured at the middle of the fitting.

(iii) Air release valves shall be measured at the main connection, the air release box, and any major alignment changes between the two.

(b) Pipe sizes, lengths and materials

(c) Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain

(d) Street centerline station and offset dimension to:

(i) All fire hydrants and fittings (e.g. valves)

(ii) Main at all changes in alignment

(iii) All horizontal control points (e.g. centerline intersects, PC, PT)

(e) Centerline station and offset to each service tap; size of tap and meter

(f) Note centerline station, offset and elevations to all changes in vertical alignment (e.g. dips, bends, etc. required to avoid conflicts with other utilities). If the water main continues in a straight horizontal and vertical alignment for more than 100 feet, the water main will be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.

(g) The drawings must clearly indicate the specific points of reference. No dimensioning from points of curvature or tangency is acceptable for record drawing purposes. In all cases where the pipeline is constructed within, or parallel in close proximity with the right-of-way, all stationing and dimensioning must be from the nearest appropriate monument line and monument line intersection.

(h) When water services are not installed perpendicular to the water main, both the location of the tap at the main and the distance of the meter set from the nearest side property line of the lot must be shown.

(i) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets, and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(j) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.

(k) Water tank and appurtenances

(i) Required information for water tanks include, but are not limited to finished floor elevations, footing elevations, inlets, outlets, drains and overflow locations.

(ii) Required information for site piping and appurtenances shall follow the requirements of this section.

(iii) Manufacturer detail drawings for tanks shall be supplied and sealed by a Registered Engineer.

(3) Sewer Plans

(a) The alignments of the main(s) including all horizontal and vertical curves. If the sewer main continues in a straight horizontal and vertical alignment for more than 100 feet, the sewer main shall be surveyed every 100 feet. Sufficient survey measurements shall be taken on horizontal and vertical curves to establish an accurate alignment.

(b) All manholes, cleanouts, backwater valves, individual services, lift stations, and force main valves shall be surveyed. Structures shall have rim and invert elevations included.

(c) Pipe sizes and lengths

(d) Recalculated pipe slopes

(e) All valves at lift stations and line or isolation valves on force mains shall be measured on the nut and the center of the cover or vault lid.

(f) Separation from existing/newly installed water main and culverts

(g) Street centerline station and offset dimension from street centerline to main at manholes

(h) Sewer line stationing at centerline of each service tap at 90 degrees to main; if not installed at 90 degrees to main, station and offset to end of each service tap.

(i) New manholes built on existing lines require showing its station from the nearest existing downstream manhole and its distance to the nearest existing upstream manhole.

(j) Where construction begins with removal of an existing pipe plug or cleanout, 0+00 stationing always begins at the nearest existing downstream manhole. Pipe length measurement and stationing is always from the centerline of the downstream manhole to the centerline of the upstream manhole or cleanout. Do not give partial pipe lengths in plan or profile at match lines. Always indicate the distance between manholes or to cleanouts or pipe ends.

(k) All as-built adjustments to manhole, cleanout and pipe information shall be shown on both plan and profile, and repeated on every sheet that refers to the same information.

(l) A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.

(m) On phased projects, the phase lines must be clearly shown on the key map and on the plan and profile sheets- and their locations clearly identifiable. Actual pipe end locations relative to phasing lines must be shown by dimensioning or stationing.

(4) Paving/Roadway Construction Plans

(a) Top of curb, flow line, and pavement centerline elevations at all grade breaks, Points of Tangency (PT), Points of Curvature (PC), Beginning Curb Return (BCR), and Ending Curb Return (ECR), valley gutters, spandrels at intersections, plus any other location necessary to adequately show drainage

(b) Percentage of slope

(c) ADA ramps including ramp slopes

(d) Edge of pavement on rural road sections

(e) Location of traffic signage, signals, poles and cabinets

(f) Station for all grade breaks

(g) Back of curb offset dimension at all changes in alignment

(h) Survey monuments - as-built installation and provide the City Northing/Easting to the hundredth of 1 foot. For street monuments, provide top of monument as-built elevation in addition.

(i) Distances from monument line to back/face of curb, edge of pavement, and sidewalk; show on plan view or typical detail for street section

(j) Beginning and ending stations and elevations for all traffic calming devices

(k) Stations, offsets, and invert elevations for spillways and box culverts

(l) Flow line elevations and/or pipe inverts, grate elevations for catch basins, underground detention storage tanks, and all other drainage structures

(5) Traffic Signal Plans

(a) Street centerline station and offset dimension to all fixture poles, cabinets, boxes, or other signal related furniture

(b) Horizontal location of conduit along with elevations to top of conduit

(6) Signing and Striping Plans

(a) Street centerline station and offset dimension to all signage, painted arrows, wording, and symbols

(b) Face of curb dimensions to all striping

(7) Storm Drain Plans

(a) Street centerline station and offset dimension to the main at all changes in alignment and/or changes in grade

(b) Street centerline station and offset dimension to all structures and changes in alignment

(c) Top and invert elevations for all structures

(d) Drainage pipe inverts

(e) Finish elevation for catch basins

(f) Invert elevations of box culverts

(g) Headwall data shall include top of wall/wingwall, footing elevations, inverts, and apron boundaries whether concrete or rip-rap

(h) Length of catch basin wings

(i) Drainage ditches, swales, and channels; the flow line and sufficient cross sections (minimum of 50 foot intervals) including grade changes, shall be provided

(8) Landscaping

(a) Revise as needed to reflect the addition, removal, relocation or change of irrigation main lines, plant materials or hardscape

(9) Street Light Plans

(a) Record drawings for street lights are required to have the Arizona Public Service (APS) ID number of each street light noted on the plan

(b) Street centerline stationing and offsets for street lights

(B) Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48 hours in advance in writing for the item of work. The minimum 48 hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the City and the Engineer.

(C) The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If the Contractor backfills or covers an item of work prior to being measured or recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the City.

(D) The Contractor shall maintain on site, available to the City and Engineer at all times, 1 redlined copy of all project plans and documents including drawings, specifications, addenda, approved shop drawings, and change orders which reflect all changes and modifications made during construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall maintain the plans and documents in good order and shall provide the Engineer with a redlined copy of all plans and documents upon completion of the project or upon termination of the contract.

(E) Weekly field meetings with the Contractor, Engineer and City shall occur to review as-built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the City.

(F) Measurement and Payment: No separate measurement and payment shall be made for record drawing preparation and coordination. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

SECTION 106: CONTROL OF MATERIALS

106.1 SOURCE OF MATERIALS AND QUALITY

ADD the following:

The Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specifications 106 and 730-4.

Where equipment, materials, or articles are referred to in the specifications as “or equal”, or “equal to” any particular standard, the Director shall decide the question of equality.

Wherever any standard published specification is referred to, the latest edition or revision, including all contract 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 (ASTM), where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.

All work shall be done and completed in a thorough, workmanlike manner notwithstanding any omission from these specifications or from the plans; and it shall be the duty of the Contractor to call the Director's attention to apparent errors or omissions and request instructions before proceeding with the work. The

Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or plans.

Materials which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

Nothing in the contract shall be construed as vesting in the Contractor any right of property in materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the City upon being so attached or affixed and accepted.

106.2 SAMPLES AND TESTS OF MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

The City will pay for the initial or normal test required by the Engineer as provided by Section 106.9 of these specifications. All Quality Control initial or normal testing will be performed by the Contractor's Quality Control subcontractor, at no cost to the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing. The Engineer will designate the laboratory which will accomplish the additional test(s).

106.4 TRADE NAMES AND SUBSTITUTIONS

ADD the following:

Requests relative to substitutions for materials or equipment specifically designated on the plans or in the specifications shall be accompanied by complete data on which the Director can make determination on the merits of the proposed substitution. The written request shall state how the product proposed for a substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and in addition, the request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price and delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the specifications.

Should substitution be allowed under the foregoing provisions, and should the item subsequently prove to be defective or otherwise unsatisfactory for the service for which it was intended, the Contractor, shall without cost to the City, and without obligation on the part of the Director, replace the item with the material originally specified.

106.5 STORAGE OF MATERIALS

ADD the following:

Protection of materials and equipment stored on the site shall be the responsibility of the Contractor. The City reserves the right to direct the Contractor to provide proper means of protection for materials if such is deemed advisable by the Director; however, the exercise of or failure to exercise this right shall not be deemed to relieve the Contractor of the Contractor's primary responsibility for protecting the material and equipment. The Contractor shall provide suitable warehouses or other adequate means of protection for such if the materials and equipment require storage and protection. The Contractor shall store and care for the materials and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. The cost of replacing any material or equipment damaged in storage shall be borne by the Contractor, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve the Contractor of the Contractor's primary responsibility.

No motor shall be left uncovered or unprotected.

ADD the following subsection to Section 106- Control of Materials:

106.9 QUALITY ACCEPTANCE TESTING

(A) The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer.

(B) The Contractor and the Engineer's representative shall coordinate on a daily basis the following day's work schedule and any testing that may be necessary.

(C) Construction quality acceptance testing performed by the City does not relieve the Contractor or the manufacturer of materials produced for the Contractor, of the obligation to perform and document quality control testing of materials and workmanship.

(D) Measurement and Payment: No separate payment shall be made for Contractor Quality Control. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items. An independent geotechnical firm shall perform all quality control testing. The Contractor shall furnish copies of all test results to the City on a weekly basis.

The expense of the initial quality acceptance sampling and testing shall be paid for by the City. Additional tests, required due to failure of the initial or normal test(s), shall be paid for by the Contractor for both Quality Control and Quality Assurance testing at no expense to the City. The Engineer will designate the laboratory which will accomplish the additional test(s).

SECTION 107: LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

ADD the following subsection to 107.1 Compliance with Laws:

107.1.1 Compliance with Federal and State Laws

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration Laws and regulations that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty Shall constitute a material breach of this contract and shall subject the Contractor to penalties up to and including termination of this contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or subcontractor's employee who works on this contract to ensure that the Contractor or subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of the subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by building or transportation facility or improvement to real property.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.2 Employment Provisions

Subject to existing law, and regulations, illegal or undocumented aliens will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract. The Contractor agrees to comply with the provisions of Sections 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A) and 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented aliens. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work under the provisions of the Immigration and Nationality Act or any other applicable Federal or State laws. Violation of the provisions of this section shall be deemed a material breach of this contract.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.3 Independent Contractor Status

It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.4 Nondiscrimination

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited

by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ADD the following subsection to 107.1 Compliance with Laws:

107.1.5 Americans with Disabilities Act

The Contractor shall comply with all Federal, State and local nondiscrimination statutes in the operation, implementation and delivery of, including State and Federal civil rights and disabilities laws. In particular the Contractor shall ensure that the City 's obligations for program, facility and service accessibility in Title II of the Americans with Disabilities Act are complied with in all activities arising under this contract, and shall hold harmless the City for any and all loss, including but not limited to damages, costs or expenses, incurred or arising from any alleged violations of the Americans with Disabilities Act under the auspices of this contract unless resulting from an intentional or actual negligent act of the City and its employees. Failure to comply with the nondiscrimination or accessibility requirements herein shall be construed as nonperformance and may result in termination of funding, civil action or both.

ADD the following subsection to 107.2 Permits:

107.2.1 Permits, Taxes and Licenses

Except as otherwise provided in the specifications, it is the duty of the Contractor to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. All applicable permits, licenses and taxes are the responsibility of the Contractor.

City permit fees are waived for contractors performing work on City capital improvement projects.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following;

The Contractor shall provide and maintain, in a neat and sanitary condition, 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.

On all projects, with respect to sanitation facilities, for which Federal funds are allocated, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the Arizona State Department of Health. Federal, State and County public health service representatives shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

ADD the following:

The Contractor shall make adequate provision, subject to the approval of the Director, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

At least 1 fire extinguisher, rated at least 2A, shall be provided on the job site.

All construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings,

enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

Machinery, equipment and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work; protection of employees and the public; protection of the work from damage by fire, weather or vandalism; and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall make all reports as are, or may be, required by the Engineer or any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take all the necessary action to comply with all provisions for safety and accident prevention. In the event the Contractor fails to comply with said safety provisions or directions of the Engineer, the Engineer without prejudice to any other rights of the City, may issue an order stopping all or any part of the work.

Thereafter, a start order for resumption of the work may be issued at the discretion of the Engineer when in the Engineer's opinion the defection from safety requirements has been corrected. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

107.6 PUBLIC CONVENIENCE AND SAFETY

ADD the following:

(A) Maintenance of Traffic

(1) Unless otherwise provided, streets and roads subjected to interference by the prosecution of work shall be kept open to all traffic and maintained by the Contractor until the work is complete. When so requested by the Contractor and approved by the Engineer, the Contractor may by-pass traffic over an approved detour route. Regardless of whether it is through or local traffic, the Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. A City approved traffic control plan and right-of-way permit is required prior to the detour.

(2) The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings, intersections with trails, roads, streets, businesses, parking lots, driveways residences, garages and farms. The Contractor shall also be required to remove snow as directed by the Engineer.

(3) Before any detour is opened to traffic, the Engineer shall have been satisfied that traffic is able to proceed in a safe manner.

(4) The Contractor shall bear all expense of maintaining traffic over the road being improved as well as constructing, maintaining and subsequently removing the Contractor requested detours, approaches, crossings, intersections and other features as may be necessary without any direct compensation.

(5) Except as otherwise shown or specified, off-site access roads shall be adequately maintained, graded-earth roads. Such roads shall be built only in the public right-of-way or easements obtained by the City. If the Contractor elects to build along some other alignment, he shall obtain, without additional cost to the City, the necessary right-of-ways or easements.

(6) The Contractor shall remove all unnecessary signage from the project area daily. If unnecessary signage is left, the City will contact the Contractor to remove it immediately. If the Contractor fails to remove the signage in a timely manner, the City will remove the signage at the Contractor's expense.

(7) Sidewalks shall be maintained to allow pedestrian foot traffic without obstruction. If a sidewalk must be closed, the Contractor shall maintain adequate prior warning for pedestrians to safely cross the street with as much advance notice as possible. Where sidewalk is not present, a City approved pedestrian detour shall be provided.

(B) Access to Businesses/Residences

(1) The Contractor shall provide to all residents and businesses affected by the project, access to 1 of their driveways at all times except as modified by the following: If the Contractor finds it unavoidable to temporarily close off access for any time, the residents/businesses affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. The Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and the Contractor prior to said closure.

(2) Direct access shall be provided at all times to fire engine houses, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to same.

(C) Safety

(1) The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.

(2) The Contractor shall submit a safety plan to the Engineer at the preconstruction conference. The plan shall detail the procedures the Contractor will implement to satisfy the Occupational Safety and Health Administration (OSHA) and the Arizona Division of Occupational Safety and Health (ADOSH) Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the Engineer. The Contractor's safety plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.

(3) The safety plan submitted by the Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.

(4) In conjunction with the safety plan, the Contractor shall furnish and install 72 inch temporary chain link fencing, or approved equal satisfactory to the Engineer, around any unattended excavation deeper than 4 feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.

(5) Unless otherwise approved in writing by the Engineer, open utility trenches shall be limited to 50 feet in length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the Engineer. Appropriate warning signs shall be installed when steel plates are left during non-work hours. Any traffic control signing shall be included in the traffic control line item(s) for the project.

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

ADD the following to item (F):

The Contractor will be fully and solely responsible for any and all adverse impacts and damages caused by the Contractor's operations on the property and the settlement of all claims pertaining thereto. The failure of the Contractor to comply with these provisions will result in the retention of some portion of the Contractor funds, payable under the contract, until such claims are resolved.

107.6.2

ADD the following:

In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. Particular consideration shall be given to noise generated by construction, repair and/or service activities during the night hours in residential areas. No construction, repair or service activities shall be conducted between the hours of 6:00 PM and 7:00 AM, without prior approval of the City.

107.7 BARRICADES AND WARNING SIGNS

ADD the following:

Excavations on project sites from which the public is to be excluded shall be marked or guarded in a manner appropriate for the hazard.

The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

ADD the following to the first paragraph:

Any land monuments and property marks displaced by the Contractor shall be replaced at the Contractor's expense in accordance with Section 405 of these specifications and to the City Surveyor's satisfaction, including filing of new record of survey if monuments could not be reestablished to pre-project conditions.

ADD the following:

The Contractor shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to the Contractor's work.

Streets and roads subjected to interference by the prosecution of this work shall be kept open and maintained by the Contractor until the work is completed.

All trees and shrubbery within the right-of-way or easements shall be protected by the Contractor insofar as practicable. In the event shrubbery or trees must be trimmed, or removed, the 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 the Contractor and hauled from the job at the Contractor's expense. All trees, shrubs, hedges, brush, etc. designated on the plans, or by the Director for removal, shall be completely removed and disposed of as indicated on the plans or as specified by the Director.

The Contractor shall contact the owners of any drainage ditches, irrigation lines, and appurtenances, which interfere with the work and shall make arrangements for dry-up or scheduling of water deliveries as necessary. The Contractor shall be liable for any damage due to irrigation facilities damaged by the Contractor's operations and shall repair such damaged facilities to an "equal or better than" original condition.

In excavation, fill, and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow.

Mailboxes and traffic signs removed during construction shall be installed in "like kind" and shall be considered incidental to the unit prices for work included in the bid schedule, provided they are not in the bid schedule.

The Contractor shall restore each individual work site to grades existing before construction work, including wheel ruts and other scarring.

Measurement and Payment: No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule, unless specifically called out in the bid schedule as protection and restoration of property and landscape.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

ADD the following:

(A) The Director shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately comply with the written order of the Director to suspend work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as reviewed and accepted in writing by the Director.

(B) In case of suspension of work for any cause whatsoever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

(C) If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Director, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(D) Upon receipt, the Director will evaluate the Contractor's request. If the Director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Director's determination whether or not an adjustment of the contract is warranted. In the event an adjustment of the contract is warranted a contract amendment shall be executed by both parties evidencing mutual agreement to same.

(E) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time limits prescribed.

(F) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Add the following subsection to 107.13 Personal Liability of Public Officials:

107.13.1 Non-Responsibility of the City

Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the contract.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.15 PUBLIC RELATIONS

107.15.1 Public Notice

Unless otherwise directed, the Contractor shall issue written notification to those residents affected by the project. The notification shall contain, at a minimum: (1) Type of Work (2) Contractor Name, Phone Number and Point of Contact (3) Duration of Project (4) Date Project Commences (5) Description of the Project Site (6) Contractor's After-hours Point of Contact and Phone Number.

The Contractor is required to post public notification signs at all entrances to the project specifying the following information: (1) Project Name and Description (2) Construction Calendar (3) Contractor Name and Phone Number for both Day and Night (4) City Public Works (928) 777-1130.

The sign size and legend shall be appropriate for the intended purpose and be easily read. Sign background shall be blue with white letters. The sign size and legend content shall be approved by the Director prior to sign manufacture. All signs shall be posted prior to commencement of any work on the project. Signs will be removed by the Contractor upon final acceptance of the project. No direct payment shall be made for said signs. The cost of such signs shall be considered incidental to the project, unless otherwise noted.

107.15.2 Community Relations Organization

The Contractor shall be required to furnish a private telephone line to be used solely for receiving incoming calls from local citizens with questions or complaints concerning construction operations or procedures. The Contractor shall be required to publish this telephone number and maintain a 24 hour answering service. The answering service shall be manned by the Contractor's personnel during all hours during the course of construction that there is work being performed on the project. The Contractor shall maintain a log of incoming calls, responses, and action taken, which shall be submitted to the Engineer weekly and upon request.

The Contractor shall retain the services of a community relations organization for the project. The Contractor shall submit for approval, to the Engineer, the resume of the proposed community relations organization. Included in the resume shall be the names and credentials of the staff. The community relations organization shall be proactive and knowledgeable in the means and effectiveness of various notification techniques. The Engineer will rely on the organization's experience and suggestions in the presentation of information to the public. The Engineer will review the resume and possibly interview the organization. The Engineer will notify the Contractor within 10 calendar days of the acceptability of the community relations organization. Upon notification by the Engineer of an acceptable community relations organization, the Contractor shall hire the organization.

The community relations organization's activities shall include, but not necessarily be limited to:

- Printing and distribution of public notices
- Providing media news releases after review by the Engineer
- Planning and attending other public meetings as required by the Engineer
- Planning or otherwise participating in the dedication ceremonies as requested by the Engineer

- Possess the means for the development and fabrication of newsletters, notices, posters and demonstration boards
- Providing telephone "Hot Line" 24 hour service

The Contractor shall have a community relations organization on board prior to the preconstruction conference, a meeting in which the community relations organization will have an important participatory role.

The community relations organization shall develop a community relations program. The program shall include but not necessarily be limited to:

(A) Distributing a preconstruction information letter to all residents, businesses, schools and churches affected by the project or use of staging areas, and within an area determined by the Engineer, which shall contain, as a minimum, the following information:

- Name of contractor
- A 24 hour informational telephone number
- Brief description of project
- Names of project manager and superintendent (Contractor)
- Name of project engineer (Public Works Department)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Time and place for the preconstruction conference. This notification shall be delivered a minimum of 5 working days prior to the meeting date.

(B) Holding a preconstruction community meeting with affected neighbors, businesses, schools, churches, etc., as directed by the Engineer.

(C) Scheduling and conducting progress meetings, as required, with the affected business tenants and property owners, as directed by the Engineer.

(D) Printing and mailing of public notices and/or newsletters, including a list of the names, addresses and receipt of postage or delivery for recipients of these newsletters and/or notifications.

(E) Holding other public meetings, as required by the Engineer.

(F) The community relations organization shall use the means (Items A through E) or others to inform the local citizens of operations which may create changes to the norm such as high noise levels, road closures, limited access, haul routes, changes to material delivery routes, unusual hours of construction, disruption of bus routes or changes to other passenger delivery/pick-up routes.

(G) Newsletters shall be distributed each month. A final draft shall be submitted to the Engineer for review and approval at least 2 days before the planned distribution. Each distribution area shall be approved by the Engineer. Each distribution shall include 1 electronic copy and 12 hard copies for the Engineer.

(H) The community relations organization shall keep daily personnel time logs which shall include the name of the employee, date of work, amount of time worked, description of work performed and project number.

Measurement and Payment: The bid schedule includes an allowance for public relations for the purpose of encumbering funds to cover the cost of public relation services. The amount of the allowance 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 bid for the project.

It shall be understood that this allowance item is an estimate only. The allowance shall not be used without approval of the Engineer, and in no case shall exceed the allowance.

Reimbursement for public relations shall be based on the community relations organization invoice cost, plus an allowable markup to the prime Contractor of 15 percent, for those services approved by the Engineer.

107.15.3 Publicity Releases

The Contractor and the Contractor's subcontractors and suppliers, if any, shall not reveal to others through literature, brochures, or other types of publicity releases any information regarding the work or the Contractor's activities or participation on the project without prior written approval from the Director. Any and all jobsite photographs taken by the Contractor, subcontractor or others must be processed in duplicate form with copies provided to the Director. No project photographs shall be released to others without prior written approval of the Director.

ADD the following subsection to Section 107- Legal Regulations and Responsibility to Public:

107.16 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

The project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) stormwater requirements for construction sites under the Environmental Protection Agency (EPA) delegation to ADEQ for the Construction General Permit for Arizona. The following specifications shall apply:

(A) General Requirements

The Contractor shall comply with AZPDES stormwater requirements for construction sites under the 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 ADEQ, all documents required by this regulation including the following:

(1) The SWPPP shall be sealed by a professional engineer licensed in the State of Arizona.

(2) The 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).

ADEQ's website http://www.azdeq.gov/node/524 provides guidance for NOI submittal and SWPPP templates.

(B) Submittals

(1) Preliminary copies of the NOI and SWPPP shall be submitted to the Engineer at the time of the preconstruction conference. Any necessary revisions to the SWPPP shall be subject to review by the Engineer, before submitting to ADEQ.

(2) The Contractor shall submit completed, signed NOI forms to ADEQ at least 48 hours prior to the initial start of construction on the project. The completed, signed NOI form shall be submitted to ADEQ.

(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. Any delay resulting from the Contractor failing to fulfill these requirements shall not extend the completion date of the contract unless authorized by the City. 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.

(C) Contractor Responsibilities

(1) It is the Contractor's responsibility to perform inspection of all stormwater pollution control devices on the project 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 3 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.

(D) Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to ADEQ with copies to the same agencies who received copies of the NOI, thereby terminating all AZPDES permit coverage for the project.

Measurement and Payment: Payment shall be at the lump sum unit price bid in the contract documents for all material, labor, and other incidental costs relating to the provision, installation, and maintenance of items relating to this permit during project construction. Such incidental costs shall include the Contractor's costs in order to assure proper operation of the pollution-control devices installed including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the project.

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED

ADD the following to item (A):

(1) The Contractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City.

(2) The Notice to Proceed will be delivered to the Contractor by first class mail, electronically and/or delivered in person.

108.2 SUBLETTING OF CONTRACT

REMOVE item (E) in its entirety and REPLACE with the following:

(E) The Contractor shall perform more than 40 percent of the dollar value of the work (by total contract amount) involved in the project with the Contractor's own forces. Total subcontracted amounts shall be limited to less than 60 percent of the dollar value of the work (by the total contract amount). For purposes of this requirement, materials purchased directly from suppliers and installed by the Contractor's own forces shall be included in the Contractor's total and materials installed by subcontractors, regardless of who originally purchased them, will be included in the subcontractor's totals.

ADD the following:

(F) All subcontractors and purchase orders for equipment shall state and establish guaranteed delivery dates, at such times as determined by the Contractor, which will allow the Contractor to complete the project within the contract time.

(G) The Contractor shall furnish the Subcontractors List form with the Contractor's bid including the estimated amount of each subcontract. Additionally, a duplicate copy of each subcontract, including lower tier subcontracts, shall be delivered to the Director upon award of the project and prior to the issuance of the Notice to Proceed.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

ADD the following:

At the preconstruction conference the Contractor shall submit for review by the Engineer a complete construction schedule. The Engineer reserves the right to reject construction schedule submittals when in the Engineer's opinion the schedule lacks the proper detail. It shall be the responsibility of the Contractor to maintain overall coordination of the project. Based on the general contract construction schedule prepared in accordance with these specifications, the Contractor shall obtain from each of the Contractor's subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated by unforeseen difficulties.

(A) The construction schedule shall indicate the time of starting and completing each major phase of the project and such intermediate phases as will serve for well-defined control points. The schedule shall be of sufficient detail to define the critical path for project completion. It shall also indicate the scheduled receipt of major items of equipment and the items of equipment installation dates of which is critical to the scheduled progress of the project. Two week look-ahead schedules will be provided by the Contractor at each weekly construction meeting. The comprehensive project schedule shall be updated and submitted monthly. Such updates shall include and accurately reflect additional work, changes in the work, delays to individual items of work and reasons therefore along with the extent of delay and any other items affecting the progress of the project.

(B) Failure by the Contractor to provide the weekly and monthly updates will result in the City withholding an amount equal to 5 percent of the monthly pay estimate relative to the billing period in which the schedule updates are to be provided. Said 5 percent withholding will be retained by the City until the required schedule updates are submitted by the Contractor, reviewed by the City and found to be current. When the schedule updates are determined to be in conformance with the provisions herein the 5 percent retainer will be released with the next monthly payment.

(C) The construction schedule shall serve as an index of progress prosecution as contemplated by the Contractor. In the event the actual construction progress varies substantially from the scheduled progress, the

Engineer will require and the Contractor shall be required, within 10 calendar days written notice, to provide a revised construction schedule, giving in detail the particular changes in production as estimated by the Contractor to complete the work within the specified contract time. Time is of the essence in this regard.

ADD the following subsection to 108.4 Contractor's Construction Schedule:

108.4.1 Project Meetings

(A) It shall be the responsibility of the Contractor to conduct weekly meetings to be attended by representatives of subcontractors, utilities, the City and other interested parties for the purpose of keeping the project on schedule and to provide for necessary coordination of the work of the various parties. The Contractor shall take minutes at each meeting for distribution to all attendees the following week. The minutes shall be of sufficient detail to accurately recount the meeting discussion, including but not limited to progress, work schedule, submittals and certifications, utilities, construction issues, contract changes, safety and traffic control, action items, and resolved and unresolved issues.

(B) Additionally the Contractor shall furnish the Director with written weekly project status reports at the beginning of each weekly project meeting. The report shall cover the work of the preceding work week and shall include the following for each week:

(1) A comprehensive daily list of the Contractor's men and equipment performing the work on the jobsite.

(2) A comprehensive daily list of the Contractor's subcontractor's men and equipment, if any, performing the work on the jobsite.

(3) A brief description of the work performed by the Contractor and Contractor's subcontractors, if any.

(4) The estimated percentage of each portion of the work performed for the period together with the total percentage of each portion of the work performed to the date of the report.

(5) A detailed summary of each work stoppage, if any, occasioned by the City, other contractors, or other designated reasons, which were beyond the Contractor's control.

(6) Comments or exceptions to prior weekly meeting minutes shall be addressed at each subsequent construction meeting.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD the following:

It is the Contractor's responsibility to establish construction methods and a construction schedule, which will facilitate the completion of work required by this contract within the contract period and with full consideration for the season during which the work is scheduled. Judgment as to hazardous conditions shall be made by the Director.

To receive consideration for an extension of time, a request must be made in writing to the Director stating the reason for said request, and such request must be received by the Director as soon as reasonably practicable when the Contractor has knowledge or should have known of the delay causing event, condition or circumstances, but in no event later than immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Director and approved by the City. In setting the contract time, it has been assumed that up to 5 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 5 working days lost due to bad weather conditions. An extension of time may be granted by the City 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. Extensions of time in and of themselves will not be a basis for a request of additional compensation by the Contractor.

Any delays in the project, or extensions of time which may be granted, shall not entitle the Contractor to any additional compensation or monies whatsoever, including but not limited to compensation for loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments, unless expressly agreed to by the City in a duly executed and approved contract amendment.

108.8 GUARANTEE AND WARRANTY PROVISIONS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The Contractor shall guarantee the work against defective workmanship and materials for a period of 2 years from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted.

During the 2 year guarantee period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within 5 calendar days after written notice by the City, it is agreed that the City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

108.10 FORFEITURE AND DEFAULT ON CONTRACT

ADD the following:

In accordance with Section 109 of these specifications, if the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; replace defective work; to repair or resurface, in a manner that is acceptable to the City and Engineer, public right-of-ways disturbed by the Contractor's work which are a nuisance, hazard, impedes or endangers vehicular traffic and the public; the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless, within 3 calendar days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the City and Engineer, the City will proceed to have the work accomplished by others or by itself and deduct the costs thereof from amounts due to the Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

108.11 TERMINATION OF CONTRACT

ADD the following:

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

SECTION 109: MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

ADD the following:

The Contractor shall maintain any and all documentation to substantiate all costs on the project, including but not limited to those items included in force account computations, computations reflecting the actual cost of work on the project and computations substantiating any claimed increases or additional costs incurred in the project by the Contractor, and shall make those records available to the City (or provide copies thereof to the City) within 24 hours of request by the City. The failure of the Contractor to maintain and produce the foregoing documentation will preclude the Contractor from being entitled to any additional payments for any additional work in question.

109.4 COMPENSATION FOR ALTERATION OF WORK

ADD the following:

New or additional work will be classed as extra work when determined by the Director that such work is not covered by the contract.

The value of such work or change shall be determined and paid for with a contract amendment in one of the following ways according to the contract amendment procedure set down by the Public Works Department, and at the option of the City:

(A) As may be mutually agreed upon by the City and the Contractor.

(B) By unit prices in accordance with the Contractor's bid.

(C) By lump sum based upon the Contractor's estimate and the Director's review and acceptance of the estimate.

(D) By force account in accordance with the requirements of that section.

(E) The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of an accepted contract amendment or other written order of the Director. In no case shall work be undertaken without written notice from the Director to proceed with the work. In absence of such contract amendment or other written order of the Director, the Contractor shall not be entitled to payment for any extra work. All contract amendments must be approved by the Director. Contract amendments over $25,000.00 must be approved by City Council.

(F) In the event that the Contractor and the City cannot agree on the compensation to be paid to the Contractor prior to the issuance of a contract amendment, then and in that event the City has the option of terminating the contract with the Contractor or directing the Contractor to proceed and to receive compensation pursuant to the force account provisions herein. In the event that this contract is terminated by the City pursuant to this subsection, the Contractor shall only be paid for those services performed to date of the City's Notice of Termination, said payment to be based upon the unit prices as set forth in the Contractor's bid. In no event shall the Contractor be entitled to additional compensation for lost profits, mobilization or de-mobilization costs, loss of anticipated profits, extended overhead, unabsorbed home office overhead, or any other payments other than for work actually performed as based upon unit prices. In the event that there are no unit prices pertaining to work in question, then and in that event the Contractor's compensation for early termination pursuant to this subsection shall be based upon force account as here-in-before described.

(G) It is expressly agreed that in the event of a contract amendment, any compensation due the Contractor shall be set forth in the contract amendment, and shall be considered full and complete payment (if any) for any and all work related costs, including but not limited to labor, materials, equipment, supervision, field office overhead, extended home office overhead, unabsorbed home office overhead, taxes, bonds, insurance and profits. Additionally, the Contractor shall not be entitled to any additional compensation based upon a contract amendment (or the accumulation of contract amendments) unless specifically set forth in that contract amendment.

(H) In the event that the Contractor submits a proposed contract amendment, the Director shall have 10 days after receipt of the Contractor's written proposed contract amendment to either accept or agree to the contract amendment under the above provisions or deny such proposed contract amendment. If necessary to assess the proper purpose and function of a Contractor's proposed contract amendment, because of the proposed contract amendment's complexity or scope, the Director may either accept and agree to the contract amendment of deny such proposed contract amendment under the above provisions beyond such 10 day period and for an additional reasonable period commensurate with the nature of the proposed contract amendment. The failure of any party to take any action within the time periods or in the manner specified in the subparagraph shall be deemed a waiver of that party's right to recover for such delay in acting.

109.5 ACTUAL COST WORK

ADD the following:

The basis of payment for construction of the project shall be unit prices for all work actually performed in accordance with the specifications and scope of work, and shall include all labor and materials incorporated in the completed work.

Upon final inspection and acceptance of the work, the City will pay the Contractor the amount earned under the Contract, as provided herein.

ADD the following subsection to 109.5 Actual Cost Work:

109.5.8 Force Account

The compensation for force account work performed by the Contractor shall be approved by the Director in the following manner:

(A) Labor: The Contractor shall provide monthly certified payroll reports for all labor and for foremen in direct charge of the specific operations. The Contractor will be compensated as follows:

(1) The actual cost of wages paid by him but at rates not to exceed those for comparable labor currently employed on the project as determined by the Director.

(2) The actual cost of social security taxes and unemployment compensation insurance. There will be no payment for fringe benefits unless mandated by Federal law on federally funded projects.

(3) An amount equal to 15 percent of the actual cost of wages and other costs listed above to cover the Contractor's profit and overhead.

(4) In case work is performed by a subcontractor, the said 15 percent will be added only once to the actual cost of the work, however, the Contractor may add 5 percent to the subcontractor's price to cover the Contractor's own overhead and supervision.

(B) Tools and Equipment: For any special or heavy equipment, the use of which has been authorized by the Director, except for small tools and manual equipment, the Contractor shall be reimbursed the actual cost of rental, not to exceed the latest Rental Rate Blue Book for Construction Equipment. In the event that any of the equipment to be used is not shown in said schedule, the rental rate for such equipment shall be as agreed upon in writing before the work is started. No percentage shall be added to equipment rental rates. In the event said special or heavy equipment is owned by the Contractor, he shall be compensated only for the actual hours said equipment is required for the work under force account on the job site, at a rate not to exceed the latest Rental Rate Blue Book for Construction Equipment.

(C) Materials: For all materials accepted by the Director and used in the work the Contractor shall be paid the actual cost of such material, including transportation charges, to which cost shall be added a sum equal to 15 percent thereof.

(D) Supervision Overhead and Home Office Overhead: No allowance shall be made for general superintendence. The cost of supervision and all overhead is presumed to be included in the 15 percent added in accordance with the above.

(E) Records: The Contractor's representative and the Director shall compare the records of the work performed as ordered on a force account basis at the end of each day on which such work is performed. Copies of these records shall be made on suitable forms provide for this purpose and signed by both the Director and the Contractor's representative. All claims for work done on a force account basis shall be certified and submitted to the Director by the Contractor, and such statements shall be filed with the Director not later than the fifth day of the month following that in which the work was actually performed.

(F) Bonds and Insurance: The Contractor shall be paid the actual cost for additional bonding and insurance pertaining to force account work when the Contractor can provide evidence of additional payment for premiums on required payment and performance bonds. No duplication of payment for Contractor's costs associated with labor costs above will be allowed.

(G) The Director authorized representative is in charge of force account work and has the authority to direct which labor and equipment will be used, to suspend operations, and to refuse to pay for any labor or equipment, which he feels is not doing productive work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

ADD the following:

For and in consideration of the faithful performance of the work, the City will pay to the Contractor the amount earned less retention as computed from the actual quantities of work performed under the contract and to make such payment in the manner and at the time(s) specified herein.

ADD the following to the third paragraph of item (A):

The Contractor shall obtain approval from the City prior to reducing the percentage of funds retained and prior to requesting the release of one-half the previous retained amount.

ADD the following to item (A) (1):

(a) Once each month, the Inspector and the Contractor's Superintendent shall meet, or as necessary, to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with station to station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.

(b) The Contractor shall submit partial payment requests in a format approved by Public Works together with the City's Pay Request Application and Certification for Payment (form provided by Public Works) or equal, subject to approval by the Director.

(c) The Contractor shall furnish a detailed breakdown showing unit prices and quantities for use in preparing the monthly estimate. No partial payment will be made until this breakdown is presented by the Contractor and has been reviewed and accepted by the Director. Green-lined plan sheets shall be submitted with each monthly pay request illustrating the line item quantities constructed for the period. The green-lined plan sheets and pay estimate spreadsheets must reconcile with one another.

(d) Partial payments for stored materials may be considered by the Director, if it is determined to be in the best interest of the City. The Contractor shall not rely on payment for stored materials being approved in the preparation of the project bid.

REMOVE the first paragraph of item (B) in its entirety and REPLACE with the following:

(B) Final Payment: When the project has been accepted as provided in Section 105 of these specifications, and within 30 calendar days after final inspection of the work completed under the contract, the Contractor shall render to the City a final estimate, which shall show the amount of work performed and accepted under the contract. All prior estimates and partial payments will be subject to correction in the final estimate for payment.

ADD the following to the second paragraph of item (B):

(See the Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties within the contract documents.) Additionally, the Contractor shall furnish lien waivers for all completed labor and materials consumed during the project.

Prior to the final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. The Contractor shall provide to the City any information necessary to determine the total amount(s) due. The quantities appearing in the bidding schedule are approximate only, and are prepared for the comparison of bids. Payment to the Contractor will be made only by actual quantities of work performed and accepted in accordance with the requirements of the contract. Only the items listed in the bidding schedule are pay items. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted.

Final project as-built plans shall verify line item quantities constructed for the project by individual plan sheet. The Contractor shall submit final payment request in a format approved by the City.

109.10 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

REMOVE in its entirety and REPLACE with the following:

The Agency will compensate the Contractor for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed 9 percent of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and 9 percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:

(1) The first payment of 1/3 of the lump sum price for mobilization may be made provided that all submissions required under this section and as otherwise noted in the contract documents are submitted by the Contractor at the preconstruction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

(2) The second payment of 1/3 of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract.

(3) The third payment of 1/3 of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

ADD the following subsection to Section 109- Measurements and Payments:

109.11 CONTRACT ALLOWANCE

(A) 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 the project.

(B) 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 MAG Specification and COP Supplement 109.4.

(C) 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 a bid, acknowledges that the total bid and individual bid items were prepared without anticipation of use of the contract allowance.

SECTION 110: NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

110.2.2 Dispute Resolution

REMOVE the first paragraph of item (A) and REPLACE with the following:

(A) The Contractor shall provide in writing the following information to the Engineer. In providing the information required by this section, the Contractor shall provide specific factual detail as to each item and show the methods of calculating each item.

110.3.1 General

ADD the following:

Level I shall mean the Public Works Project Manager as appointed by the Public Works Director

Level II shall mean the Public Works City Engineer as appointed by the Public Works Director

Level III shall mean the Public Works Director

In the event of litigation, the parties hereby agree to submit to a trial before the court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the contract, pursuant to A.R.S. §

12-341.01 (A) and (B), or pursuant to any other State or Federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this agreement.

110.4 ARBITRATION

REMOVE the last sentence of the first paragraph in its entirety and REPLACE with the following:

The arbitration of claims shall be conducted either in Prescott or Phoenix, Arizona as agreed to by the parties, or if the parties cannot agree, to be determined by the arbitrator, taking into consideration the convenience and costs to the parties and their witnesses.

REMOVE the last paragraph in its entirety and REPLACE with the following:

The decision or award of the arbitrator shall be supported by substantial evidence and, in writing, contain the basis for the decision or award and findings of fact. The decision or award of the arbitrator shall be nonbinding.

Any resolution of a dispute in accordance with MAG Specification and COP Supplement 110 and the contract which causes the contract amount to be exceeded by $25,000.00 or more shall not be final until approved by the City Council.

PART 200 – EARTHWORK

ADD the following section to Part 200- Earthwork:

SECTION 200: DEWATERING AND BYPASS PUMPING

200.1 DEWATERING

(A) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in dewatering prior to completing any dewatering work. This work shall consist of obtaining permits, furnishing equipment, materials, and labor necessary for the control and removal of water, the construction or installation of all facilities necessary to accomplish the work, and the subsequent removal of such facilities except when designated on the project plans or in the special provisions to remain in place.

(B) The Contractor shall keep, where appropriate, the rehabilitated pipe section free from water during rehabilitation. If groundwater is present in any excavation, the static groundwater level shall be drawn down a minimum of 1 foot below the bottom of excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. Disposal of water shall not damage property or create a public nuisance. The Contractor shall have on hand pumping equipment and machinery in good working condition for emergencies and shall have workmen available for its operation. Dewatering systems shall operate continuously until backfill has been completed to 1 foot above the normal static groundwater level.

Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of "quick" conditions. Dewatering systems shall not remove natural soils. The Contractor shall control surface runoff to prevent entry or collection of water in excavations.

Release of groundwater to its static level shall be controlled to prevent disturbance of the natural foundation soils or compacted fill and to prevent flotation or movement of structures or pipelines.

Measurement and Payment: No separate measurement or payment shall be made for dewatering. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

200.2 BYPASS PUMPING

(A) Description

(1) Scope: This section specifies the requirements for temporary bypass pumping of sewers

(2) Requirements

(a) The Contractor shall provide labor, materials, and supervision to temporarily bypass flow around the Contractor's work.

(b) The Contractor shall have the entire bypassing system in place and tested before bypassing any sewage.

(3) At the preconstruction conference, the Contractor shall submit drawings and complete design data showing methods and equipment he proposes to utilize in sewer bypassing for approval by the Engineer. The submittal shall include the following information:

(a) Drawings indicating the location of temporary sewer plugs and bypass discharge lines

(b) Capacities of pumps, prime movers, and standby equipment

(c) Design calculations providing adequacy of the system and selected equipment

(d) Standby power source

(e) Staffing plan

(f) Traffic control plan

(4) Flow Data: It is the responsibility of the Contractor for design, construction, and operation of an adequate and properly functioning bypass. It is also the responsibility of the Contractor to coordinate with the City to gather flow data.

(5) Protection: In areas where flows are bypassed, all bypass flow shall be discharged as approved by the Engineer. No bypassing to the ground surface, receiving waters, storm drains or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

(6) Scheduling: The bypass system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the Engineer. Public advisory services will be required to notify all parties whose service laterals will be out of service and to advise against water usage until the main line is back in service.

(B) Materials

(1) The Contractor shall provide temporary pumps, conduits and other equipment to bypass the sewer flow. The Contractor shall furnish the necessary labor and supervision to set up and operate the pumping and bypass system. Engines shall be equipped with mufflers and/or enclosed to keep the noise level less than 50dB or 10dB above ambient noise levels when measured at the property line closest to the noise source. Pumps and bypass lines shall be of adequate capacity and size to handle the flows.

(2) The Contractor shall maintain on site sufficient equipment and materials to ensure continuous and successful operation of the bypass systems. Standby pumps shall be fueled and operational at all times. The Contractor shall maintain on site a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping and other parts or system hardware to ensure immediate repair or modification to any part of the system as necessary.

(3) All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater. All hoses/pipes used for bypass pumping shall be ramped to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent cross contamination of water and wastewater lines. Hose/pipes used for wastewater conveyance shall not be used for water conveyance.

(C) General

(1) During bypass pumping, sewage shall not be leaked, dumped or spilled outside the sewer system. When bypass pumping operations are complete, all piping shall be drained into the sanitary sewer prior to disassembly. In the event that sewage accidentally drains into the storm drainage system or the street, the Contractor shall immediately stop the overflow, notify the City and take the necessary action to clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall submit an emergency spillage and cleanup action plan for all sewage spills to the Engineer for approval prior to beginning construction. It shall include but not be limited to a remediation plan that indicates what labor, equipment and resources will be used to restore the site to the condition prior to the spillage.

(2) The Contractor shall repair without cost to the City any damage that may result from this negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures, regulatory infractions and penalties resulting from sewer spillage.

(D) Flow Control

(1) Complete stoppage or bypassing of flow is required during sewer line and manhole rehabilitation work.

(2) When the depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for television inspection, the flow shall be reduced to the level shown below by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.

(3) Plugging or Blocking: A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal. Precautions shall be taken to prevent flooding damage. See flow precautions below.

(4) Pumping and Bypassing: When pumping and bypassing is required the Contractor shall supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation and shall be constructed of such material that will prevent leakage during the pumping operation. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing systems. All pump drivers shall have noise suppressor exhaust systems to reduce noise levels to less than 50dB, or 10dB above ambient noise levels, when measured at the closest property line.

(5) Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations

do not cause flooding or damage to public or private property being served by the sewer involved. All piping(s), joints and accessories shall be designed to withstand at least twice the maximum system pressure or a minimum of 50 psi whichever is greater. During by-pass pumping sewage shall not be leaked, dumped or spilled onto any area outside the sewer system. When bypass pumping operations are complete all piping shall be drained into the sanitary sewer prior to disassembly. In the event sewage accidentally drains into the drainage system or street, the Contractor shall immediately stop the overflow, notify the Engineer and take the necessary action to clean up and disinfect the spillage to the satisfaction of the Engineer. If sewage is spilled onto public or private property, the Contractor shall wash down, clean up and disinfect the spillage to the satisfaction of the City. The Contractor shall report any and all overflows to the City.

(E) Measurement and Payment: Payment for bypass pumping shall be made at the lump sum bid by the Contractor.

SECTION 201: CLEARING AND GRUBBING

201.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

This work shall consist of removing objectionable material from the right-of-way, easements, all areas to be graded, and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.3 CONSTRUCTION METHODS

REMOVE the second paragraph in its entirety and REPLACE with the following:

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 24 inches below finish grade.

REMOVE Table 201-1 in its entirety and REPLACE with the following:

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	**Height of Clearing and Grubbing**
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 24 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	All stumps shall be cut flush with the ground.

REMOVE the last paragraph in its entirety and REPLACE with the following:

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be completely removed from the project and properly disposed of.

SECTION 205: ROADWAY EXCAVATION

ADD the following subsection to 205.1 Description:

205.1.1 General

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for roadway excavation as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in roadway excavation quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

205.2 UNSUITABLE MATERIAL

REMOVE the third paragraph in its entirety and REPLACE with the following:

If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:

(1) Any unsuitable material which is located in a cut section at an elevation above finished subgrade shall not be utilized in construction but shall be removed and disposed of at a site secured by the Contractor. The cost of excavation, hauling and disposal are incidental to roadway excavation. No additional compensation will be allowed for any unsuitable materials found in a cut section at an elevation above finished subgrade.

(2) Material which is located below the finished subgrade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with aggregate base course (ABC) in accordance with Section 310 of these specifications. The costs of the removal, hauling, disposal, backfill material, placement and any related process, shall be included in the payment for this bid item.

205.6 SURPLUS MATERIAL

REMOVE the first paragraph in its entirety and REPLACE with the following:

Unless otherwise shown on the plans, addressed in the special provisions, or approved by the Engineer, no surplus excavated material shall be disposed of within the right-of-way. The Contractor shall make all arrangements for disposal of the material at off-site locations as may be approved by the Engineer. The Contractor shall provide to the Engineer copies of the written consent of the owner of the property upon which he intends to dispose of such material, and any permits that may be required by a governing agency for said disposal.

205.7 MEASUREMENT

REMOVE the first two paragraphs in their entirety and REPLACE with the following:

The following earthwork operations will be measured as roadway excavation for the quantities of material involved.

Excavating the roadway prism including public and private roadway approaches; excavating slides and slip-outs not resulting from overshooting; excavating excess material; excavating selected material and topsoil from within the limits of the project and removing such materials from stockpiles when stockpiling is ordered; and excavating ditches.

ADD the following:

Measurement for unsuitable material shall be to the nearest cubic yard as calculated in the field.

205.8 PAYMENT

ADD the following:

Payment for unsuitable material shall be at the contract unit price and shall include any and all processes associated with the removal and backfill of the unsuitable materials, all excavation, hauling and disposal at a site secured by the Contractor, and backfilling with aggregate base course (ABC).

SECTION 206: STRUCTURE EXCAVATION AND BACKFILL

206.4.2 Structure Backfill for Earth Retaining Structures

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Shall conform to the material and the graduation requirements for Select Material, Type B in Table 702-1, unless otherwise approved by the Engineer.

206.4.4 Structure Backfill for Structures within Paved Areas

REMOVE in its entirety and REPLACE with the following:

Where a structure is located within an existing street, proposed street, or paved area:

All backfill material with the exception of controlled low strength material (CLSM) shall be compacted to 95 percent maximum dry density per ASTM D698. Controlled low strength material shall be 1 sack material as specified in MAG Specifications 604 and 728.

SECTION 211: FILL CONSTRUCTION

211.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Fill construction shall consist of constructing embankments except as may otherwise be specified, including the preparation of the areas upon which they are to be placed; including the construction of dikes.

The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Fill Construction as contained in these specifications may be initiated by the Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5 percent of the bidding schedule quantity. The Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5 percent of the bidding schedule quantity.

Variations caused by shrink/swell of materials shall not be considered for quantity adjustments.

Adjustments in Fill Construction quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5 percent variation requirement above.

211.2 PLACING

REMOVE the first paragraph in its entirety and REPLACE with the following:

Rocks or other solid material which are larger than 4 inches in greatest dimension shall not be placed in fill areas. Broken concrete or asphalt shall not be placed in the fill.

211.3 COMPACTING

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

The interstices around the rock in each layer shall be filled with earth or other fine material and compacted. Broken Portland cement concrete and bituminous pavement shall not be permitted in the fill.

211.4 TESTS

ADD the following:

Quality Control testing frequency shall be 1 per soil type for proctor density testing and 1 per 500 feet per 8 inch lift for compaction testing.

211.5 MEASUREMENT

REMOVE the first paragraph in its entirety and REPLACE with the following:

The quantities of fill construction used to construct embankments or dikes will be those of the complete bid item within the limits of dimensions shown on the plans.

PART 300 – STREETS AND RELATED WORK

ADD the following section to Part 300- Streets and Related Work:

SECTION 300: SAW CUT

300.1 DESCRIPTION

(A) The work under this item shall consist of saw cutting the existing pavement where new asphalt concrete is to match existing bituminous surfaces with no provisions for overlaying the entire section. This item shall also include saw cutting of existing Portland cement concrete pavement, sidewalks, driveways and parking lots where new construction shall match the grade of existing surfaces that are to remain where called for on the project plans or where designated by the Engineer.

(B) Saw cuts shall be made to a full depth of the material to ensure a neat vertical joint. Portland cement concrete designated to remain that is damaged by the saw cutting shall be replaced in kind at the Contractor's expense.

(C) No separate measurement or payment will be made for saw cutting, being considered incidental to the cost for work for which saw cutting is required.

SECTION 301: SUBGRADE PREPARATION

301.1 DESCRIPTION

ADD the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for preparation of natural or excavated areas prior to the placement of any sub-base material, pavement, curbs and gutters, driveways, sidewalks or other structures. Unless provided for in another bid item, this work shall include the removal and disposal of all unsuitable material including existing pavement and other obstructions in accordance with Section 301 of these specifications. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with the MAG Specifications and the COP Supplement.

301.2.1

REMOVE in its entirety and REPLACE with the following:

The Contractor shall not use asphalt concrete or other bituminous roadway surfacing materials as embankment fill.

Project earthwork quantities, when included as separate contract pay items, will include removed asphalt/bituminous material volumes, unless there is a pay item for asphalt removal or asphalt milling in the bid schedule or otherwise specified in the special provisions.

All unsuitable material and all excess material shall be disposed of in accordance with the requirements of Sections 205.2 and 205.6 of these specifications, respectively. When additional material is required for fill, it shall conform to MAG Specification 210.

301.3 RELATIVE COMPACTION

REMOVE item (B) in its entirety and REPLACE with the following:

The subgrade shall be scarified and loosened to a depth of 8 inches.

(B) Below detached sidewalk not subject to vehicular traffic 95 percent

Subgrade Quality Control testing shall be 1 per 500 linear feet per lane for compaction testing.

301.7 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for subgrade preparation will be by the square yard, measured by the total accepted area of new pavements, including paved shoulders, tapers, turnouts and driveways that are paved or surfaced with an aggregate base material. The areas under concrete curb and gutter, sidewalk and concrete driveway entrances will not be included. Unless provided for in other separate bid items or unless otherwise specified; Clearing and Grubbing, Roadway Excavation, Rock Excavation, Borrow Excavation, and Fill Construction shall not be measured, in which case payment for these earthwork items, if required, shall be included in the unit price for subgrade preparation.

SECTION 306: MECHANICALLY STABILIZED SUBGRADE – GEOGRID REINFORCEMENT

306.2 MATERIALS

ADD the following

Reinforcement Geogrid shall be Tensar BX1200 or approved equal.

306.8 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of geogrid reinforcement shall be the surface area of accepted geogrid to the nearest square yard. No additional measurement or payment shall be made for geogrid overlap as required by the manufacturer.

Payment for geogrid reinforcement shall be per square yard installed complete and in place.

SECTION 310: PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

The work under this item shall consist of furnishing all materials, equipment, and labor necessary for the placement of an approved, imported aggregate base course material on top of a prepared subgrade per the required design thickness, grade, cross-section and compaction as specified on the project plan documents and in accordance with Sections 310 and 701 of these specifications, and MAG Specification 702. Aggregate base course shall not be placed on a prepared subgrade until the Engineer or the Engineer's authorized representative has inspected and accepted the underlying subgrade. The Contractor shall be required to provide and pay for all Quality Control geotechnical testing in accordance with MAG Specifications and COP Supplement. Use of Reclaimed Concrete Material (RCM) is not allowed per COP Supplement 701.4.

ADD the following subsection to 310.1 Description:

310.1.1 Reclaimed Asphalt Pavement (RAP)

Use of reclaimed asphalt pavement (RAP) aggregates or "millings" produced on-site, imported or stockpiled for the intended use in the underlying base or subgrade material must be approved by the Engineer or the Engineer's authorized representative; and shall be screened and meet MAG Sections 310, 701 and 702, and here within. RAP millings must be uniformly mixed with an imported virgin aggregate base course material.

310.2 PLACEMENT AND CONSTRUCTION

ADD the following:

Aggregate base course shall not be placed on excessively wet or frozen subgrade materials as determined by the Engineer.

ADD the following subsection to 310.2 Placement and Construction:

310.2.1 Quality Control Testing

Aggregate base course Quality Control testing frequency shall be as follows:

(A) Resistance to Degradation and Abrasion: 1 at the start of production and again if source changes.

(B) Fractured Faces, One Face, PI, and Gradation: 1 per shift.

310.3 COMPACTION

REMOVE the fifth paragraph in its entirety and REPLACE with the following:

For roadway construction, a minimum of 1 field density test shall be performed per 6 inch lift per 500 feet per lane. For other aggregate base course applications, a minimum of 1 field density test shall be performed for each 800 square yards.

REMOVE items (A), (B) and (C) in their entirety and REPLACE with the following:

Aggregate base course shall be compacted to 98 percent in all instances.

310.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Measurement for aggregate base course material will be per cubic yard furnished and placed. Copies of material delivery tickets will be required for quantity verification purposes. Payment shall be made at the unit price bid and shall be considered full compensation for this work item.

SECTION 317: ASPHALT MILLING

317.2 CONSTRUCTION REQUIREMENTS

REMOVE in its entirety and REPLACE with the following:

When milling is specified, the existing asphaltic concrete shall be removed in accordance with the details shown on the project plans with equipment specifically designed to remove such material by means of grinding or chipping to a controlled line and grade. The equipment used shall be capable of removing the existing asphaltic concrete within 0.01 feet of the specified removal depth. The removal shall be accomplished in a manner which does not destroy the integrity of any asphaltic concrete pavement that remains and which does not result in a contamination of the milled asphaltic concrete with the underlying base material.

Pavement to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. The removal of asphalt concrete pavement at the approaches to structures shall be accomplished in a manner approved by the City.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter

Upon removal, all milled materials shall become the property of the Contractor. The City will not accept millings. The Contractor shall properly dispose of the millings away from the site. No additional compensation will be made for the disposal of millings.

Prior to milling and roadway excavation, all existing manholes, valve boxes, etc. shall be lowered and protected. All City facilities shall be protected from debris that may result from any adjustments and the Contractor shall be responsible for any maintenance activity resulting from debris related to the construction. No separate payment shall be made for lowering and protecting existing manholes, valve boxes, etc.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of open "trench" is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease or shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

ADD the following subsection to 317.2 Construction Requirements:

317.2.1 Quality Control

All milling shall be inspected and approved prior to paving. High spots in excess of the tolerances noted shall be milled until in conformance.

Low spots in excess of ½ inch shall have a leveling course placed prior to paving at no additional cost to the City.

ADD the following subsection to 317.2 Construction Requirements:

317.2.2 Paving

For mill and overlay areas, replacement asphaltic concrete shall be placed as soon as possible after milling has occurred and been approved. The surface on which the material is to be placed shall be uniform and free of loose material. Any exposed base material shall be compacted to the extent required by the Engineer.

The "trench" in which asphaltic concrete is being placed shall be filled before the end of each day's work and the lane shall be opened to traffic. The length of open "trench" at any one time shall not exceed 2 miles or ½ the length of the work, whichever is the lesser.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Contractor shall provide for the surface drainage of areas where the pavement surface has temporarily been removed.

ADD the following subsection to 317.2 Construction Requirements:

317.2.3 Macrotexture Milling

Macrotexture asphalt milling when included as a separate contract pay item shall be performed in accordance with the following:

Existing asphaltic concrete shall be removed by milling in accordance with the details shown on the project plans and as specified herein. The milling equipment shall be specifically designed to remove material to a controlled line and grade by means of grinding or chipping. The equipment used shall be capable of removing the existing asphaltic concrete uniformly throughout the milled area at the required cross-slope and within 1/8 inch of the specified removal depth. The specified removal depth of the existing bituminous pavement shall be as noted on the plans. The removal shall be accomplished in a manner which does not destroy the integrity of any pavement that remains. During production milling, the Contractor shall verify the actual depth of milling required to remove the desired underlying pavement surface. If it is determined by the Engineer that the required milling depth is greater than the specified milling depth, the additional material shall be completely removed to the desired underlying pavement surface, as approved, in accordance with COP Supplement 109.4. The milled material shall be removed and disposed of as specified by the City.

The milled surface shall have a maximum mean macrotexture depth of 4.50 millimeters, as determined in accordance with Arizona Test Method 742- Mean Macrotexture Depth of Milled Pavement.

At the start of the milling operation, the Contractor shall mill a 500 foot test section. The milled surface of the test section shall be evaluated by the Engineer for compliance with the maximum mean macrotexture depth requirement. If the milled surface is in compliance with the macrotexture requirement, the Contractor may begin production milling. If the milled surface is not in compliance with the macrotexture requirement, the Contractor shall make adjustments to the milling operation and then mill another test section.

During production milling, the mean macrotexture depth shall be determined at a minimum frequency of 1 test per ½ mile per lane. If, at any time, during the milling operation the Engineer determines that the macrotexture requirement is not being achieved, the Contractor shall stop milling. Milling shall not resume until the Engineer is satisfied that the macrotexture requirement can be met or until successful completion of another test section. The forward speed of the milling machine during production milling shall not exceed the speed used for the test section. The forward speed of the milling machine shall be checked throughout each production day, or at the discretion of the Engineer.

The profile of the milled surface, in both the longitudinal and transverse directions, shall not vary by more than 1/8 inch over a distance of 10 feet.

Under no circumstance shall the removal of existing asphaltic concrete begin until the mix design for replacement asphaltic concrete has been approved by the Engineer.

The extent of removal of existing asphaltic concrete must be in keeping with the Contractor's ability to produce, haul, place and compact replacement asphaltic concrete so that at all times the length of milled surface is at a minimum. If the Contractor's production of replacement asphaltic concrete is stopped for any reason, the removal of asphaltic concrete shall either cease of shall be reduced. The Engineer will be the sole judge as to whether the removal shall cease or be reduced. The Engineer's decision will be based on the reason for the stoppage in asphaltic concrete production, the expected length of the stoppage, the type and depth of the material being removed, and the time of day.

Asphaltic concrete shall be placed as soon as possible after the milling. The surface on which the material is to be placed shall be uniform and free of loose material.

The length of milled surface at any one time shall not exceed 2 miles, or ½ the length of the work, whichever is less. Asphaltic concrete shall be placed on the milled surface before the end of each day's work. The lane shall be opened to traffic at the end of each day's work.

In the event of circumstances beyond the control of the Contractor, such as equipment breakdown, or if the production of the replacement asphaltic concrete has been stopped by the Engineer and the Contractor is unable to comply with the requirements in the preceding paragraph, the Contractor shall provide and maintain

such traffic control devices that the Engineer deems necessary under the circumstances in order to provide safe and efficient passage through the work zone.

If the Engineer deems it to be warranted, the Engineer will require that the Contractor provide for the surface drainage of areas where the pavement surface has temporarily been removed.

Pavement, to be removed by milling, adjacent to manholes, valve boxes, small radius curbs and other fixed objects that produce confined areas shall be removed with milling equipment specifically designed to operate in restricted areas and capable of removing asphaltic concrete of the specified thickness without damage or displacement of the adjacent object. Such areas may be excluded from macrotexture testing at the discretion of the Engineer.

On projects with existing curb and gutter, any asphaltic concrete buildup in the gutter designated to be removed, shall be removed prior to the pavement removal operation by equipment and methods approved by the Engineer. The equipment and methods used shall be capable of removing the asphaltic concrete buildup without causing damage to the curb and gutter.

317.3 MEASUREMENT AND PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for milling shall be based on plan quantities at the unit bid price in the bid schedule to include milling and proper disposal of the millings away from the site.

SECTION 321: PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.2 MATERIALS AND MANUFACTURE

REMOVE in its entirety and REPLACE with the following:

The materials shall conform to Section 710 of these specifications for the type specified. Warm Mix Asphalt (WMA) technologies shall not be used. The specific required mix type shall be called out in the contract documents or as directed by the Engineer.

321.3 WEATHER AND MOISTURE CONDITIONS

REMOVE in its entirety and REPLACE with the following:

Asphalt concrete shall be placed only when the surface on which the material is to be placed is dry, unfrozen, the atmospheric temperature in the shade is at 40 degrees F and rising, and the temperature of the road surface or subsurface is at 50 degrees F and rising as measured in the shade. No asphalt concrete shall be placed when the weather is foggy or rainy, when precipitation is eminent, or when the base or sub base on which the material is to be placed is unstable. Asphalt concrete shall be placed only when the Engineer or the Engineer's authorized representative determines that weather conditions are suitable and sub base conditions on which the material is to be placed are acceptable.

321.4 APPLICATION OF TACK COAT

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

A tack coat shall be applied to all existing and to each new course of asphalt concrete prior to the placing of a succeeding lift of asphalt concrete.

The application of the tack coat shall comply with Section 329 of these specifications. The grade of emulsified asphalt shall be SS-1h as specified in MAG Specification 713.

321.6 MIX PRODUCTION

ADD the following:

(A) Stockpiling

(1) Sufficient virgin mineral aggregate material shall be stockpiled at the site of the hot plant to produce the quantity of asphalt concrete required for a minimum of two successive 8 hour shifts; however, this requirement will be modified during the last 2 days production, or under special conditions with the Engineer's approval.

(2) Mineral aggregate shall be stockpiled so that segregation is minimized. An approved divider of sufficient size to prevent intermingling of stockpiles shall be provided.

(B) Proportioning

(1) No fine material which has been collected in the dust collection system shall be returned to the mixture unless the Engineer, on the basis of tests, determines that all or a portion of the collected fines can be utilized. If the Engineer so determines, he will authorize in writing the utilization of a specific proportion of the fines; however, authorization will not be granted unless the collected fines are accurately and uniformly metered into the mixture.

(2) Mineral aggregate and bituminous material shall be proportioned by volume, by weight, or by a combination of volume and weight.

(3) When mineral aggregate and bituminous material are proportioned by weight, all boxes, hopper buckets or similar receptacles used for weighing materials, together with scales of any kind used in batching materials, shall be insulated against the vibration or movement of the rest of the plant due to the operation of any equipment so that the error in weighting with the entire plant operating shall not exceed 2 percent for any setting nor 1½ percent for any batch. Bituminous material shall be weighed in a heated, insulated bucket suspended from a springless dial scale system.

(4) When mineral aggregate and bituminous material are proportioned by volume, the correct portion of each mineral aggregate size introduced into the mixture shall be drawn from the storage bins by an approved type of continuous feeder which will supply bituminous material and so arranged that the proportion of each mineral aggregate size can be separately adjusted. The continuous feeder for the mineral aggregate shall be mechanically or electrically actuated.

(C) Drying and Heating

(1) A recording pyrometer or other approved recording thermometric instrument sensitive to a rate of temperature change of not less than 10 degrees F per minute shall be so placed at the discharge chute of the drier in order to record mineral aggregate and to facilitate reading the recorded temperature. A copy of the recording shall be given to the Engineer. The moisture content of the asphalt concrete immediately behind the paver shall not exceed 1 percent.

(D) Mixing

(1) The production of the plant shall be governed by the rate required to obtain a thorough and uniform mixture of the materials. Mixing shall continue until the uniformity of coating, when tested

in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) T 195, is at least 95 percent.

(2) A positive signal system shall be provided to indicate the low level of mineral aggregate in the bins. The plant will not be permitted to operate unless this signal system is in good working condition. Each bin shall have an overflow chute or a divider to prevent material from spilling into adjacent bins.

(3) The temperature of asphalt concrete upon discharge from the mixer shall not exceed 325 degrees F. If the asphalt concrete is discharged from the mixer into a hopper, the hopper shall be constructed so that segregation of asphalt concrete will be minimized.

321.8 PLACEMENT

ADD the following:

(A) The Contractor shall stringline finish ABC grade in the presence of the Engineer or the Engineer's authorized representative to verify compliance to specified tolerances prior to the placement of asphalt concrete. Placement of asphalt concrete shall not begin until adjacent Portland cement concrete items have obtained 75 percent of design strength.

(B) The handling of asphalt concrete shall at all times be such as to minimize segregation. Any asphalt concrete which displays segregation shall be removed and replaced.

(C) All wheels and tires of compactors and other equipment shall be wiped when necessary with an approved product in order to prevent the picking up of the asphalt concrete.

(D) Before asphalt concrete is placed, the surface to be paved shall be cleaned of objectionable material.

(E) The base or subgrade upon which the asphalt concrete is to be placed shall be prepared in accordance with the applicable requirements for the material involved and maintained in a smooth and firm condition until placement.

(F) At any time, the Engineer or the Engineer's authorized representative may require that the work cease or that the work day be reduced in the event of weather conditions either existing or expected which would have an adverse effect upon the asphalt concrete.

(G) The temperature of asphalt concrete just prior to compaction shall be at least 250 degrees F but shall not exceed 300 degrees F, unless permitted by the Engineer.

(H) The asphalt concrete shall be placed as a surfacing course. Surfacing courses are defined as courses placed to serve either as a traffic surface or as a surface upon which a finishing course or seal coat is to be placed. The thickness of surfacing courses will be shown on the project plans.

(I) In order to achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant.

(J) Tapered sections exceeding 8 feet in width or widened sections not exceeding 4 feet in width may be placed and finished by other means approved by the Engineer.

321.8.5 Smoothness

REMOVE the second sentence in its entirety and REPLACE with the following:

Surfacing course surfaces shall not vary more than 1/8 inch from the lower edge of a 10 foot long straightedge when the straightedge is placed parallel to the center of the roadway.

321.9 QUALITY CONTROL

ADD the following:

Contractor Quality Control

(A) General Requirements

(1) It shall be the responsibility of the Contractor to administer a Quality Control Plan (hereinafter, within this section, referred to as "Plan") sufficient to assure a product meeting the requirements of these specifications. The Plan may be operated wholly or in part by a subcontractor or an independent organization; however, the Plan's administration, including compliance with the Plan and its modification, shall remain the responsibility of the Contractor.

(2) The Contractor is required to provide and maintain a Quality Control Plan, along with all the personnel, equipment, supplies and facilities necessary to obtain samples, perform tests, and otherwise assure the quality of the project.

(3) The Contractor shall submit the Plan to the Engineer or the Engineer's authorized representative at the preconstruction conference.

(4) The Contractor shall perform process control sampling, testing and inspection during all phases of the work and shall perform the process control sampling, testing, and inspection at a rate sufficient to assure that the work conforms to the contract requirements. The Contractor shall provide the Engineer a certification stating that all of the testing equipment to be used is properly calibrated and will meet the specifications applicable for the specified test procedures.

(B) Elements of the Plan

(1) The Plan shall address all elements which affect the quality of the asphalt concrete including, but not limited to the following: Mix Design, Aggregate Production, Quality of Components, Stockpile Management, Proportioning, Mixing (including addition of Mineral Admixture, if required), Placing and Finishing, Joints, and Compaction.

321.12 MEASUREMENT

ADD the following:

(A) Measurement under this item shall be to the nearest square yard.

(B) No separate measurement shall be given for the thickened edge, COP GES Detail 201Q and as detailed on project drawings. This work shall be considered incidental and included in the unit price bid in the contract documents. Payment shall be made at the unit price bid in the contract documents for the items complete in place, adjusted for compaction and thickness deficiencies as herein provided.

SECTION 329: TACK COAT

329.3 APPLICATION

REMOVE in its entirety and REPLACE with the following:

(A) The application rate shall be between 0.04 to 0.06 gallons per square yard of diluted material, 50 percent water and 50 percent emulsion, using SS-1h.

(B) The tack coat shall be applied only as far in advance of placing the asphalt concrete as ordered by the Engineer; however, in no event shall the tack coat be applied and not covered by the asphalt concrete in the same day.

329.6 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement shall be per ton diluted as placed, based on weight tickets.

SECTION 336: PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

Asphalt concrete roadway pavement replacement shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

All other surface replacement in the right-of-way but not in paved roadways shall be constructed in accordance with COP GES Detail 200Q-1 and as indicated on the plans.

336.2.1 Pavement Widening or Extensions

REMOVE the second paragraph in its entirety and REPLACE with the following:

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

336.2.3 Temporary Pavement Replacement

REMOVE the first and second paragraphs in their entirety and REPLACE with the following:

Temporary pavement replacement with UPM in accordance with COP GES Detail 200Q-1 shall be required in right-of-way until permanent hot mix trench pavement replacement can be performed. The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 of these specifications immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is

obtained and final pavement replacement is completed. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Agency.

Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

336.2.4.1 Permanent Asphalt Pavement Replacement

ADD the following:

(H) Asphalt concrete trench pavement replacement shall be a minimum 4 inch thickness compacted to 95 percent of laboratory density in accordance with COP GES Details 200P-2, 200Q-1 and MAG Specification 601.6.

(I) Permanent hot mix asphalt concrete pavement replacement shall be required for all trench cuts. Installation of UPM or other high performance cold mix shall not be permitted for permanent installation. The Contractor shall be required to maintain pavement trench cuts to the satisfaction of the Engineer.

(J) The Contractor shall coordinate with the Engineer a minimum of 2 working days in advance of trench paving.

REMOVE the last paragraph in its entirety.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT

REMOVE the first five paragraphs in their entirety and REPLACE with the following:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction shall be in accordance with COP GES Detail 200Q-1. If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

T-Top trench repair will be utilized on all streets per COP GES Detail 200Q-1.

COP GES Detail 200Q-1 trench repair shall be utilized to repair surfaces other than asphalt concrete or Portland cement concrete pavement. It may also be used when the condition of the existing pavement does not justify construction of T-Top trench repair. Prior written approval of the Engineer is required for this condition.

336.4 MEASUREMENT

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1, plus 24-inches for the T-Top.

(B) In computing pay quantities for replacement using COP GES Detail 200Q-1, pay widths shall not exceed the maximum widths as depicted on Table 601-1.

336.5 PAYMENT

ADD the following:

Pavement matching and surfacing replacement shall include all saw cutting, removal and disposal of existing pavement, plus all labor and material for complete installation of permanent pavement replacement. No extra payment will be made for temporary pavement required for maintenance of utility trench cuts or for trench widths in excess of Section 336.4 of these specifications.

SECTION 340: CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS

REMOVE the first sentence in its entirety and REPLACE with the following:

Concrete shall be Class AA unless otherwise noted.

340.2.1 Detectable Warnings

ADD the following:

Detectable warnings shall be Masco Detectable Warning Panels, or approved equal, and in the color Salem Red.

340.3.1 Subgrade Preparation

REMOVE the second paragraph in its entirety and REPLACE with the following:

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301 of these specifications. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced as directed by the Engineer. Unsuitable material shall be measured and paid in accordance with Section 205.2 of these specifications. The subgrade shall be compacted to not less than 95 percent of the maximum dry density.

All concrete items in this section shall be constructed on a minimum of 4-inches of aggregate base course unless noted otherwise, whether shown on the standard details or not. Aggregate base course shall be compacted to not less than 98 percent of maximum dry density.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1 Concrete Curb, Gutter, and Curb Terminations

The pavement section (base and sub-base) shall extend to the back of curb.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.1a Single Curb

All single curb shall be constructed to MAG Detail 222.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.2 Concrete Sidewalk, Sidewalk Landing, and Ramp

Concrete sidewalk, sidewalk landings, and ramps shall be in accordance with COP GES Details or as otherwise modified on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.3 Concrete Driveway Entrances and 6 Inch Concrete Slabs

Portland cement concrete pavement shall contain 6 percent ±1 percent entrained air. Slump shall be a maximum of 3½ inches.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

Driveways shall include the curb returns to the existing grades as shown on MAG Detail 251 and modified by the driveway details in the plans. All concrete used in the driveways and adjacent sidewalk crossings shall be 6 inches thick.

Match up construction shall include 10 feet of replacement driveway surfacing from the new top of sidewalk to the existing driveway elevations behind the sidewalk unless otherwise shown on the plans.

ADD the following subsection to 340.3.3 Concrete Placement:

340.3.3.4 Concrete Valley Gutter

All concrete valley gutter shall be constructed on a minimum 8 inch thick aggregate base course, whether shown on the standard details or not.

340.3.10 Deficiencies

REMOVE in its entirety and REPLACE with the following:

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the City. Replacement or reconstruction shall be from joint to joint.

Concrete work that does not comply with tolerance requirements of MAG Specification 340.3.9 shall be removed and replaced. Remove and replace gutters that exceed the ponding tolerance. Grinding shall only be allowed if approved by the Engineer.

No placement of asphalt shall occur unless the Contractor receives acceptance from the Engineer for all concrete work, such as, but not limited to: curb and gutter, gutter, raised median, concrete sidewalks and ramps, and valley gutter.

It shall be the Contractor's responsibility to submit for approval in advance of any paving operations such that concrete work can be inspected, and deficient work can be removed and replaced by the Contractor. The Contractor shall make necessary removals, replacements and corrections at no additional cost to the City. The Contractor shall not receive any time extension for removal, replacements and corrections of deficient work unless approved by the Engineer. The Contractor shall not receive any time extension for failure to notify the City in a timely manner for inspection before paving operations.

Approval shall be a written document from the Engineer. Verbal approval shall not be accepted.

340.5.2 Concrete Flat Work

REMOVE in its entirety and REPLACE with the following:

Sidewalks, driveways, alley intersections, valley gutters, curb ramps and aprons, to include spandrels, will be measured to the nearest square foot complete in place. When concrete sidewalks, sidewalk ramps, driveways, alley intersections, valley gutters, curb ramps, aprons and/or spandrels are cut during trenching operations, the square foot measurement for payment will be in accordance with Section 336 of these specifications.

340.5.3 Curb Ramp Installation

REMOVE in its entirety and REPLACE with the following:

Curb ramp installation shall be measured in accordance with Section 340.5.2 of these specifications. Detectable warnings are an integral part of curb ramp installations and shall not be measured or paid separately.

Perpendicular curb ramps shall include the area from the back of curb between the outer edges of the ramp wings to the top of the curb ramp, ending prior to and excluding the top landing. The top landing area shall be measured as sidewalk in accordance with Section 340.5.2. Ramp curbs area an integral part of the perpendicular curb ramp installation and shall not be measured or paid separately.

Parallel and combination curb ramps shall include the ramp area between the ramp curb and the back edge of the roadway curbing. Ramp curbs are an integral part of parallel curb ramp and combination curb ramp installations and shall not be measured or paid separately.

ADD the following subsection to 340.5 Measurement:

340.5.4 Aggregate Base Course

Aggregate base course shall be considered incidental to all items in this section.

340.6 PAYMENT

ADD the following:

Aggregate base course shall be considered incidental to all items in the section.

No separate measurement or payment for the curb returns and transition curbs for driveways shall be made.

SECTION 345: ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

REMOVE the second paragraph in its entirety and REPLACE with the following:

All frames, covers, valve boxes, manholes, etc., shall be adjusted to finished grade after placement of asphalt concrete surface course by the Contractor in accordance with the standard details. Adjustments shall be completed within 15 working days of completion of paving.

The Contractor shall remove old frames and covers and install new frames and covers in accordance with the contract documents.

345.3 ADJUSTING FRAMES

REMOVE the second paragraph in its entirety and REPLACE with the following:

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place in accordance with COP GES Detail 422Q. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Details 270Q and 422Q)

Existing frames and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on COP GES Details 270Q and 422Q) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use "high-early" in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

345.4 ADJUSTING VALVE BOXES

REMOVE in its entirety and REPLACE with the following:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

New valve box top risers and caps shall be furnished by the Contractor at existing water valve locations and placed as directed by the Engineer. New valve box top risers and caps shall be considered incidental to the cost of adjustment.

Existing valve box risers and caps shall be salvaged to the City. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 391Q)

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use "high-early" in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

Add the following subsection to 345.4 Adjusting Valve Boxes:

345.4.1 Adjusting Meter Boxes

Meter boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Additional meter box sections, concrete, and miscellaneous items required to protect the utility in accordance with the respective standard detail shall be considered incidental to adjusting the meter box.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS

REMOVE in its entirety and REPLACE with the following:

Existing sanitary sewer manhole and covers shall be salvaged to the City. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer.

Adjusting rings may be used to raise manhole covers in conformance to the dimensions noted on COP GES Detail 420Q-1. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of concrete and installed per the manufacturer's specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, shall be a minimum of 8 inches thick, struck off and finished ¼ inch below with the adjacent new pavement surface. Concrete shall be a minimum of Class AA. All concrete shall be obtained from plants approved by the Engineer.

A single No. 4 rebar hoop will be placed in each concrete collar in accordance with the respective detail. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ inch wide by ½ inch deep. The concrete collar surface shall be rough broom finished. (See COP GES Detail 270Q)

Traffic shall not be allowed on the concrete collars until the concrete has reached a minimum compressive strength of 2,500 psi on residential and 3,000 psi on collector and major streets. On major streets the Contractor shall use "high-early" in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced by the Contractor at the Contractor's expense.

345.6 MEASUREMENT

ADD the following:

Measurement for adjusting existing frames, covers, valve boxes, and water meter boxes to finished grade shall be the actual number of each type adjusted and accepted.

Measurement for adjusting new frames, covers, valve boxes, and water meter boxes shall not be measured as adjustment to finished grade is considered incidental to installation of the respective item.

SECTION 350: REMOVAL OF EXISTING IMPROVEMENTS

REMOVE the section in its entirety and REPLACE with the following:

350.1 DESCRIPTION

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions within the right-of-way which have not been designated on the project plans or specified in the special provisions to remain, except for those structures and obstructions which are to be removed and disposed of under other items of work in the contract. The work shall also include salvaging of designated materials and backfilling the resulting cavities.

Existing structures, pavement, sidewalks, curbs, gutters and other existing improvements which are to become an integral part of the planned improvements shall remain even though not specifically noted.

Materials removed and not designated to be salvaged or incorporated into the work shall become the property of the Contractor.

All existing utilities not designated for removal shall remain in place and be protected against damage.

The removal of existing improvements shall be conducted in such a manner as not to damage active utilities or any portion of the improvement that is to remain in place.

350.2 CONSTRUCTION REQUIREMENTS

Bridges, culverts and other structures in use by traffic shall not be removed until l satisfactory arrangements have been made to accommodate the traffic. Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to commencing the new work.

Items designated to be salvaged shall be carefully stockpiled or stored by the Contractor at locations designated in the special provisions or as directed by the Engineer.

Items which are to be salvaged or reused in the new construction and are damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced by the Contractor at no additional cost to the City.

Holes, cavities, trenches and depressions resulting from the removal of structures or obstructions, except in areas to be excavated, shall be backfilled with suitable material which shall be compacted to a density of not less than 95 percent of the maximum density as determined in accordance with the requirements of Section 601 or Section 211 of these specifications. Backfill of all excavated areas below structures shall be in accordance with MAG Specification and COP Supplement 206.4.

350.3 REMOVAL OF PAVEMENT

(A) Portland Cement Concrete Pavement: Unless otherwise specified in the special provisions, concrete pavement designated on the project plans to be removed shall be removed from the job site and disposed of at a site secured by the Contractor.

Where new construction is to join the existing concrete pavement, the pavement shall be saw cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities.

(B) Bituminous Pavement: Unless milling is noted on the plans or is a bid item, all bituminous pavement designated on the project plans to be removed, shall be completely removed down to the underlying base course or subgrade. The pavement material shall be removed and disposed of at a site secured by the Contractor.

Where new construction is to join existing bituminous pavement, the existing pavement shall be cut to a true line perpendicular to the centerline of the pavement with straight vertical edges free from irregularities. The removal of asphaltic concrete at the approaches to structures shall be accomplished in a manner approved by the Engineer.

350.4 REMOVAL OF STORM PIPE AND CULVERTS

All removed pipe which is to be salvaged or re-laid shall be cleaned of all earth and other material inside and outside prior to being stockpiled or reused. Pipe to be reused shall be stored when necessary to avoid damage or loss before relaying.

Existing pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center line of the pipe.

Pipe that is not salvaged shall become property of the Contractor, removed from the project, and disposed of properly.

350.5 REMOVAL OF MISCELLANEOUS CONCRETE

Miscellaneous concrete shall be defined as all or portions of mortared rubble masonry, curbs, gutters, sidewalks, driveways, aprons, slope paving, island paving, retaining walls, spillways, drainage structures, concrete box culverts, foundations, footings and all other Portland cement concrete or masonry construction, except bridges and pavement. All existing miscellaneous concrete shall be removed to a depth of at least 5 feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions. Other specification sections that discuss removal of concrete items shall supersede the provisions in this section.

Where new concrete is to join existing concrete, the existing concrete shall be saw cut to a true line with straight vertical edges free from irregularities.

Concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing concrete, which is to remain in place, shall be repaired to a condition equal to that existing prior to the beginning of removal operations. The repairing of existing concrete damaged by the Contractor's operations shall be at no additional cost to the City.

Existing reinforcement that is to be incorporated in new work shall be protected from damage and shall be thoroughly cleaned of all adhering material before being embedded in new concrete.

Concrete shall be disposed of as provided in 350.3(A).

The floors of concrete basements, pits and structures that are located within the right-of-way shall be completely removed.

350.6 REMOVAL OF UTILITIES

Removal of water mains, sewer mains, and related appurtenances shall be in accordance with COP Supplement 650 and 651, respectively.

All existing utilities not designated for removal shall remain in place and be protected against damage.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the Agency. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Utilities to be removed by the Contractor shall be disconnected and taken out in accordance with the requirements of the utility owner to the limits shown on the plans. Utility removal shall not be performed until a release has been obtained from the utility stating that their respective service connection and appurtenant equipment have been disconnected, removed or sealed and plugged in a safe manner.

The Engineer shall be notified when utilities are encountered that are not shown on the plans.

350.6.1 Removal and Disposal of Asbestos Cement Pipe

(A) Background

Asbestos Cement Pipe (ACP) is a mixture of Portland cement and asbestos fibers. It was introduced into North America in 1931 and by 1953 the American Water Works Association (AWWA) had established standards for ACP. Along with many other cities, ACP water mains were installed in the city of Prescott and as a consequence, we have a considerable quantity of this material in service. Some of these mains are old and need to be replaced; some are undersized and need to be upsized; and others are in conflict with new utility installations and need to be relocated. These actions require all or part of the existing ACP system to be removed and disposed. Subsequent to ACP's introduction into the United States, the EPA determined that asbestos, in an airborne condition, is a hazardous material and established laws/guidelines for the handling and disposal of the material. The Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) establishes requirements for the removal and disposal of regulated asbestos containing materials. This policy statement establishes procedures and identifies responsibilities for the proper handling of asbestos-cement pipe in conformance with the Asbestos NESHAP requirements in effect as of November 1990.

NOTE: As used herein, the term “Excavator” shall refer to that entity (individual or contractor) which actually excavates and exposes the pipe. The term “Generator” means any owner or operator of a source (covered by the regulation) whose act or process produces asbestos containing waste material. The term “extra cost” shall refer to the cost over and above the removal and disposal of the pipe in a non-friable state.

(B) Policy

(1) It is the intent of the City to comply with the requirements of the Asbestos NESHAPS found at 40 CFR Part 61, Subpart M. This Policy Statement will establish procedures to be used by all Excavators in the removal and disposal of ACP in compliance with NESHAPS. Nothing in this Policy Statement shall be construed to void any provision of a contract or other law, ordinance, regulation or policy whose requirements are more stringent.

(2) ACP is defined under NESHAPS as a Category II, non-friable, non-regulated material in its intact state but which may become friable upon removal, demolition, and/or disposal. Consequently, if the removal/disposal process renders the ACP friable, it is regulated under the disposal requirements of 40 CFR 61.150. If more than 260 linear feet of ACP is removed which on removal will become friable, a NESHAPS notification must be filed with the Yavapai County Environmental Services Department. The notification must be filed at least 10 days prior to removal of the material. If it remains in its non-friable state, as defined by the NESHAPS, it can be disposed as a conventional

construction waste. EPA defines friable as material, when dry, which may be crumbled, pulverized or reduced to powder by hand pressures.

(3) The Generator of the hazardous material is responsible for the identification and proper handling, transportation, and disposal of the material. Therefore, it is the policy of the City that if the actions of the Excavator cause the material to become friable, and therefore subject to the regulations, that the Excavator becomes the Generator.

(4) The requirements of A.R.S. § 40-360.21 through 40-360.32 (Blue Stake Law) are important with respect to implementation of this policy statement. The Blue Stake Law mandates the owner of the facility (in this case the City) to maintain installation records and, upon request, to properly locate the underground facility. The law also places requirements on the Excavator to:

(a) Call Arizona 811 at least 2 working days prior to the start of excavation.

(b) Mark the boundaries of the location to be excavated.

(c) Excavate in a careful and prudent manner, including hand digging within 24 inches of the underground facility.

(d) Notify the City if the Excavator encounters an underground facility that has not been located and marked or has been marked in the wrong location.

If the Excavator does not comply in full with Arizona 811 requirements and therefore causes non-friable ACP to become friable, any and all extra costs incurred to handle, containerize, transport, and dispose of the asbestos containing waste shall not be paid or reimbursable by the City. If Arizona 811 requirements are met and ACP is accidentally or unknowingly disturbed thereby causing it to become friable, the Excavator may seek reimbursement from the City for additional costs to handle, containerize, transport and dispose of the material following the procedures described herein.

(5) The Contractor shall retain the services of an independent, qualified, licensed asbestos abatement Consultant. All removal and disposal of ACP shall be under the cognizance of the Consultant. The Excavator is responsible to contact the Consultant a minimum of 2 working days prior to the initiation of removal/disposal operations.

The Consultant will monitor the Excavator's work. If the ACP was not planned for removal and the Excavator accidentally disturbs the pipe, the Excavator will cease all work and notify the Engineer immediately for further instructions.

(6) It is the intent of the City that all ACP shall be removed in such careful and prudent manner that it remains intact and non-friable. The Excavator is responsible to deploy the means, methods, techniques, and sequences to ensure this result. When it is a practical impossibility, as determined by the Engineer, to remove the ACP without creating a friable material, the City will pay the Excavator for the removal of friable material in accordance with the measurement and payment section. The Excavator shall take steps to minimize the amount of the friable waste and abide with all asbestos regulatory requirements. The Consultant shall be available to provide recommendations or suggestions, which the Excavator may or may not choose to deploy. The Consultant shall measure or otherwise assess and recommend to the Engineer the amount or percentage of friable waste for which the City should pay for removal and disposal with the remainder being the responsibility of the Excavator. If the ACP is caused to become friable, the Consultant shall conduct perimeter air monitoring upon request by the City. If the Excavator fails to notify the Consultant, fails to excavate and remove the ACP in a careful and prudent manner creating friable material or fails to abide with all asbestos regulatory requirement, the Excavator shall be deemed to be the Generator responsible to handle, transport and dispose of the ACP in accordance with the NESHAPS requirements and will not be reimbursed for any cost incurred. This will include all penalties and associated legal fees of the Generator as well as any penalties assessed against the City, and any associated legal fees incurred by the City for violation of any of the asbestos regulatory requirements that are caused by the Excavator.

(7) ACP shall NOT be crushed and left in place.

(8) Compliance with all aspects of worker safety and health regulations including but not limited to the OSHA Asbestos Standard is the responsibility of the Excavator. The City assumes no responsibility for compliance programs which are the responsibility of the Excavator.

(9) Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

(10) Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with this section and other provisions of the specifications.

350.7 REMOVAL OF SIGNS AND DELINEATORS

Street signs, traffic control signs, traffic signal material and control devices shall be removed as designated on project drawings, salvaged and delivered to the City at the site designated by the Engineer. The Contractor shall dismantle the sign panels and delineators and remove the sign posts from the ground in such a manner as to prevent damage to the posts. The Contractor shall not remove the existing signs prior to the completion of the new sign installation, but shall remove them within 5 working days after the installation of the new signs or as directed by the Engineer.

350.8 REMOVAL OF FENCE

All fence to be removed, shall become the property of the Contractor unless designated for salvage on the project plans. If fence is designated to be removed and salvaged, all fence, including gates shall be salvaged in accordance with the requirements of 202-3.01.

When designated for salvage, fence and gates shall be carefully dismantled and neatly rolled or coiled. Posts shall be cleaned of all concrete and dirt.

In areas where new fence or relocated fence is to be installed, the Contractor shall perform the removals in such a manner as to prevent the escape of any livestock and/or domestic pets, including the placement and removal of temporary fence when necessary.

350.9 REMOVAL OF GUARDRAIL

All guardrail to be removed shall become the property of the Contractor unless otherwise specified on the project plans.

If guardrail is designated to be removed and salvaged, the Contractor shall carefully dismantle the guardrail and remove the blocks and posts in such a manner as to prevent any damage to the removed items. The guardrail, including panels, end sections, posts and all hardware shall be salvaged in accordance with the requirements of 350.2.

350.10 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or there being removal bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

Measurement for non-friable and friable asbestos cement pipe shall be by the linear foot of pipe removed.

Payment for removal of non-friable existing asbestos cement pipe shall be at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill in accordance with the specifications.

Payment for removal of friable existing asbestos cement pipe shall be a contingent item at the unit bid price shown in the bidding schedule for complete removal, proper disposal and trench backfill as determined by the Engineer in accordance with paragraphs E and F and other provisions of the specifications.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401: TRAFFIC CONTROL

401.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Traffic control is the responsibility of the Contractor and shall be performed in accordance with this section and the US Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), latest edition with the latest revisions, Prescott Traffic Barricade Manual, and the project plans.

(A) Prior to beginning the project, the Contractor shall submit to the City, for approval, a traffic control plan for all activities connected with the proposed work. He must obtain approval from the Engineer for the traffic control plan and schedule prior to any construction. The Contractor shall submit the traffic control plan to the Engineer at or before the project preconstruction conference.

(B) Written notice shall be given to the Engineer or the Engineer's authorized representative on the job 48 hours prior to any changes in detours or routes of access. The notice shall give specific details with maps showing the access to all residences and businesses affected by the project.

(C) The City Police and Fire Departments shall be continually updated on access routes along and through the site during construction.

401.2 TRAFFIC CONTROL DEVICES

ADD the following:

(C) All traffic control devices required for the project shall be the responsibility of the Contractor.

(D) When required to cross, obstruct, or close a street, traffic way, or sidewalk for a short duration that is approved by the Director, the Contractor shall provide and maintain suitable bridges, detours or other approved temporary means for the accommodation of vehicular and pedestrian traffic.

(E) When traffic conditions at the construction site warrant the use of certified police personnel to direct traffic, arrangements shall be made with the City Police Department, Yavapai County Sheriff's Office, or Department of Public Safety for off-duty officers.

401.3 FLAGMEN OR PILOT CARS

REMOVE in its entirety and REPLACE with the following:

The Contractor shall provide sufficient certified flagmen, uniformed off-duty law enforcement officers and pilot cars to expedite the safe passage of traffic through the work zone as determined by the Engineer.

Any individual who is stationed in a work zone to provide temporary traffic control (flagmen) or to drive a pilot car shall have completed training and be certified in flagging through a program that meets the training and certification standards of the National Safety Council flagger training program, the American Traffic Safety Services Association (ATSSA) flagger program or an equivalent program that meets the same objectives. An equivalent program must be approved by the Director and meet the US Department of Transportation Federal Highway Administration's Standards for the control of traffic through highway work zones as defined in the manual on uniform traffic control devices for streets and highways. This training and certification shall be renewed at least once every 4 years. It is the Contractor's responsibility to provide the certifications to the Engineer before flagmen engage in the traffic control and/or temporary traffic control. This section does not apply to law enforcement personnel who are employed by governmental entities. Should appropriately trained flaggers not be present, the City, at its discretion may cease operations until appropriately trained flaggers can be provided on-site.

401.6 MEASUREMENT

REMOVE in its entirety.

401.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 401- Traffic Control:

401.8 MEASUREMENT AND PAYMENT

Payment for traffic control shall be at the applicable unit price bid in the contract documents.

(A) Preparation of traffic control plan shall be inclusive of all submittals, reviews and if needed, re-submittals.

(B) Flaggers shall be per hour for actual time directing traffic. It does not include travel time or time spent setting up or taking down devices.

(C) In the event off-duty police personnel are required to direct traffic, the bid schedule includes an allowance for certified police personnel for the purpose of encumbering funds to cover the cost of certified police personnel. The amount of the allowance is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount in the bid proposal and shall reflect the same in the total bid for the project.

It shall be understood that this allowance is an estimate only. The allowance shall be not used without approval of the Engineer.

Reimbursement for certified police personnel shall be based on actual cost, plus an allowable markup to the prime Contractor of 15 percent, for use of certified police personnel approved by the Engineer.

Flagmen, uniformed off-duty law enforcement officers or pilot cars, with driver, will be measured by the hour for each individual, including vehicle and equipment, required to perform traffic control. When an officer is

used less than 3 hours, a minimum of 3 hours will be charged. Anything over 3 hours will be measured by the hour.

Payment will be made at the contract bid price in the proposal for uniformed, off-duty law enforcement officer. If the officer is utilized in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar work week, payment shall be at the rate of 1½ times the contract bid price for all hours worked in excess in either of the above time periods.

(D) Barricades and storage shall be at the lump sum bid and shall be inclusive of all temporary signs and devices in the traffic control plan and as required by the MUTCD, COP Traffic Barricade Manual and the Engineer.

(E) Message boards shall be measured by each per day as determined necessary by the approved traffic control plan and the Engineer.

(F) Pilot car and driver shall be per hour for actual time used as required by the approved traffic control plan and the Engineer. It does not include travel time or time spent setting up or taking down devices.

(G) Incidental traffic related items shall include all other pertinent tools, equipment, devices and or work required to provide safe and effective traffic control in accordance with the approved traffic control plan, the MUTCD and the Engineer.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 402: PAVEMENT MARKINGS AND STRIPING

402.1 THERMOPLASTIC PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 704.

(A) Stop Bars and Crosswalks: Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans. All stop bars shall be 18 inches in width unless otherwise specified. Crosswalks shall be 12 inches in width.

(B) Measurement shall be in accordance with ADOT Specification 704-5 (width times length divided by 4 inches equals LF as shown in bid schedule).

(C) Pavement Markings: Pavement markings shall be in accordance with ADOT Specifications 704-4, ADOT 4-M 1.12 through 4-M 1.17, and as modified herein. Work under this item shall consist of the application of thermoplastic striping material at the locations noted on the project plans.

402.2 TEMPORARY STRIPING

Work under this item, temporary striping (paint) where required, shall be performed per ADOT Specification 701-3.05.

402.3 PERMANENT PAVEMENT MARKINGS

Work under this item shall be performed per ADOT Specification 708.

402.4 MEASUREMENT AND PAYMENT

Measurement and payment for pavement markings shall be at the per each basis for each legend or marking installed in accordance with ADOT Specification 704-5.

Measurement and payment for temporary striping shall be per ADOT Specifications 708-4 and 708-5.

Measurement for permanent pavement markings shall be in accordance with ADOT Specification 708-4 (width times length divided by 4 inches equals LF as shown in bid schedule). Payment for permanent pavement markings shall be in accordance with ADOT Specification 708-5.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 403: PERMANENT SIGNING, SIGN POSTS AND DELINEATORS

403.1 DESCRIPTION

Work under this item shall be done in accordance with the project drawings and requirements of the Manual MUTCD, MAG Detail 131, and ADOT Signing and Marking Standards.

403.2 GENERAL SIGNING GUIDELINES

(A) All signing shall conform to the most recent editions of the publications shown above with regard to size, color, shape and placement.

(B) All signs shall be new (other than those shown to be relocated). All new and relocated signs shall be mounted on new posts with new hardware. Signs designed for installation on existing street light poles shall be mounted with new hardware.

(C) Traffic sign dimensions, colors and lettering shall conform to the latest MUTCD Specifications. Traffic sign size shall be standard unless otherwise specified here or on the plans.

(D) All non mountable curb section signs shall be located at least 2 feet from the curb face to the nearest edge of the sign. All other roadways signs shall be mounted from 6 feet to 12 feet from the edge of the pavement to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.

(E) Roadways with guardrail signs shall be located at least 6 feet from the face of the guard rail to the nearest edge of the sign, unless otherwise noted in the sign summary table or on the plans.

(F) Sign location shall be coordinated with landscaping plans to ensure sign visibility per AASHTO Standards.

(G) Signs shall be mounted on street light poles whenever feasible.

(H) All signs installed in areas where parking or pedestrian movements occur shall typically be erected at a height of 7 feet above the normal edge of pavement or sidewalk to the bottom of the sign or to the lowest sign in a multiple sign installation assembly with the following exceptions:

(1) The height to the bottom of a secondary sign mounted below another sign may be up to 2 feet less than the height specified above.

(2) If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign shall not project more than 4 inches into the pedestrian facility.

(3) Object markers shall be installed at least 4 feet above the normal edge of pavement.

(I) All R1-1 "STOP" signs and pedestrian warning signs shall be reflective with all reflective sheeting material to be diamond grade.

(J) All other signs are to be reflective with all reflective sheeting material to be high intensity prismatic meeting or exceeding ASTM D4956-04.

(K) Sign blanks shall be 5052-H38 alloy treated aluminum with Alodine 1200 conversion coating, 0.080 inch thick with rounded corners.

(L) Stop signs are to be shown at all local street intersections within a subdivision unless an engineering study shows that no control or yield control is warranted. Stop signs shall be designed and shown at all collector and non signalized arterial street intersections.

(M) Stop signs and Yield signs shall be a minimum of 30 inches in width. When specified by the City Traffic Engineer 36 inch and/or 48 inch signs may be required on major collectors and arterial streets.

403.3 SIGN POSTS

(A) Sign posts shall conform to the COP GES Detail 131Q.

(B) For new construction the Telspar, Uni-strut or approved equal 12 gauge, galvanized steel, 4 sided perforated square tubing is required. Two inch tubing shall be used for smaller signs while 2½ inch tubing shall be used for the larger signs.

(C) The post shall be tall enough to provide the minimum clearances specified in COP GES Detail 131Q.

(D) The base and sleeve system for the sign shall be anchored in a minimum of a 24 inch deep, 12 inch diameter foundation of concrete. The base shall have a breakaway slip base system. The exposed post from the base shall be 4 inches to 6 inches high.

(E) Signs over 48 inches wide shall be mounted on two, 2½ inch posts with a horizontal support frame.

(F) All station locations are approximate. The Contractor shall verify actual sign locations with the Engineer prior to the installation of all signs.

(G) The Contractor shall verify post lengths and elevations prior to installation.

403.4 MEASUREMENT AND PAYMENT

Measurement and payment shall be the unit price per each for posts and delineators and per square foot for sign panels, complete and in place.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 404: LOOP DETECTORS

404.1 QUADRUPOLE LOOP DETECTORS

(A) Loop detectors shall be installed in base course of asphalt concrete pavement and conform to ADOT Specifications 735 and 732-2.01, ADOT Traffic Signals and Lighting Standard Drawings (2010) 7-1. All

loop detectors shall be installed per ADOT Signals and Lighting Standard Drawing T.S. 7-1, Sheet 2. Installation shall include the home runs and installation of loop wiring into the existing signal cabinet. The hardwiring in the cabinet will be accomplished by City forces unless otherwise specified.

(B) Prior to bidding, the Contractor shall verify the location and layout of the existing detector loops and appurtenant home runs to ensure that home runs are re-established in their original configuration. Loop detectors shall be centered in lanes. The Contractor shall verify loop layout with the Inspector prior to installation.

404.2 MEASUREMENT AND PAYMENT

Measurement shall be a complete quadrupole loop installation. Payment shall be made on a per each installed basis.

SECTION 405: SURVEY MONUMENTS

405.1 DESCRIPTION

ADD the following:

All efforts shall be made to protect survey monuments from being disturbed or damaged. Monuments shall be: 1) re-established by a Registered Land Surveyor at the Contractor's expense if disturbed, damaged or covered, and 2) located by a Registered Land Surveyor where noted on plans.

All survey monuments, including but not limited to street centerline monuments, benchmarks, control points, and property corner monuments shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the survey monuments has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction. Any survey monuments uncovered, found, damaged, defaced, disturbed, removed, or displaced by the Contractor shall be replaced at the Contractor's expense.

405.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

The concrete portion of monuments shall be constructed in accordance with the provisions in Sections 725 and 505 of these specifications. Concrete shall be Class AA.

405.3 CONSTRUCTION

REMOVE the fourth paragraph in its entirety.

ADD the following:

Frames, covers and concrete shall be installed per COP GES Detail 120Q.

405.5 PAYMENT

ADD the following:

No separate payment shall be made for resetting property monuments. This work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

Payment for survey monuments shall be based on a per each unit complete in place.

SECTION 430: LANDSCAPING AND PLANTING

430.3.2 Seeding

REMOVE in its entirety and REPLACE with the following:

430.3.2 Seeding (Hydraulic)

(A) Seeding consists of furnishing and applying chemical fertilizer; furnishing and planting seed and furnishing, applying and affixing mulch. The areas to be seeded are disturbed or un-vegetated areas. Slopes are required to be seeded immediately upon completion; coordination with grading operations will be required.

Application rates of seed as specified are for Pure Live Seed (PLS). PLS is determined by multiplying the sum of the germination and hard or dormant seed by purity. Weed content of seed shall not exceed 0.5 percent. No substitution of species, strain or origin of seed will be allowed unless evidence is submitted in writing by the Contractor to the Engineer showing that the specified materials are not reasonably available during the contract period. The substitution of species, strains or origins shall be made only with the written approval of the Engineer, prior to making said substitution.

The seed shall be delivered to the project site in standard, sealed, undamaged containers. Each container shall be labeled in accordance with A.R.S. § 3-231 through 3-243 and the US Department of Agriculture rules and regulations under the Federal Seed Act. Labels shall indicate the variety or strain of seed, the percentage of germination, purity and weed content, and the date of analysis, which shall not be more than 9 months prior to the delivery date.

(B) Seed Mix

Botanical Name	Common Name	Seed/lb	Rate/Acre- PLS (Pure Live Seed)
Agropyron dasystachym	Thickspike Wheatgrass	154,000	3.0
Bouteloua gracilis	Blue Gramma	825,000	2.0
Koeleria crisata	Prairie Junegrass	825,000	1.0
Mulenbergia wrightii	Spike Muhly	1,000,000	1.5
Festuca arizonica	Arizona Fescue	500,000	2.0
Elymus elymoides	Squirrel Tail	192,000	4.0
Sporobolus cryptandrus	Sand Dropseed	5,298,000	0.75

(C) Seed Supply Agreement: The required species may be in short supply during the project. Therefore, the Contractor shall enter a contractual agreement with a seed collector/supplier that verifies that sufficient supply of specified plant materials will be available on or immediately prior to the seeding dates. This requirement shall be fulfilled within 45 days following the preconstruction conference in order to allow sufficient time for seed collection. The Contractor shall provide written notification to the Engineer verifying that the required species are available and secured for the project. The collection contractor shall test the seed for purity and viability and hold the seed in a manner which maintains its viability. The Contractor shall submit purity and viability test results to the Engineer for approval prior to the initiation of seeding operations. If it is required to be held for more than a year from initial testing the seed shall be tested again for viability. The Contractor shall compensate the seed supplier a percentage of the seed cost to hold seed material and for the seed tests as identified in Basis for Payment.

(D) General

The slurry for the hydroseed process shall be as follows:

Slurry Mix	Rate
Hydrofiber: Silva, Conwed or Spray mulch x-100 wood fiber or equivalent	800 lbs/acre
Tackifier	80 lbs active ingredient/acre
Starter fertilizer: Ammonium Phosphate	16-20-0 200 lbs/acre
Seed mix	As specified
Soil conditioner	1000 lbs/acre

The seed shall be applied within 30 minutes after being combined with the slurry mix.

Ingredients for Slurry Application	Percentages (Minimum)
Nitrogen	5
Phosphoric Acid	3
Water Soluble Potash	1
Humas	50
Humic Acids	15
Soluble Metallic Iron	1

(E) Wood Cellulose Fibers: Wood fiber mulch shall consist of a specially prepared wood fiber processed to contain no growth germination inhibiting factors. The mulch shall be virgin wood and be manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form a homogenous slurry. The mulch shall have a pH range between 4.5 to 6.5.

When hydraulically sprayed on the ground, the material will form a blotter-like cover impregnated uniformly with seed. The cover will allow the absorption of moisture and allow rainfall to percolate to the underlying area.

(F) Tacking Agent: Binder shall be free flowing, non-corrosive powder produced from natural plant gum marketed under M-Binder, M145 Binder, AZ-TAC or approved equal. It shall have gelling properties to inhibit the tendency of water and fiber to move downhill as they are sprayed on steep slopes.

(G) Construction Requirements

(1) General: The Engineer will regularly observe the weighing of seed, mixing of slurry mix and application of seed.

(2) Seeding: Seeding shall be done immediately following the final grading or disking of each cut slope and each fill slope. The soil surface shall be loose. The Contractor will be required to mobilize frequently to accomplish this goal. No seeding shall be carried out under wind conditions exceeding 5 mph Scheduling of seeding mobilization will be coordinated with the Engineer at the weekly construction meetings. In no case shall a decision by the Engineer relieve the Contractor from the requirement of seeding prior to measurable rainfall. If measurable rain falls prior to seeding, or if the surface of the graded area has formed a crust or slightly hardened surface, the Contractor shall be responsible for ripping, blading or loosening the ground surface, or otherwise repairing and/or preparing the affected areas for seed, after they adequately dry out and prior to seeding, at no cost to the City. The use of specialized equipment or manual methods may be required to prepare the surface for seeding, if seeding is not accomplished immediately after grading or disking.

Seed is to be accomplished during the window of June 1 to July 15 and November 1 to January 30. These windows are to allow expected seasonal rains to start germination process.

All areas disturbed by construction are to be seeded. This may be more area than shown on the plans. All areas are to be approved by the Engineer. The Contractor shall coordinate seeding operations with slope construction so that the tops of cuts and toes of fills can be reached with hydroseed equipment.

Hoses may be used where heavy equipment cannot access.

(3) Tillage: All slopes steeper than 3:1 shall either have a loose, friable soil depth of 2 inches or more or be tilled a minimum of 4 inches in depth as they are constructed.

Tillage shall be accomplished with a ripper bar, chisel plow or harrow tool or with other equipment which will provide thorough soil cultivation.

Tillage shall be performed along the contour. The slopes behind guardrail and in the ditch line in cut shall be left with roughened surface to aid in water absorption. Seeded areas which are not behind guardrail or between the ditch line and the roadway on a cut shall be left in a firm surface free of foreign material that would interfere in the seeding operation.

No work shall be done when the moisture content of the soil is unfavorable or the ground is otherwise in a condition not conducive to tillage.

(4) Planting: The Contractor shall submit a batch (tank) mix for the Engineer's approval prior to mixing any seed/mulch slurry. Batch mixing and coverage will be monitored throughout seeding operations. The Contractor is to coordinate monitoring with the Engineer in advance of mixing.

After the tillage is complete and accepted by the Engineer, seed shall be planted by slurry mix (cut slopes steeper than 3:1).

All areas to be seeded shall have a starter fertilizer of ammonium phosphate 16-20-0 applied at a rate of 200 pounds per acre and soil condition at the rate of 1,000 pounds per acre.

Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guardrails, signs, plants and existing vegetation.

(5) Anchorage by Tacking: Mulch shall be anchored by tacking using a slurry consisting of a minimum of 150 pounds of binder, 400 pounds of wood fiber mulch and 700 gallons of water per acre.

(6) Preservation of Seeded Areas: Any material sprayed on non-designated areas shall be immediately removed by the Contractor at the Contractor's expense. Non-designated areas include pavement, guard rails, signs, plants, and existing vegetation.

(7) Warranty: The Contractor shall guarantee that 75 percent of the applied tackifier remains in place for a period of 30 days after acceptance of the seeding application. Any areas that have less than 75 percent of the tackifier remaining shall be reseeded, re-mulched and re-tacked at the Contractor's expense.

Areas that require reseeding and re-mulching under the warranty shall be done at no additional cost to the City. The 30 day period(s) shall be within the allotted contract time.

Measurement and Payment: Seeding will be measured by the acre, to the nearest tenth acre, measured along the ground surface for the areas which have been planted and mulched, as determined by the Engineer. The Contractor may be reimbursed a partial payment based on the invoice amount for the cost to hold and test the seed in conformance with the Seed Supply Agreement.

The accepted quantities of seeding, measured as provided above, will be paid for at the contract price per acre for the full performance of the work herein described, which price shall be full compensation for the work completed including all equipment, labor and materials required.

ADD the following section to Part 400- Right-of-Way and Traffic Control:

SECTION 431: LANDSCAPE ROCK

431.1 REMOVE AND REPLACE LANDSCAPE ROCK

Landscaping shall be protected and restored in accordance with Section 107.9 of these specifications. Existing landscaping rock shall be removed, stockpiled, and replaced in its original position as closely as possible.

Measurement and Payment: Payment shall be per lump sum amount.

PART 500 – STRUCTURES

SECTION 505: CONCRETE STRUCTURES

505.1.1 Minor Structures

REMOVE in its entirety and REPLACE with the following:

Concrete structures such as manholes, catch basins, median barriers, headwalls, cattle guards, and other miscellaneous structures as defined by the Engineer are hereby defined as minor structures. Minor structures

shall be precast units. MAG Type D Catch Basins shall be cast-in-place. Cattle guards, median barriers, and headwalls, at the option of the Engineer, may be either constructed of cast-in-place concrete, or furnished as precast units. Precast units shall be fabricated in accordance with shop drawings submitted by the Contractor and approved by the Engineer, in accordance with the requirements of MAG Specification and COP Supplement 105.2. All structures not defined as minor structures shall be classified as major structures.

(A) Concrete Drainage Outlet/Structure: The work consists of constructing a concrete drainage outlet(s) and structure(s) as designated on the project drawings in accordance with Sections 505 and 725 of these specifications, and as modified herein. All cast-in-place concrete shall be Class AA, 4,000 psi. Subgrade and base materials under the structure shall be compacted to not less than 95 percent of the maximum dry density as determined by AASHTO T 99. No additional payment will be made for aggregate base materials required under concrete structures. The base material shall be considered incidental to the construction of this item and provided for in the unit price for the work. Measurement and payment under this item shall be to the nearest square foot complete in place in accordance with the respective detail for flat work, and per each unit installed for structures.

(B) Concrete Headwall: Work under this item shall be in accordance with COP Supplement 505 and 725, MAG Specifications 726 and 727; MAG Details 501-1 and 501-2; and the project drawings. Concrete shall be Class AA, 4,000 psi. Payment shall be made per each headwall installed complete in accordance with the respective detail.

(C) Concrete Catch Basin: Work under this item shall be in accordance with MAG Details 530 through 540-2; COP Supplement 505 and 725; and above mentioned specifications for Portland Cement Concrete. All grates shall be bicycle safe type. Measurement and payment under this item shall be per each catch basin complete in place in accordance with the respective detail, to include grates.

(D) Scupper: Work under this item shall be in accordance with MAG Details 203 and 206. Concrete shall be Class AA, 4,000 psi. Measurement and payment under this item shall be per each scupper installed complete in place in accordance with the respective detail.

(E) Concrete Retaining Wall: Work under this item shall be in accordance with the project drawings. Measurement and payment under this item shall be to the nearest square foot of the retaining wall measured from the top of the footing to the top of the wall complete in place in accordance with the respective detail.

505.6.2 Adverse Weather Concreting

REMOVE in its entirety and REPLACE with the following:

Adverse weather concreting shall be in accordance with COP Supplement 725.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601: TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

ADD the following:

(A) Unless specifically identified, no investigation of subsurface soil conditions for water or sewer main installation has been made for project limits.

(B) Excavation, backfilling and compaction shall be in accordance with this section and standard details as noted.

(C) All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work in accordance with COP Supplement 200.1.

601.2.3 Trench Grade

REMOVE in its entirety and REPLACE with the following:

All construction staking shall be in accordance with Section 105.8 of these specifications.

For all pipe, the Contractor shall excavate for and provide an initial granular bedding at least 6 inches thick. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

601.2.5 Over-excavation

REMOVE the second paragraph in its entirety and REPLACE with the following:

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with bedding material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T 99 and T 191 or ASTM D6938. When AASHTO T 99, method A or B, and T 191 are used for density determination, ADOT Procedure ARIZ 227c will be used for rock correction.

ADD the following subsection to 601.2 Excavation:

601.2.11 Rock Excavation for Utility and/or Drainage Construction

(A) Definition of Rock: When rock is encountered, it shall be stripped of earth and shale, and the Engineer notified in order that he may measure or cross-section the same. In lieu of stripping the earth overburden prior to excavation/blasting, the Engineer and the Contractor may mutually agree on a method to define the vertical limits of rock. Any rock excavated before such measurement or agreement is made, will not be estimated, allowed, or paid for. Rock excavation shall be defined to include: all hard, solid rock in ledges; bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and masonry or concrete structures not shown on the plans. Shales, hard pan, masonry and concrete rubble boulders less than 1 cubic yard which are not a part of or attached to substrata of rock, shall not be considered rock excavation. Additionally, material to be considered "rock" shall be of such hardness that it cannot be excavated using hydraulic backhoe with combined breakout force, for bucket and stick cylinders, of at least 100,000 pounds.

(B) Blasting

(1) It is the Contractor's responsibility to determine the type of material he will encounter and whether blasting will be necessary.

(2) Blasting shall be done only by experienced, qualified blasters. Blasting shall be done in accordance with the recommendations for best practice in Section 9 of the Associated General Contractors of America (AGC) Manual of Accident Prevention in Construction and in accordance with the recommendations for best practices of the Institute of Makers of Explosives. Also, all blasting must comply with the requirements of the Division of Industrial Safety and OSHA and all other Federal, State and local ordinances.

(3) When work requires blasting or explosive conditions, precautions shall be taken to protect life and property, and give proper warning to persons who may be in vicinity of work before blast is set off.

(4) Blasting shall be performed in such a manner that no damage will result to any building, structure, pipeline, or facility on or off the site of work, above or below ground. Any damage suffered as a result of blasting shall be immediately settled, including repair or replacement.

(5) Blasting shall be done in such a manner that the earth is not loosened or disturbed below the footing or foundation of any proposed structure. Loosened material below footings or foundations shall be replaced with Class C concrete.

(6) The stemming of each hole or cover over explosive shall be sufficient to prevent surface blast wave, but in no case less than 3 feet, 6 inches. Multiple holes shall be shot using millisecond delays.

(7) The Contractor shall enlist the services of an experienced explosives engineer for advice on blasting methods and for the protection of existing structures or facilities.

(8) Blasting procedures shall comply with all rules and regulations as specified and determined by the City Fire Marshall or the Director.

601.4.2 Bedding

REMOVE in its entirety and REPLACE with the following:

Bedding shall be a minimum of 6 inches and shall be in accordance with COP GES Detail 200Q-1 for paved and unpaved areas. Bedding/shade material shall be of granular consistency such as sand or crushed aggregates conforming to the following gradation and plasticity requirements:

Sieve Size	Percentage Passing By Weight
1 in	100
No. 200	< 25
PI	10 Max.

Volcanic cinders or glass materials are not acceptable.

Use of open graded rock (i.e. 3/8 inch pea gravel or ¾ inch rock) must be approved by the Engineer prior to placement and will be considered only in special circumstances.

Water consolidation by any means shall not be permitted.

Bedding and shading material shall not be considered “corrosive” or “aggressive” soil per the definitions in AWWA (including C105), Ductile Iron Pipe Research Association (DIPRA) and other similar standards and industry accepted documents. The Contractor shall submit material certification documents from the bedding and shading material supplier indicating that the bedding and shading material to be provided is not considered “corrosive” or “aggressive” soil to ferrous metals, and shall include the pH, resistivity, oxidation/reduction, and sulfide values of the material within the certification package. Upon delivery of the material, the Contractor’s geotechnical engineer shall provide Quality Control testing by testing samples of the bedding/shading material for corrosivity. The Contractor’s geotechnical engineer shall provide a letter

sealed by a registered professional engineer, licensed in the State of Arizona, that the bedding/shading material is not corrosive to ferrous metals as defined by AWWA C105. If the material is found to be corrosive, the Contractor must install polyethylene encasement per MAG Specification 610.6 at no additional cost to the City. Testing shall occur a minimum of every 1,000 linear feet of pipe installed.

601.4.4 Initial Backfill

REMOVE in its entirety.

601.4.5 Final Backfill

REMOVE in its entirety and REPLACE with the following:

601.4.5 Backfill

Backfill material shall be in accordance with COP GES Detail 200Q-1 for paved areas and COP GES Detail 200Q-1 for unpaved areas. In paved areas, backfill from 1 foot above the pipe to the bottom of the base course shall be non-shrink CLSM backfill. In unpaved areas, backfill from 12 inches above the pipe to 6 inches below existing grade shall be minus 3 inch native material similar in nature to material existing prior to excavation.

Trench backfill Quality Control testing frequency shall be 1 per soil type for Proctor Density testing and 1 per 1 foot vertical lift per 200 linear feet of trench.

601.4.6 Compaction Densities

REMOVE in its entirety and REPLACE with the following:

All backfill material with the exception of non-shrink slurry backfill shall be compacted to 95 percent maximum dry density per ASTM D698.

601.4.7 Water Consolidation

REMOVE in its entirety and REPLACE with the following:

Water consolidation by any means shall not be permitted.

601.7 PAYMENT

REMOVE in its entirety.

ADD the following subsection to Section 601- Trench Excavation, Backfilling and Compaction:

601.8 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for trench excavation, backfilling, compaction, or placement of temporary pavement. This work shall be included in the respective unit bid price for water, sewer, or storm main and lateral construction.

Rock excavation within the roadway excavation limits shall not be measured separately. It will be included in roadway excavation. No separate payment will be made for roadway rock excavation. It shall be combined as one item under roadway excavation.

Rock excavation within structural excavation limits shall not be measured separately. It will be considered incidental and shall be included in the appropriate bid item.

Rock excavation within trenches shall be measured in accordance with the following:

(1) Width of trench for rock excavation shall be based on pipe outside diameter plus 24 inches.

(2) Depth for rock excavation shall be actual depth from top of rock to bottom of rock, or to bottom of normal bedding section, whichever depth occurs first.

Payment for rock trenching shall be at the unit price bid per cubic yard which shall include the cost of blasting, excavation, removal, hauling and disposal.

SECTION 610: WATER LINE CONSTRUCTION

610.1 DESCRIPTION

REMOVE in its entirety and REPLACE with the following:

Water main construction shall be in accordance with all applicable standard specifications and standard details.

610.3 MATERIALS

REMOVE item (A) in its entirety and REPLACE with the following:

(A) Water Main piping shall be bell and spigot Class 350 ductile iron unless otherwise noted on the project plans, in accordance with COP Supplement 610 and MAG Specification 750. Trace wire per COP GES Detail 319Q-1 shall be required for all water main installations. Water main piping shall be furnished new in full lengths with manufacturer, class rating, and all other applicable information clearly marked on the barrel. Water main piping for 2 inch shall be copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications.

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

Ductile iron water pipe and fittings per: MAG Specification 750. Concrete pressure pipe-steel/cylinder type per: MAG Specification 758.

ADD the following:

(C) All ductile iron water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

All copper and brass water main and fittings shall be encased in polyethylene protective wrapping in accordance with Section 610.6.

(D) All water mains shall have "NSF-PW" seal clearly marked on each barrel and installed with trace wire in accordance with COP GES Detail 319Q-1.

(E) Thrust restraint shall generally be accomplished through the use of restrained joints in lieu of thrust blocking. The preferred joint restraint system shall be "Field-Lok" gasket or approved equal except that vertical deflections, tees, valves and bends shall be restrained utilizing Mega-Lug, as manufactured by Ebba Iron, or equal.

(F) Joint restraint shall be required at piping configurations as show on COP GES Detail 303Q-1. Required minimum lengths of joint restraint shall be per COP GES Detail 303Q-2, or as noted on the plans. In "Tee" locations where perpendicular branch mains are shown as restrained, the main line run (LRN) shall be restrained for a minimum of 10 feet or 1 joint, whichever is greater, each side of the "Tee".

Concrete thrust blocking will be required at connections to existing lines at the locations noted on the plans. Thrust blocks placed at these connections shall be in conformance with MAG Specification 610.14 and MAG Detail 380, and shall be adequately braced to allow system operation during curing of the concrete thrust blocks. Fittings to be restrained with thrust blocks shall be wrapped and taped with heavy polyethylene sheeting per Section 610.6 to prevent covering with concrete on nuts and threading on fittings.

(G) All lateral water main connecting piping, valves and fittings shall be constructed using restrained joints from the main line "Tee" to the connection point at the existing water main at the locations shown on the plans.

(H) Prior to ordering of materials and scheduling connections to existing water mains and services, the Contractor shall complete investigations to verify the size, type and location of the existing water mains and services.

(I) The technical specification for "Air Release Valves" is expanded to include Combination Air Release-Vacuum Breaker valves at the locations shown on the plans constructed as shown in COP GES Detail 317Q-1.

(J) Payment for water main shall be at the unit price in the bidding schedule and shall include all connections, fittings, joints, flanges, thrust restraint and incidentals unless specifically itemized in the bidding schedule.

610.4.1 Trenching/Cover

REMOVE in its entirety and REPLACE with the following:

All water mains shall have a minimum cover of 48 inches over the top of the pipe.

Cover for water mains will be measured from existing or proposed finished grade of pavement or from natural ground, whichever is deeper.

No water main shall be deflected, either vertically or horizontally, in excess of 50 percent of the manufacturer's recommendation for the pipe or coupling, without the appropriate use of bends or offsets.

Except as otherwise required in this specification, the special provisions, or by the Engineer, trench excavation, backfilling and compaction shall be in accordance with the requirements of Section 601 of these specifications. Backfilling may be accomplished as soon as the pipe line has been installed to the satisfaction of the Engineer, subject to the requirements for testing per Section 611 of these specifications.

610.4.3 Blocking and Restraints

REMOVE the first four paragraphs in their entirety and REPLACE with the following:

All pipe lines, valves and fittings shall be restrained using mechanical joints, mechanical joint restraints, or gasket joint restraints in accordance with COP GES Details 303Q-1 through 303Q-4.

If irregular soil or pressure conditions are encountered, a thrust block design revision or an alternate joint restraint system may be required. Thrust block installation or alternate joint restraint will require approval from the City.

610.4.5 Testing

REMOVE the last sentence of this section and REPLACE with the following:

All corporation stops used for testing and chlorination shall be removed and a stainless steel full circle repair clamp shall be installed.

610.5 SEPARATION

REMOVE all references to the Maricopa County Environmental Services Department.

610.5.1 General

ADD the following:

Concrete encased water mains that cross storm drains and/or other dry utilities which clear the crossed line by less than 12 inches shall incorporate a 6 inch sand pad to break the frictional contact.

610.9 FIRE HYDRANTS

ADD the following:

(A) Hydrant installation shall be in accordance with COP GES Details 360Q, 362Q, 363Q and 364Q, and as specified on the project plans. Hydrants shall be Waterous, Mueller, East Jordan, or as approved by the Engineer.

(B) All ductile iron water pipe used in fire hydrant installation shall be Class 350.

(C) All new fire hydrants and connecting piping shall be constructed using restrained joints from the main line "Tee" to the hydrant.

(D) Payment for hydrant installation shall be at the unit price in the bidding schedule and shall include the hydrant, piping, valve, box and cover, and all appurtenant fittings, as noted for a complete assembly.

610.11 CONNECTION TO EXISTING MAINS

ADD the following:

The existing water main shall not be taken out of service prior to completion and ADEQ Approval to Operate the replacement water main and connection of all water services and fire hydrants to the replacement system.

The existing water system shall not be taken out of service at any time without the approval of the Engineer. With the approval of the Engineer, the existing water main may be taken out of service for limited periods to facilitate project construction. City Water Operations shall be contacted a minimum of 48 hours prior to a planned water service disruption.

The Contractor shall prepare and submit to the Engineer a plan for each connection to the existing system which demonstrates the ability to complete all work within the allowed period.

All temporary connections and/or elements which must be placed in service prior to full system disinfection, testing and approval shall be disinfected in accordance with Section 4.7 of AWWA C651 after approval of the Engineer.

All existing water service connections shall be replaced in accordance with the provisions of the COP General Engineering Standards.

610.13 METER SERVICE CONNECTIONS

REMOVE items (A) and (B) in their entirety and REPLACE with the following:

(A) Type K soft copper pipe or tubing shall be used except as otherwise called for on the plans.

(B) When the existing main is not abandoned and the existing meter is to be connected to the new line, the corporation stop and saddle shall be removed and a stainless steel full circle repair clamp shall be installed.

ADD the following:

(E) Water Service Connection

(1) New Water Service shall be in accordance with COP GES Detail 316P. All service piping and fittings from main tap to meter box shall be encased in polyethylene protective wrapping in accordance with Section 610.6 of these specifications. Existing water service shall be abandoned in place and existing meter box and cover shall be salvaged and delivered to the City's Maintenance Yard and placed as directed by the Engineer. The Contractor shall supply all necessary materials for new water service including service saddle, corporation stops, piping, meter yoke, boxes and covers, plus all appurtenant fittings to connect to customers existing service line. The Contractor shall maintain a minimum 4 feet of cover material over water service and set new box and yoke as indicated on plans.

(2) The Contractor shall take all necessary steps to maintain water service. Customers affected by water disruption due to water service installation/connection shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. The Contractor shall not disconnect or disrupt water service until new water main and services pass hydrostatic and disinfection tests and is accepted by the Engineer. Customers shall not be without water service for a total time period greater than 4 hours. The Contractor shall supply bottled potable water and temporary water service meeting all State health requirements for periods of water service disruption exceeding 4 hours. No separate payment will be made for water service maintenance or Contractor written notification of water service disruption.

(3) No separate measurement or payment will be made for adjustment of new water meter boxes to finished grade. This work is considered as incidental to the construction of the water service replacement.

(4) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor shall remove existing valves, pressure regulators, nipples, connectors, etc. and replace per specifications. All private service lines shall be Type "K" copper in accordance with MAG Specification 754 and encased in polyethylene protective wrapping in accordance with Section 610.6. The Contractor shall maintain a minimum of 4 feet of cover material, including ditch inverts, over new private water service line and utilize

existing in-situ material for backfill. The Contractor shall supply all necessary material for new private water service installation including a curb stop, plus an approved type pressure regulator, in an accessible box per COP GES Detail 316P at the new meter box location and all appurtenant fittings to connect to existing service line.

(5) The Contractor shall remove the existing water meter and reinstall in the new yoke at the new meter box location with all appurtenant fittings and adapters. The City shall supply the Contractor with new meters for use in new locations that were not previously served or there is no existing meter to remove.

(6) The Customer Box called out in COP GES Detail 316P for the curb stop and pressure regulator on the customer side of the meter box shall be minimum #1 box, and the curb stop, regulator, box and lid shall be provided and installed by the Contractor.

(7) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(8) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in "like kind" to include concrete walkways, retaining walls, landscape improvements, etc.

(9) It shall be the Contractor's responsibility to review existing water meter location and points of private service line reconnection locations and ascertain all work including existing improvement restoration costs to perform the private service line reconnection work as specified. Costs associated for private service line reconnection work shall be at the appropriate unit bid price in the bidding schedule and shall include private service line piping, curb stop and pressure regulator, plus all appurtenant fittings and existing improvement restoration work as specified.

(10) The pressure regulators shall be set at 65 psi. The Contractor shall bench-test or otherwise provide written verification from the supplier prior to installation that the pressure regulators have been set at the required psi.

(11) Payment for new water service and reconnection shall be at the appropriate unit bid price shown in the bidding schedule and shall include service saddle, corporation stops, curb stops, piping, meter yoke, adapters, boxes, pressure regulator, plus all appurtenant fittings for complete assembly for connection to existing service line. The Contractor shall supply and install all fittings necessary to install meter into new yoke.

(F) Commercial Water Service (Greater than 2 inches)

(1) The Contractor shall install water service line from the main to the new water meter location and continue to a point after the existing water meter location. This point of connection shall be a maximum of 10 feet from the existing meter location. The Contractor is to furnish and install gate valve and Pressure Regulating Valve (PRV) after meter vault. PRV shall be installed in accordance with the International Building Code as adopted by the City. All commercial service lines shall be a minimum of 4 inch Class 350 Ductile Iron Pipe in accordance with Section 610 of these specifications. The Contractor shall maintain a minimum of 4 feet of cover material over new water service line and may utilize existing in-situ material for backfill provided it meets the project specification. The Contractor shall supply all necessary material for commercial water service installation including a customer shutoff valve and PRV, in an accessible vault per COP GES Detail 321Q at the new meter vault location and include all appurtenant fittings to connect to existing service line.

(2) The Contractor shall be required to distribute written notices approved by the Engineer to all customers 24 hours in advance of proposed private service line reconnection work.

(3) Existing improvements disturbed by the Contractor shall be restored in "like kind" to the satisfaction of the Engineer. No extra payment will be made for restoring existing improvements in

"like kind" to include concrete walkways, retaining walls, landscape improvements, etc. It shall be the Contractor's responsibility to review existing water meter location and points of service line connection locations and ascertain all work including existing improvement restoration costs to perform the service line connection work as specified.

(4) Measurement and Payment for commercial water service shall be at the applicable unit bid price in the bidding schedule and shall include piping, customer shutoff valve, PRV and vault, including all appurtenant fittings and existing improvement restoration work as required.

(G) Traffic Rated Concrete Meter Box

(1) Meter boxes located within traffic areas shall be Christy model B1324 by Christy Concrete Products or approved equal.

(2) Pre-cast concrete meter boxes shall have H-20 loading and be constructed of high density reinforced concrete with a minimum compressive strength of 4,000 psi. Covers to be furnished with the boxes shall be a steel checker plate, H-20 loading, and lid.

610.16 MEASUREMENT AND PAYMENT

REMOVE item (E) in its entirety.

SECTION 611: WATER, SEWER AND STORM DRAIN TESTING

611.2 FLUSHING AND HYDROSTATIC TESTING

REMOVE the first and second paragraphs and REPLACE with the following:

Water lines, fire lines and force mains, including all fittings and connections to the water mains shall be tested for water tightness by subjecting each section to hydrostatic testing in accordance with applicable provisions of AWWA C600, except as modified below, and the City Water Line Testing and Acceptance Procedures, and shall consist of pressure testing and allowance testing.

Testing shall be performed by the Contractor and shall be witnessed by the Engineer for approval.

Payment for testing of water mains shall be included in the unit bid price for water main construction.

611.3 DISINFECTING WATER MAINS

ADD the following:

Water main and services shall be disinfected in accordance with Section 611 of these specifications and the City Water Line Testing and Acceptance Procedures. The City shall perform the sampling for bacteriological and residual chlorine testing. The Contractor shall notify the City 24 hours in advance to coordinate disinfection testing.

All valves in the lines being disinfected shall be opened and closed several times during the 24 hour period of disinfection.

Payment for disinfection of water mains shall be included in the unit bid price for water main construction.

611.4 SEWER LINE TESTING

ADD the following to the first paragraph:

Force mains shall be pressure tested at a minimum of 50 psi above the maximum design working pressure for 2 hours in accordance with AAC R18-9-E301, 4.01.

ADD the following to (A) Low Pressure Air Test:

Sanitary sewers shall be low pressure air tested in accordance with ADEQ Engineering Bulletin 11, Chapter IV and in accordance with the Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(2)(j)(i). 100 percent of the total length of pipe shall be tested.

ADD the following to (C) Deflection Test for HDPE and PVC Pipe:

100 percent of new sewer main construction, regardless of pipe material shall be deflection tested in accordance with the following:

(1) The pipe section to be tested shall be cleaned free of dirt, sand, water, or other foreign materials.

(2) Backfill and compaction will have been completed prior to testing. Initial tests may be done immediately upon completion of the first reach of pipe for each diameter to ascertain if the Contractor's means, materials and methods are producing the desired quality within permissible tolerances.

(3) Final acceptance mandrel pull shall be no sooner than 30 days after backfill and compaction unless authorized by the City.

(4) Test mandrels shall be solid sleeve or cage type with outside diameter and type of pipe permanently and clearly identified on the mandrel body. Worn, damaged or deformed mandrels will not be allowed. The mandrel shall have a cable attached at each end to enable removal if it becomes stuck.

(5) For acceptance, the mandrel must pass through the entire section between manholes or other structures in one pass when pulled by hand, without the use of excessive force. All testing shall be witnessed by the Engineer or the Engineer's authorized representative and the Engineer reserves the right to order additional tests in excess of 20 percent of new main installed.

(6) Any section of the installation which fails to pass the deflection test will be repaired and retested.

REMOVE item (D) in its entirety and REPLACE with the following:

(D) Closed Circuit Television Inspection

(1) Description

This section defines the requirements for internal television inspection of the sewer main and service laterals after they have been installed for all new construction and shall include the connection point to the existing system. The Contractor shall inspect the sewer interior using a color Closed Circuit Television (CCTV) camera and document the inspection on video with audio location and date information, video title information and hard copy inspection logs.

Upon completion of sewer main rehabilitation, the Contractor shall perform CCTV inspection for 100 percent of the newly rehabilitated sewer main to provide a video record and associated written report to become the property of the Engineer. The Engineer shall be notified a minimum of 48 hours in advance of proposed scheduled sewer camera inspection, so the Engineer may witness the video recording. Any inspection completed without the Engineer witnessing will not be accepted.

(2) Submittals

(a) The Contractor shall submit samples of main and lateral (if separate) inspection logs and reports for approval in accordance with MAG Specification and COP Supplement 105.2.

(i) The Contractor shall be responsible for modifications to the Contractor's equipment and/or inspection procedures to achieve report material of acceptable quality. No work shall commence prior to approval of the material by the Engineer. Once accepted, the report material shall serve as a standard for the remaining work.

(ii) The Contractor shall maintain a copy of all inspection documentation (reports, DVD, etc) for the duration of the work and warranty period.

(iii) Mainline inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, name of owner, time of day, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, compass direction of viewing, lateral identification and clock position, direction of camera's travel, pipe depth, name of operator and footage counter reading at the beginning and end of each manhole-to-manhole pipe segment. Report shall identify any deficiencies observed.

(iv) Video of sewer mainlines shall at a minimum include the following information: project title, time of day, pipe material, line size, compass direction of viewing, direction of camera's travel, and footage counter reading continuously through-out each manhole-to-manhole pipe section. The video shall pause at and identify all observations.

(v) Service lateral inspection reports shall be provided by the Contractor and shall show all observations, at a minimum: project title, time and date, property address of service, manhole-to-manhole pipe section, pipe segment length, pipe material, line size, direction of camera's travel, name of operator and footage counter reading at the beginning and end of each service. Report shall identify any deficiencies observed.

(vi) Video of sewer lateral shall show, at a minimum: project title, street address, time and date, pipe material, line size, direction of camera's travel, and counter reading at the beginning and end of each service. The video shall pause at and identify all observations including the connection point to the existing service line.

(b) The Contractor shall supply finished video recordings upon completion of sewer construction. 4 sets of the videos (DVD) and reports shall be submitted to the City.

(3) Equipment

(a) Cameras: For inspection of sewer, the camera shall be equipped with a rotating head, capable of 90 degree rotation from the horizontal and 360 degree rotation about its centerline. Minimum camera resolution shall be 400 vertical lines and 460 horizontal lines. The camera lens shall not have less than 140 degree viewing angle and shall have automatic or remote focus and iris controls. The focal distance shall be adjustable through a range of from 2 inches to infinity. Camera(s) shall be intrinsically safe and shall be operative in 100 percent humidity conditions. Lighting intensity shall be remote controlled and shall be adjusted to

minimize reflective glare. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewer.

(b) Recording Media: Video recordings of all sewer line inspections shall be made on DVD. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Each video shall be identified with labels showing the Owner's name, Contractor's name, Engineer's name and each manhole-to-manhole pipe segment of sewer line represented on the video. Each video shall be submitted at the completion of the project for records.

(c) Footage Counter: A footage counter device which measures the distance traveled by the camera in the sewer device shall be accurate to plus or minus 2 feet in 1,000 feet.

(d) Depth Gauge: The camera shall be fitted with a depth gauge to identify sags present in the main lines. The gauge shall have ¼ inch increment markings to measure the depth of the pipe sag. The depth of the sag and location shall be noted as an observation and recorded on the report.

(e) Video Titling: Video recording equipment shall include genlocking capabilities to the extent that computer generated data, (i.e. footage, date, size, etc) as determined by the City can be overlaid onto video, and both indicated on the television monitor and permanently recorded on the inspection video recording.

(4) Flow Control

(a) Flow control is required for TV inspection and for sewer line rehabilitation. Limited sewage flow, as defined below, is acceptable for TV inspection.

(b) Depth of flow shall not exceed 40 percent of pipe diameter as measured in the manhole when performing television inspection.

(c) Bypass pumping, if required, shall conform to the requirements of COP Supplement 200.2 and shall be incidental to CCTV Inspection.

(5) Inspection Methods

(a) The Engineer and the City's Wastewater Collection Representative shall have access to observe the video monitor and all other operations at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view.

(b) The Contractor shall physically measure and record on the inspection log, the length of each sewer reach from the centerline of its terminal manholes.

(c) The camera may travel through the sewer in either direction. Maximum rate of travel shall be 30 feet per minute when recording.

(d) The camera image shall be down the center axis of the pipe when the camera is in motion. The Contractor is required to provide a 360 degree sweep of the pipe interior, at points of interest, in order to more fully document the existing condition of the sewer. Points of interest may include, but are not limited to, defects, encrustations, mineral deposits, debris, sediment and any location determined not to be clean or part of a proper line installation and defects in the liner including, but not limited to, bumps, folds, tears, dimples, etc.

(e) The video and all inspection documentation should include the sewer line and manhole identifiers shown on the plans. After the rehabilitation of the sewer main is complete, the Contractor shall use the upstream manhole as the identifier in conjunction with the distance meter.

(f) The City will review videos and logs to ensure compliance with the requirements listed in this specification and contract documents. If the sewer line, in the sole opinion of the City, is not adequately clean, it shall be cleaned and re-inspected by the Contractor at no additional cost to the City. If the construction work, in the sole opinion of the City, has not been properly installed, it shall be reinstalled and re-inspected by the Contractor at no additional cost to the City.

Final acceptance of the project will not be granted until sewer line video results, including any re-inspection of deficient sewer main, meet the satisfaction of the Engineer and are in accordance with this section.

611.5 POST INSTALLATION INSPECTION OF NEW MAINLINE STORM DRAINS

REMOVE the first sentence of item (A) in its entirety and REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (DVD format only) of the new mainline storm drain pipeline.

REMOVE the last sentence of item (A) in its entirety and REPLACE with the following:

This video shall be provided to the Engineer for review and approval prior to the Contractor being allowed to place the first lift of pavement over the storm drain line.

611.6 PAYMENT

REMOVE the second paragraph in its entirety and REPLACE with the following:

All low pressure air, hydrostatic, and deflection testing shall be considered incidental to the unit price bid for sewer main installation and no additional payment shall be made for these items.

Measurement and payment shall be for the complete work of Sewer CCTV inspection at the unit price in the bid schedule. All cleaning and bypass pumping required for a clear and complete CCTV inspection shall be incidental to the cost of video inspection.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 612: TEMPORARY WATER MAINS (FLY LINES)

612.1 DESCRIPTION

This section describes the requirements and procedures for the installation, testing and maintenance of temporary water main systems where required to maintain service to customers during the shutdown or removal of existing City water mains for new construction. *All* existing water services shall be moved to the temporary main so that customer service interruptions are avoided.

(A) Materials: All pipe valves, fittings, hose and connections furnished by the Contractor shall be of good quality, clean, meet National Sanitation Foundation (NSF) Standard 61 requirements for potable water. The City shall be the final arbiter if any questions arise regarding the suitability of any materials to meet these criteria. Previously used pipe that has been used in sanitary sewer, force main or effluent applications is specifically NOT allowed, regardless of any disinfection procedures or results submitted.

Temporary mains 6 inches or greater shall be constructed of HDPE solid wall pipe conforming to AWWA C906 with a minimum DR ration based on 150 psi. Higher rated pipe may be required based on analysis of the City water system for the construction area.

Temporary mains less than 4 inches may be constructed of either HDPE or PVC with the appropriate pressure rating for system and testing pressures.

(B) Installation and Protection: The temporary line may be installed above grade as necessary to facilitate the construction of new waterline. The temporary pipe shall be installed in such a manner that it will not present a hazard to vehicle traffic or pedestrians and will not interfere with access to homes, businesses and driveways along its route. Cover plates shall be installed as necessary. Where installed at driveway or street crossings the line shall be protected from traffic loads and displacement. During seasons with potential for freezing the lines shall be insulated to the degree necessary to prevent damage to the line or fittings and to maintain service.

Valves shall be installed at the beginning and end of the temporary line and at 300 foot intervals, or as directed by the City. The use of pressure reducing valves for individual service connections may be required as directed by the City.

All temporary piping, fittings and service connections shall be furnished, installed and maintained by the Contractor for the duration of the construction. The Contractor shall make connections to a water source designated by the City or as shown on the plans. Alternative connection points may be considered by the City.

(C) Testing

(1) Disinfection and Testing: The Contractor shall be responsible to disinfect all pipe, connections and fittings in accordance with MAG Specification 611.3. Disinfection of the line, if not connected to the City's existing system at either end, may be treated as a closed vessel for purposes of the disinfection period and combined with the pressure test. If the temporary line is connected to the City's existing system the line shall be disinfected, flushed and then pressure tested after a bacteriological sample is obtained and tested.

(2) Pressure Testing: All temporary water mains shall be pressure tested to ensure integrity of the system supplying water to the City's customers. Test pressure shall be a minimum of 50 psi over normal system operating pressure for the area served by the temporary line and shall be maintained for 2 hours. Pressure test results should be provided to the Inspector responsible for the project. A single length of HDPE line with no joints will not require a pressure test.

(3) Bacteriological Testing: Following disinfection, pressure testing and flushing of the temporary line, the Contractor shall obtain water samples from the line and submit to a certified laboratory for bacteriological testing. Results shall be provided to the Inspector responsible for the project. The City's Utility Engineer will review test results prior to connection of existing customers to the temporary line.

(D) Maintenance and Repairs

(1) Maintenance: Following acceptance of the temporary system as a potable system by the City, the Contractor shall maintain continuous service through the temporary piping to all customers normally served both directly and indirectly by the pipe line. Once the temporary pipe has been accepted, the Contractor shall request the City to shut down the existing system piping and the Contractor shall remove the existing system piping in conflict with the new mains or as shown on the project plans.

Upon completion of the work, the Contractor shall remove the temporary piping and appurtenances and shall restore all ground surfaces and water service connections to the satisfaction of the City.

(2) Repairs: If repairs to temporary piping are necessary the Contractor shall make such repairs in a timely manner as directed by the City. If progress in making repairs is inadequate, as determined

by the City, or in the event of an emergency, the City may take immediate corrective measures, which may include the performance of repair work by City forces or another contractor. All costs for corrective measures shall be borne by the Contractor.

(3) Fire Hydrants: Fire hydrants not on the temporary main that are taken out of service shall be covered with a bag to be easily recognized as being out of service until they are removed or until they are brought back into service. The Contractor shall notify the City Fire Marshal and the Water Operations Division of any fire hydrants that will be taken out of service.

(E) Measurement and Payment: Measurement for the installation, testing and maintenance of temporary water mains shall be for each separate main installation.

Payment shall be made at the unit price contained in the bid schedule. Such payment shall be full compensation for furnishing and installing the pipe, fittings valves, adaptors, service connections, and all miscellaneous fittings, complete in place, standard details, and/or Temporary Water Main Plan submittal and approval, and shall include all costs of excavation, removal of obstructions, shoring, bracing, bedding, backfilling, compaction, maintenance of traffic, testing, disinfection, connections to existing mains and services, disposal of existing pipes and materials. Disposal of asbestos cement pipe, lead joints and other potential hazardous materials shall be disposed of in accordance with applicable Federal, State and local regulations and shall be considered incidental to the payment for Temporary Mains unless specifically identified in other bid items.

SECTION 615: SANITARY SEWER LINE CONSTRUCTION

615.2 MATERIALS

REMOVE in its entirety and REPLACE with the following:

Pipe used for sewer line construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by the special provisions.

HDPE pipe shall conform to MAG Specification 738. Vitrified clay pipe shall conform to MAG Specification 743. Polyvinylchloride (PVC) pipe and fittings shall conform to MAG Specification 745. Ductile iron pipe shall conform to MAG Specification 750.

(A) Sanitary sewer main construction shall be in accordance with all applicable standard details and MAG Specification 750. All sanitary sewer piping and fittings shall be ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal). Sewer pipe shall be furnished new in full lengths with manufacturer, class, rating and other pertinent information clearly marked on the barrel. All ductile iron sewer main shall be encased in polyethylene protective wrapping in accordance with MAG Specification 610.6 where called for on the plans or after the Contractor's testing of bedding and shading material is found to be corrosive in accordance with AWWA C105.

(B) Field cuts and taps of ductile iron pipe shall be re-coated with Protecto Coat 401, Series 431 Perma-Shield, (or approved equal) field kit in accordance with the manufacturer's recommendations.

(C) Where noted on project plans, mechanical joint or restrained joint, Class 350, ductile iron sewer main shall be installed 10 feet (minimum) each direction from water/sewer interface where vertical separation is less than 2 feet or until 6 feet of horizontal separation is attained per MAG Detail 404.

(D) The method of construction of manhole and sewer main replacements is of prime importance to the City. Maintenance of sewage flows is critical and shall be the responsibility of the Contractor. The

Contractor's construction schedule shall be phased as to allow for minimal pumping of sewage flows for manholes and sewer main under construction.

(E) Payment for sanitary sewer main will be at the applicable unit bid prices for sewer main, as shown in the bidding schedule and shall include all excavation, backfill and compaction in accordance with trench details and all materials necessary for installation of the new sewer main.

615.8 SANITARY SEWER SERVICE TAPS

REMOVE the last sentence of the fourth paragraph in its entirety.

ADD the following:

All new or replacement sewer services, and any existing sewer services disturbed during construction, shall be replaced to the location indicated on project plans with a new minimum 4 inch ASTM D3034 SDR 35 PVC or AWWA C151 Ductile Iron, Class 350, with an epoxy coating (Protecto Coat 401, Series 431 Perma-Shield, or approved equal) sewer pipe, backwater valve, manufactured wye, and appurtenances in accordance with COP GES Details 405Q, 414P, 440P-1, 440P-2 and 440P-3, except as modified herein.

If individual sewer service disruption is anticipated, the Contractor shall notify the property owner 24 hours in advance. Sewer service must be restored within 4 hours or some alternate means of sewage disposal provided to allow for the resumption of individual sewer service.

Payment for sanitary sewer service shall be at the unit price indicated on the bidding schedule for the sewer service installation, and shall include connecting each existing sewer service including all labor, material, equipment, removal of existing pipe, new pipe, coupling concrete reinforcement, new concrete encasement, fittings, by-pass pumping and other work required to connect the existing yard line service to the new sewer main.

615.10 MANHOLES

ADD the following:

(A) The Contractor is to provide to the Engineer a detailed written description of the method of construction for manhole and sewer replacement for each individual area of work. This should include, but is not limited to the following:

(1) Maintenance of sewage flows during construction and curing of concrete.

(2) Type of concrete for manhole bases (i.e. pre-cast, "high-early", etc.)

(3) Method of curing concrete (i.e. protection against freezing, development strength before barrels and cones are set, etc.)

(4) What steps will be taken to ensure the grade around the manholes will not sink when complete (i.e. compaction testing, special base preparation, etc.)

Sanitary sewer manholes shall be constructed per COP Supplement 625.

SECTION 618: STORM DRAIN CONSTRUCTION

618.1 DESCRIPTION

ADD the following:

Work under this item shall be in accordance with COP Supplement 601 and as modified herein.

REMOVE the second paragraph in its entirety.

618.2 MATERIALS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Pipe used for storm drain construction, including specials, joints, and gaskets, shall be according to the following sections, or as modified by special provisions.

The concrete pipe, HDPE pipe, corrugated metal pipe (CMP), specials, joints, gaskets, and testing shall be according with MAG Specifications 621, 735, 736 and 738, except as specified below or as modified by special provisions.

ADD the following:

All CMP shall have $2^{2}/_{3}$ inch x ½ inch corrugations with a minimum gauge of 14. Steel lined or paved CMP will not be allowed.

(1) Rubber Gasket Joints

All joints for CMP shall conform to MAG Specification 621.3.1 and shall be watertight.

618.3 CONSTRUCTION METHODS

REMOVE the first paragraph in its entirety and REPLACE with the following:

Excavation, bedding, backfilling, and compaction of backfill and bedding of trenches shall be accomplished in accordance with COP Supplement 601 and MAG Specification 603 for HDPE pipe, or as modified by special provisions.

SECTION 625: MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1.1 Manholes

ADD the following:

Sanitary sewer manhole construction shall be in accordance with COP GES Details 420Q-1, 420Q-2, 421Q, 422Q, 423P-1, 423P-2, 426Q-1, 426Q-2 and 427Q.

625.1.2 Sanitary Drop Sewer Connections

ADD the following:

Sanitary sewer drop connections shall be constructed per COP GES Detail 426Q-1.

625.2 MATERIALS

REMOVE the second paragraph in its entirety and REPLACE with the following:

Brick shall not be used for maintenance and adjustment of the existing sanitary sewer manhole or ring and cover.

REMOVE the seventh paragraph in its entirety and REPLACE with the following:

Manhole steps, where approved by the City shall be in accordance with COP GES Detail 412Q. Plastic manhole steps shall conform to OSHA and ASTM C487 requirements. The manufacturer shall furnish a written certification indicating conformance.

625.3 CONSTRUCTION METHODS

REMOVE in its entirety and REPLACE with the following:

625.3.1 Manholes

Manholes shall be constructed of precast concrete sections, frames and covers, in accordance with the standard details. The invert channels shall be smooth and semi-circular in shape, conforming to the inside of the adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve, having a radius as large as the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly.

Invert channels may be formed of concrete having a smooth mortared surface, or may be constructed by laying a full section of sewer pipe through the manhole and cutting out the portion of pipe above the floor after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smoothed and shall slope towards the channels.

Existing manholes shall be totally removed, including the bases, and disposed of by the Contractor. Existing rings and covers shall be salvaged and delivered to the City Wastewater Collection Yard located at 1505 Sundog Ranch Road. No separate payment will be made for removing manholes or salvaging manhole rings and covers. The cost of this item of work shall be included in the cost of manhole construction.

The excavation shall be made cylindrical to a diameter sufficient in size to permit sheeting if necessary and leave room that the precast concrete sections may be properly assembled.

Concrete foundations shall be Class A concrete and in accordance with the standard details and COP Supplement 505 for both poured-in-place and pre-cast bases. Cast-in-place concrete bases and inverts shall cure for a minimum of 72 hours, depending on concrete development strength before barrels and cones can be placed and before sewage flows across the inverts.

Frame and Cover: All machined surfaces on the frame and cover shall be such that the cover will lie flat in any position in the frame and have a uniform bearing through its entire circumference. Any frame and cover which creates any noise when passed over by automobiles shall be replaced. Frames shall be set in accordance with COP GES Detail 420Q-1.

Watertight Ring and Cover: Installation of watertight ring and cover shall be in accordance with COP GES Detail 420Q-1 as indicated on the plans. Watertight rings and covers shall be approved by the City prior to installation and cost shall be incidental to the manhole construction.

All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem in accordance with MAG Specification 220.1. The costs of special bedding and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.

Backfilling shall be done in accordance with the requirements for trench backfilling as stated in COP Supplement 601. Quality Control density testing shall be 1 test per 16 inches of fill, beginning at 2 feet above the crown of the pipe. A minimum of 2 density tests are required for each manhole. Each density test taken shall be in a different quadrant of the manhole as the previous test. If 4 tests are required, each quadrant shall have a density test.

625.3.2 Sanitary Sewer Drop Connections

Drop manholes that intercept existing mains (upper invert) shall not have a block-out for the pipe during the casting process. Said manholes shall be core drilled in place once the appropriate invert elevation has been verified in the field.

Core drilling shall not commence without approval from the Engineer.

The pipe shall be sealed at the penetration using a Link-Seal Modular Seal or approved equal.

(A) Internal Drop

(1) Internal drop systems shall be installed in drop manholes where indicated on the plan sheets and accordance with COP GES Detail 426Q-1.

(2) Internal drop systems shall be constructed using Reliner Inside Drop System as manufactured by Reliner/Duran Inc., or approved equal.

(3) Manholes with internal drop systems require Internal Manhole Coating, and shall have the protective coating installed and tested prior to the installation of the drop system. Manhole coating shall be in accordance with COP Supplement 626.1.

625.3.3 Sanitary Sewer Manhole Testing

All manholes installed shall be tested by exfiltration or by vacuum testing as determined by the City. Testing shall be per ASTM C1244-3 and in accordance with Arizona Administrative Code, Title 18, Chapter 9, Part E301(D)(3)(e).

Testing of sanitary sewer manholes is considered incidental to the price bid for manhole installation and no additional payment shall be made.

625.4 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement of manholes shall be per manhole installed, complete in place regardless of depth.

Measurement of drop manholes shall be per manhole installed, complete in place regardless of depth.

Measurement for internal drops shall be per drop installed, complete in place regardless of depth.

625.5 PAYMENT

REMOVE in its entirety and REPLACE with the following:

Payment for each accepted manhole installation shall be at the contract unit bid price in the bidding schedule and shall include all excavation, backfill, installation, grade ring adjustment, all necessary materials and testing for a complete manhole installation.

Payment for each accepted drop manhole installation shall be at the contract unit bid price and shall include all excavation, backfill, installation, internal coating, internal drop assembly, core drilling, grade ring adjustment, all necessary materials, and testing for a complete manhole installation

Payment for internal drop systems installed in existing manholes shall be at the bid unit price and shall include complete installation of the internal drop assembly, and internal coating in accordance with COP GES Detail 426Q-1 and all materials necessary for installation of the new drop sewer connections.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 626: MANHOLE COATINGS

626.1 DESCRIPTION

This section specifies the coating system used for the lining of the manholes as indicated on the drawings. The Contractor shall furnish all labor, materials and equipment required to clean, modify and coat the manholes. The Contractor shall comply with the local authority and all OSHA requirements for confined space entry. The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finish coating shall provide a watertight seal and shall adhere to all components of pipeline liner systems.

(A) Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960 and the following definitions:

(1) Dry Film Thickness (DFT): The thickness of one fully cured continuous application of coating.

(2) Field Coat: The application or the completion of application of the coating system after installation of the surface at the site of the work.

(3) Shop Coat: One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.

(4) Tie Coat: An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.

(5) Photochemically Reactive Organic Material: Any organic material that will react with oxygen, excited oxygen, ozone or other free radicals generated by the action of sunlight on components in the atmosphere giving rise to secondary contaminants and reaction intermediates in the atmosphere which can have detrimental effects.

(6) Volatile Organic Compound (VOC) Content: The portion of the coating that is a compound of carbon is photochemically reactive and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.

(7) Touch-Up Painting: The application of a paint on areas of painted surfaces to repair marks, scratches and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

(B) Quality Assurance

(1) References: This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

- ASTM D16-93 Standard Terminology Relating to Paint, Varnish, Lacquer and Related Products
- ASTM D3359 A-92 Standard Test Methods for Rating Adhesion by Tape Test
- ASTM D3960-92 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings

(2) Standardization: Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.

(C) Delivery and Storage

(1) Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life and special directions.

(2) Materials shall be stored in enclosed structures and shall be protected from weather and excessive heat or cold. Flammable materials shall be stored in accordance with State and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

626.2 MATERIALS

(A) The pre-approved coatings for the lining of manholes include: Sewer Shield Liner 150 as manufactured by Environmental Coatings, Mesa, Arizona; Sauereisen No. 210 as manufactured by Sauereisen, Inc., Pittsburgh, Pennsylvania; or Raven 405 as manufactured by Raven Lining Systems, Broken Arrow, Oklahoma. The coating color shall be approved by the owner.

(B) Primer shall be as recommended by the manufacturer for each application.

(C) Defect filler shall be as recommended by the manufacturer for each application. The coating shall contain no more than 20 percent filler, sand; no fiberglass fillers.

(D) Applicator Experience and Qualifications: The coating applicator must have a minimum of 2 years experience in applying either the specified coating or an equivalent coating and shall be certified as an applicator by the manufacturer. They shall submit a successful performance history for the application of either the specified coating or a similar coating in the wastewater industry:

(1) The coating applicator shall submit 3 references relating to the quality of workmanship performed on other projects using the same coating being proposed or an equivalent coating.

(2) The coating applicator shall be an Arizona licensed contractor with an AE License or equivalent.

(3) The coating contractor shall submit a manufacturer's certification to apply the coating specified herein for each applicator involved in the coating process.

(E) Product Data: Before materials are delivered to the job site, the Contractor shall provide the following information in accordance with these specifications.

(1) For the filler, primer and finish coating, the Contractor shall furnish a Material Safety Data Sheet (MSDS).

(2) For the filler and finish coating, the Contractor shall provide the manufacturer's application instructions, which shall include the following:

(a) Surface preparation recommendations

(b) Primer type, where required

(c) Maximum dry and wet mil thickness per coat

(d) Minimum and maximum curing time between coats, including atmospheric conditions for each

(e) Curing time before submergence in liquid

(f) Thinner to be used with coating material

(g) Ventilation requirements

(h) Minimum atmospheric conditions during which the coating shall be applied

(i) Allowable application methods

(j) Maximum allowable moisture content

(k) Maximum storage life

(3) List of materials proposed to be used under this section and manufacturer's data for each material.

626.3 COATING

(A) Coating products shall not be used until the City has inspected the materials and the coating manufacturer's technical representative has instructed the Contractor and the City in the surface preparation, mixing and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the Contractor.

(B) Field coats shall consist of 1 or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.

(C) All items of equipment, or parts and surfaces of equipment, which are immersed when in service, with the exception of pumps and valves shall have all surface preparation and coating work, performed in the field.

(D) Preparations

(1) Surfaces to be coated shall be clean and dry. Before applying coating or surface treatments, oil, grease, dirt, rust, loose mill scale, old weathered coatings and other foreign substances shall be removed except as specified. Oil and grease shall be removed before mechanical cleaning is started. Where mechanical cleaning is accomplished by blast cleaning, the abrasive used shall be washed, graded and free of contaminants, which might interfere with the adhesion of the coatings. The air used for blast cleaning shall be sufficiently free of oil and moisture to not cause detrimental

contamination of the surfaces to be coated. The Contractor shall examine all surfaces to be coated and shall correct all surface defects as required by manufacture before application of any coating.

(2) The Contractor shall protect the sewer from debris, overspray or any detrimental activity due to restoration of the manholes.

(3) Holes shall be filled using a grout as recommended by the coating manufacturer, and approved by the Engineer. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed, prior to application of the grout as recommended by the coating manufacturer and approved by the Engineer.

(4) After surface preparation is complete, all loose material shall be removed from the sewer and manholes.

(5) The Contractor shall repair all defects in the coating system where directed by the Engineer.

(6) Surface preparations for each type of surface shall be in accordance with the specific requirements of the coating system specification sheet (COATSPEC). The COATSPEC shall be supplied by the manufacturer.

(E) Application

(1) The surface of the installed coating will be cleaned and prepared to permit visual inspection by the Engineer. Any areas of the coating showing poor adhesion, excessive air inclusion or edge or seam defects shall be properly repaired and re-inspected.

(2) Coated surfaces shall be free from runs, drops, ridges, waves, laps and brush marks. Coats shall be applied so as to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC: The Society for Protective Coatings, Paint Application Specification No. 1. The SSPC Paint Application Specification shall be supplied by the manufacturer.

(3) The Contractor's equipment shall be designed for application of the materials specified. The coating shall be obtained with the proper thickness and surface characteristics as recommended by the coating manufacturer.

(4) Each coat shall be applied evenly and sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.

(5) Film Thickness and Continuity: Coating system thickness is the total thickness of the finished coats. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these specifications. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the City will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.

(6) Safety and Ventilation: Requirements for safety and ventilation shall be in accordance with SSPC Paint Application Guide No. 3. The SSPC Paint Application Guide shall be supplied by the manufacturer.

(7) Cleanup: Upon completion of coating, the Contractor shall remove surplus materials, protective coverings and accumulated rubbish and thoroughly clean all surfaces and repair any over spray or other paint-related damage.

(F) Testing

(1) Spark Testing: All coated surfaces shall be spark tested for holes. The spark tester used shall provide 14,000 volts. If pinholes are found, the Contractor shall repair the coating as recommended by the manufacturer and retest. All testing and repair work shall be at the Contractor's expense.

(2) Adhesion Testing: The Contractor shall perform an adhesion test after proper cure in accordance with ASTM D3359 to demonstrate that the specified field coatings adhere to the substrate. Test results showing an adhesion rating of 5A on immersed surfaces and 4A or better on all other surfaces shall be considered acceptable.

626.4 DEFECT REPAIR

The Contractor shall repair all defects in the coating system where directed by the Engineer.

Where unacceptable adhesion test results are obtained, the Contractor shall be responsible for removing and reapplying the specified coatings at no expense to the City.

626.5 WARRANTY

The coating applicator shall supply a minimum 5 year warranty, for the coating that has been approved through the submittal process. The coating applicator shall also supply a warranty from the coating manufacturer addressed to the City. The warranty shall state, at a minimum, that the coating is applied in accordance with the manufacturer's instruction and that the coating will not fail for a period of 5 years. The definition of coating failure is that blistering, cracking, embrittlement or softening of the coating is starting to occur.

All structural rehabilitation work performed by the Contractor shall be guaranteed against faulty workmanship and/or materials for a period of 2 years after final acceptance of work.

626.6 MEASUREMENT AND PAYMENT

Payment for manhole coating shall be per square foot as measured from the invert to the ring and cover. The unit price shall include by-pass pumping and all materials necessary for internal coating of manholes specified on the plan sheets.

SECTION 630: TAPPING SLEEVES, VALVES AND VALVE BOXES ON WATER LINES

630.3.1 General

ADD the following:

Valves shall be resilient wedge gate valves, Waterous 2500 series, Clow, Mueller, or equal, suitable for use in line and in wet tapping water mains in conjunction with tapping sleeves. Gate valves shall be mechanical joint except where flange joints are specifically detailed in project plans or where required for tapping sleeves and hydrant installation.

Valve blocking shall be provided on all valves in accordance with Quad City Detail 301Q. No separate payment will be made for valve blocking and the cost shall be included in the water main unit price.

Valve boxes shall be in accordance with COP GES Detail 391Q.

Debris caps shall be installed on all valves within project limits according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

The Contractor shall notify customers of scheduled water service disruption a minimum of 24 hours in advance of construction. Customers shall coordinate water shut-down with City Water Operations in accordance with Quad City Detail 103P.

630.3.2 Specific Valve Size Requirements

REPLACE item (A) with the following:

(A) Valves 2 inches through 12 inches:

REMOVE item (B) in its entirety and REPLACE with the following:

(B) Valves 14 inches and larger:

Valves shall be iron body resilient-seated gate valves in accordance with the latest revision of AWWA C515.

Valves shall be for operation in a horizontal position. The valve shall have bevel gears. The gears and stuffing box shall be enclosed in a watertight iron case, for operation in a buried location. The case shall be filled with grease at the factory.

By-pass valves shall be furnished and installed on each valve unless otherwise indicated on the approved plans. See Table 630-1 for by-pass valve sizes.

630.4 TAPPING SLEEVES AND VALVES

ADD the following:

The City Utility Operations shall be notified 48 hours in advance to schedule water main tap. If the Contractor is not ready for the tap at the scheduled time, the tap will be rescheduled. City crews will not remain on standby until the Contractor is ready for the tap. The rescheduled tap shall include a new 48 hour notification.

630.4.1 Tapping Valves

REMOVE the third paragraph in its entirety and REPLACE with the following:

Once the tap has been installed, the Contractor shall not operate the valve.

ADD the following:

Debris caps shall be installed on tapping sleeve valve according to MAG Detail 392 and shall be color-coded according to COP GES Detail 391Q. Debris caps shall be SW Services DC600 or approved equal.

630.5 BUTTERFLY VALVES

REMOVE item (A) and REPLACE with the following:

(A) 18 inches and larger:

REMOVE item (A) (1) in its entirety and REPLACE with the following:

(1) Valve body shall be of cast iron or ductile iron with connecting ends one of or a combination of flanged (short body) or mechanical joint.

REMOVE item (B) in its entirety and REPLACE with the following:

(B) 3 inches through 16 inches:

Butterfly valves shall not be used.

630.6 AIR RELEASE AND VACUUM VALVES

ADD the following:

(C) Air/vacuum release valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2.

(D) Combination Air Valves

(1) Air valves shall be standard combination style. Cast iron air valves shall comply with AWWA C512 except as modified herein. Valves shall be of the size shown and shall have threaded or flanged ends to match piping. Bodies shall be of high-strength cast iron, conforming to ASTM A126, Class B, or NSF 61 certified reinforced nylon. Floats of cast iron air valves shall be heavy stainless steel, suitable to withstand 1,000 psi external pressure. Seats of cast iron air valves shall be Buna-N. Other internal components of cast iron air valves shall be constructed of stainless steel, bronze, delrin, or cast iron as appropriate. Internal components for reinforced nylon valves shall be NSF 61 certified nylon, polypropylene, EPDM or NBR 70. Inlet and outlet ports for large orifice valves shall be baffled to prevent the action of high volume airflows from interfering with valve operations. Interior and exterior carbon steel surfaces shall be epoxy coated. Valves shall be designed for a minimum of 300 psi water working pressure, unless otherwise shown.

(2) Internal protective coatings shall be provided in accordance with AWWA C550.

(a) Liquid epoxy lining and coating materials shall be listed in the NSF Listing for Drinking Water Additives, Standard 61, certified for use in contact with potable water.

(b) The minimum dry film thickness for epoxy linings shall be 0.203 mm (0.008-inch or 8 mils). Liquid epoxy lining shall be applied in 2 coats in accordance with AWWA C210.

(3) Combination air valves shall be in accordance with COP GES Detail 317Q-1 or 317Q-2, unless shown otherwise. They shall have both large and small orifices in a single body. The large orifice shall serve to vent large quantities of air during filling operations and shall automatically open to relieve vacuum conditions. The small orifice shall vent small quantities of air under full line pressure that may become entrained in the system and collect at high points. Valves shall be APCO Series 140, Val-Matic Corp. Series 200, or equivalent

ADD the following subsection to 630.6 Air Release and Vacuum Valves:

630.6.1 Blow Off Installation

Blow off installation shall be in accordance with Quad City Detail 318P. The Contractor shall be required to provide Mega-Lug restraint for all joints for a distance specified per Quad City Detail 303Q-1 and 303Q-2.

630.8 MEASUREMENT

REMOVE in its entirety and REPLACE with the following:

Measurement will be by the unit each of the various kinds and sizes of valves, manholes, vaults, or tapping sleeves and valves, including valve boxes and covers, retrofit debris covers, air release valve assemblies, combination valve assemblies, and blow off assemblies.

630.9 PAYMENT

ADD the following:

Payment for valves, box and cover shall be per each at the unit bid price shown in the bidding schedule. Valves on tapping sleeves and hydrant installations shall be included in the appropriate bid item in the bidding schedule.

Debris cap specified on existing valves shall be incidental to the project work.

Payment for tapping sleeves shall be at the unit price bid in the bidding schedule and include the tapping sleeve, valve, box and cover, and all appurtenant fittings for complete assembly.

Payment for air release and vacuum valve installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for combination air valve assembly shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for a complete installation.

Payment for blow off installation shall be at the unit price bid in the bidding schedule and shall include all materials and appurtenant fittings as noted for complete installation. No extra payment shall be made for Mega-Lug restraint.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 650: ABANDONMENT AND REMOVAL OF WATER MAIN

650.1 WATER MAIN ABANDONMENT

(A) Abandonment of existing water main shall not commence until hydrostatic and disinfection test results for the new main have been accepted by the Engineer. The Contractor shall contact the Engineer a minimum of 48 hours in advance of abandonment activities to schedule City water crews to coordinate valve operation. Water customers affected by water service disruption due to water main abandonment shall be notified by written flyer delivered by the Contractor a minimum of 24 hours in advance of scheduled water service disruption. Scheduled water service disruptions are limited to a maximum of 4 hours.

(B) Abandonment of existing main shall include the removal of all valves, hydrants, and appurtenances within the reach to be abandoned. All valves and hydrants to be abandoned shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City

Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Removed materials not identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

At all locations indicated on the plans, a minimum of 4 feet of water main shall be removed capped and the appropriate thrust restraint installed.

Existing valves to be abandoned shall include removing the valve, valve box, and cover in its entirety. Abandonment of appurtenances located in any structure (manhole, vault, etc.) shall include the complete removal and proper disposal of the appurtenance and the structure.

Abandonment of valves, hydrants, and appurtenances shall include the installation of the requisite number of mechanical joint caps as necessary to seal all pipe remaining in place.

(C) Restoration for water main abandonment shall include excavation, backfilling, compaction and re-surfacing in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to water main abandonment.

650.2 WATER MAIN REMOVAL

(A) Removal of water main shall not commence prior to authorization from the Engineer.

(B) Water main removal shall include the complete removal of all existing water main, valves, hydrants, structures, and appurtenances within the reach as indicated on the plans. All valves and hydrants to be removed shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Water Operations facility, located at 1481 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new main installation.

(C) Removal of water main shall include excavation, backfilling, compaction, disposal and salvage in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

650.3 MEASUREMENT

Measurement for abandonment of water main and laterals shall be by the linear foot of pipe abandoned, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

Measurement for removal of water mains and laterals shall be by the linear foot of pipe removed, measured horizontally through valves and fittings. Hydrants, valves, fittings, vaults, services, and other appurtenances shall be considered incidental to water main abandonment.

650.4 PAYMENT

Payment for water main abandonment shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete abandonment. Pavement matching and surface replacement shall be incidental to water main abandonment.

Payment for water main removal shall be at the applicable unit bid price and shall include all work and appurtenant fittings necessary for complete removal. Pavement matching and surface replacement shall be

measured and paid accordance with COP Supplement 336. Any other restoration shall be considered incidental.

ADD the following section to Part 600- Water, Sewer, Storm Drain and Irrigation:

SECTION 651: ABANDONMENT AND REMOVAL OF SANITARY SEWER

651.1 SANITARY SEWER ABANDONMENT

(A) Abandonment of sanitary sewer shall not occur until all existing sanitary sewer services have been transferred to another main or lateral, and abandonment is approved by the Engineer.

(B) Abandonment of sanitary sewer shall include gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be abandoned.

(C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

(D) Restoration for sanitary sewer abandonment shall include all excavation, backfilling, compaction, and resurfacing in accordance with COP Supplement 601.

651.1.1 Sanitary Sewer Mains

(A) Abandonment of sanitary sewer mains shall include all gravity mains, laterals, and force mains, and shall be accomplished by pipe bursting or grout filling as indicated on the plans.

(1) Pipe bursting shall be performed using industry standard methods and equipment.

A pipe bursting plan including equipment used, means and methods shall be submitted and approved in accordance with Section 105.2 of these specifications prior to beginning bursting operations.

Valves shall be removed and disposed of prior to pipe bursting, and shall become property of the Contractor. All valves shall be properly disposed of in accordance with these specifications.

(2) Grouting shall be accomplished following industry standard methods, using a cement based grout to fill the void of the existing sanitary sewer main. The grouting material must have a minimum compressive strength of 100 psi and shall have flow characteristics appropriate for filling a sanitary sewer.

Injection of the grout material shall be done with sufficient pressure and injection locations to fill the existing sanitary sewer line. The method shall adequately provide for the removal and legal disposal of existing sewage in the lines and any pipe materials removed, and release of air from the system to facilitate proper abandonment.

A grouting plan including equipment used injection locations, grout mix design, and means and methods shall be submitted and approved in accordance with Section 105.2 prior to beginning grouting operations.

651.1.2 Manholes, Vaults and Wet Wells

(A) Abandonment of manholes, vaults, wet wells and other structural appurtenances shall include the complete removal of each structure within the reach to be abandoned as indicated on the plans.

(B) All items removed and not salvaged shall become property of the Contractor and properly disposed of in accordance with these specifications.

(C) Backfilling after removal shall be in accordance with COP Supplement 601.

(D) Pavement matching and surface replacement shall be incidental to sewer abandonment.

651.2 SANITARY SEWER REMOVAL

(A) Removal of sanitary sewer shall not commence prior to authorization from the Engineer.

(B) Removal of sanitary sewer shall include the complete removal of gravity and/or force mains, manholes, vaults, wet wells, and other appurtenances within the reach noted on the plans to be removed.

Existing sanitary sewer that is removed coincident with the installation of new sanitary sewer shall be considered incidental to the installation and shall not be measured or paid for under this section.

(C) Manhole frames, covers, vault access hatches, and clean-out frame and covers shall be salvaged to the City unless otherwise noted on the plans or special provisions. All salvaged items shall be delivered to the City Wastewater Collections facility, located at 1505 Sundog Ranch Road, and placed as directed by the Engineer. Materials not otherwise identified to be salvaged shall become the property of the Contractor and properly disposed of. Removed or salvaged materials shall not be used in new sewer installation.

(D) Removal of sewer main, laterals, or force main that tie into an existing manhole that is to remain in service shall include complete removal of the penetrating pipe and grouting the hole with lean, non-shrink grout. A water stop shall be used to ensure the integrity of the manhole.

The water stop proposed shall be submitted for review and approval prior to removal activities in accordance with Section 105.2 of these specifications.

(E) Removal of sanitary sewer shall include excavation, backfilling and compaction in accordance with COP Supplement 601. Disposal, salvage, and bypass pumping shall be considered incidental to sewer removal.

(F) Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

651.3 MEASUREMENT

Measurement for abandonment of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer abandonment.

Abandonment of manholes and wet wells shall be the number of each abandoned. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

Measurement for removal of sewer main, laterals, and force main shall be by the linear foot of pipe abandoned, measured horizontally through manholes, vaults, valves, and fittings. Valves, fittings, services, cleanouts, and other appurtenances shall be considered incidental to sewer removal.

Measurement for manholes and wet wells shall be the number of each removed. Vaults shall be considered incidental to sewer abandonment unless otherwise noted in the special provisions.

651.4 PAYMENT

Payment for abandoning sewer mains, laterals, and force main shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for abandoning manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be incidental to sewer abandonment.

Payment for removing sanitary sewer shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336 of these specifications. Any other restoration shall be considered incidental.

Payment for removing manholes and wet wells shall be made at the contract unit price. Said price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work. Pavement matching and surface replacement shall be measured and paid in accordance with Section 336. Any other restoration shall be considered incidental.

PART 700 – MATERIALS

SECTION 701: AGGREGATE

701.4 RECLAIMED CONCRETE MATERIAL (RCM)

REMOVE in its entirety and REPLACE with the following:

Use of Reclaimed Concrete Material (RCM) is not allowed.

701.5 RECLAIMED ASPHALT PAVEMENT (RAP)

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

SECTION 703: RIPRAP

703.1 GENERAL

REMOVE the second paragraph in its entirety and REPLACE with the following:

Aggregate shall be color-matched with adjacent landscape aggregate or as specified on the plans or in the special provisions, and approved by the Engineer. Payment for riprap shall include all work associated with providing color samples.

SECTION 710: ASPHALT CONCRETE

710.2.1 Asphalt Binder

REMOVE in its entirety and REPLACE with the following:

(A) The approved asphalt binder shall be either Performance Grade (PG) 64-22, PG 70-22, PG 70-22TR, or PG70-22TR+ asphalt conforming to the requirements of AASHTO M 320-09 Performance-Graded Asphalt Binder. The binder grade shall be as specified in the contract documents or as directed by the Engineer.

(B) The Engineer may review a request by the Contractor to change from the approved binder grade.

710.2.3 Reclaimed Asphalt Pavement (RAP):

REMOVE in its entirety and REPLACE with the following:

Reclaimed asphalt pavement (RAP) shall not be allowed.

710.3.1 General

REMOVE item (11) in its entirety.

710.3.2 Mix Design Criteria

ADD the following:

(A) The intent of this supplement is to use only ½ inch or ¾ inch Marshall or Gyratory Mix Designs within the specification unless specifically called out in the project specifications.

(B) The asphalt mix design shall be for high traffic volume, unless otherwise specified.

710.3.2.1 Marshall Mix Design

REMOVE item (5) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

(5) Tensile Strength Ratio: % Min.

Minimum percent requirement is changed to 75. A tensile strength ratio of 75 percent may require more than 1 percent mineral admixture.

REMOVE item (7) in Table 710-3 Marshall Mix Design Criteria and REPLACE with the following:

(7) Stability: pounds, Minimum

Minimum requirement is changed to 3500 for ½ inch mix and ¾ inch mix.

SECTION 725: PORTLAND CEMENT CONCRETE

725.1 GENERAL

ADD the following:

All Portland cement concrete placed under this contract shall be Class AA with a maximum water/cement ratio of 0.45.

ADD the following subsection to 725.1 General:

725.1.1 Adverse Weather Concreting

(A) Hot Weather Concreting: Hot weather is defined as any combination of high ambient temperature, low relative humidity, and wind velocity which would tend to impair the quality of fresh concrete. These effects become more pronounced as wind velocity increases. Since last minute improvisations are rarely successful, preplanning and coordination of all phases of the work are required to minimize these adverse effects.

(1) Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

(a) Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.

(b) Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

(c) Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

(2) As an absolute minimum, the Contractor shall ensure that the following measures are taken:

(a) An ample supply of water, hoses, and fog nozzles are available at the site.

(b) Spare vibrators are on hand in the ratio of 1 spare vibrator for each 3 in use.

(c) Pre-planning has been accomplished to ensure prompt placement, consolidation, finishing, and curing of the concrete.

(d) Concrete temperature on arrival should be approximately 60 degrees F and in any event shall not exceed 90 degrees F. The use of cold water and ice is recommended.

(e) The subgrade is moist, but free of standing water.

(f) Fog spray is utilized to cool the forms and steel. Under extreme conditions of high ambient temperature, exposure to the direct rays of the sun, low relative humidity, and wind, even strict adherence to these measures may not produce the quality desired and it may be necessary to restrict concrete placement to early morning only. If this decision is made, then particular attention must be directed to the curing process since the concrete will be exposed

to severe thermal stresses due to temperature variation; heat of hydration plus midday sun radiation versus nighttime cooling.

(B) Cold Weather Concreting: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

(1) When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.

(2) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

(3) Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

(C) Wet Weather Concreting: Placing of concrete shall be discontinued when the quantity of rainfall is such as to cause a flow or wash to the surface. Any concrete already placed and partially cured shall be covered to prevent dimpling. A construction joint will be installed prior to shut down.

(D) Replacement of Damaged or Defective Concrete: Upon written notice from the Engineer, all concrete which has been damaged or is defective, shall be replaced by the Contractor at no cost to the Contracting Agency.

(E) References

(1) ACI-305 Hot Weather Concreting

(2) ACI-306 Cold Weather Concreting

(3) ACI-308 Recommended Practices for Curing Concrete

(F) No separate payment shall be made for adverse weather concreting. The work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay item.

725.5 ADMIXTURES AND ADDITIVES

REMOVE the third paragraph in its entirety and REPLACE with the following:

Air entraining admixtures incorporated into the approved concrete mix design shall meet the requirements of ASTM C260. All Portland cement concrete shall contain 6 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at the time of placement. The air-entraining agent shall contain no chlorides. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement. Air entrainment in the concrete shall be tested in accordance with AASHTO T 152. Air entrainment shall be tested at time of sampling in accordance with ASTM C143 and C231 respectively. The cost of this testing shall be the responsibility of the Contractor.

725.8.1 Field Sampling and Tests

REMOVE the fourth paragraph in its entirety and REPLACE with the following:

The slump of Portland cement concrete shall be tested in accordance with the requirements of AASHTO T 119, ASTM C143 and ASTM C231 respectively. Concrete that does not meet the specification requirements as to slump shall not be used, but shall be removed from the job at no cost to the City. Slump tests shall be

taken in the field by a representative of the Contractor's Quality Control firm. The cost of this testing shall be the responsibility of the Contractor.

725.8.2 Concrete Cylinder Test:

ADD the following:

Concrete cylindrical specimens for compression tests shall be taken in the field by a representative of the Contractor's Quality Control firm in accordance with AASHTO T 141 and T 23. These samples will be tested for compressive strength in accordance to AASHTO T 22. Concrete samples will be taken in accordance with this section and MAG Specification 725.8.3, except as noted hereinafter. 1 set of not less than 4 cylinders per 50 cubic yards or ½ days pour shall be prepared and retained to verify compressive strength of the mixture. 1 cylinder shall be tested at 7 days and 2 at 28 days. The fourth cylinder shall be retained for up to 60 days. If the 28 day test does not meet the minimum strength requirement, cores shall be taken as provided herein and the cost of such will be the responsibility of the Contractor. Acceptance shall be based on minimum 28 day strength requirements. The cost of testing shall be the responsibility of the Contractor.

CITY OF PRESCOTT
Everybody's Hometown

Solicitation No. 25PW009



Statement of Qualifications for Job Order Contracting for Public Works Horizontal Construction Projects





Submitted by:

EARTH RESOURCES CORPORATION
"Building Our Future"

EARTH RESOURCES CORPORATION
300 S Latilla Ln • Dewey, AZ 86327
(928) 775 2795
https://ercarizona.com
Arizona Contractor's License No. 259019

June 19, 2025

City of Prescott
City Clerk's Office
201 North Montezuma Street, Suite 302
Prescott, Arizona 86301

RE: Solicitation No. 25PW009, Job Order Contracting for Public Works Horizontal Construction Projects

Dear Selection Committee Members:

Earth Resources Corporation (ERC) is pleased to submit our Statement of Qualifications (SOQ) for the referenced Job Order Contracting (JOC) program. You will find ERC prepared to be the City of Prescott's (City) contractor of choice to provide construction services for your JOC program, as we offer the City a highly qualified and dedicated team able to meet a diverse array of construction needs.

ERC is submitting our qualifications for, and is imminently qualified and prepared to undertake any assignment in each of the following categories of the City's JOC Program:

1) Pavement and Streets
2) Concrete and Minor Structures
3) Utilities
4) Grading and Drainage
5) Stormwater

ERC's extensive experience in each of these categories, as documented in this SOQ, is complimented and expanded by our unique ability to provide immediate responsiveness due to our specialized services and equipment unmatched by other contractors in our market. Having our own materials processing and recycling facilities and equipment, traffic control device inventory, and extensive fleet of production equipment enables for ERC to respond to any need rapidly and without relying on others for support. Nonetheless, we also partner with the highest quality local trade partners for specific scopes of work when necessary

ERC provides the City with:

- Extensive Public Works/Government project experience for such agencies as Prescott, Prescott Valley, Dewey-Humboldt, Chino Valley, Camp Verde, Lake Havasu City, Yavapai County, Yuma County, Gila County, Mohave County, YPIT, and ADOT.

- Extensive experience in private sector development and permitted work across disciplines essential to single/multiple family housing as well as a wide variety or retail and large commercial construction. We are knowledgeable and rigidly compliant with all local standards , procedures, and requirements.
- A focused and committed team led by ERC senior leadership personnel, and supported by an organization of 150 local employees, all within a 30-minute radius of Prescott.
- A record of on-time and within-budget performance that has generated extensive repeat work from public and private clients. ERC is particularly creative in value-adding options in collaboration with a wide variety of clients.
- A reputation for honesty, integrity, and having excellent relationships with clients, trade partners, suppliers, and design professionals.
- A performance record that has resulted in no contracts or subcontracts terminated nor had any claim or dispute resulting in arbitration or litigation.

Our team recognizes the commitments to staffing, responsiveness, and performance capabilities required to meet your needs. At ERC we understand that compliance with a JOC project criteria differs from "normal" contracting, and that successful performance of JOC projects requires a sustained commitment to the client's needs on a potentially loosely defined basis requiring flexibility. This is the nature of JOC, performing construction on a standby or on-call type approach. We are fully prepared to meet this commitment, having experience with nearly a half dozen similar contracts for both public and private clients.

We have reviewed the City's standard contract document and take no exception to the terms and conditions. ERC certifies that we maintain insurance coverages that meet or exceed the requirements presented in the RFQ. Upon award of the contract, ERC will promptly provide the required certificate(s) of insurance clearly documenting coverage limits and policy details in accordance with contract specifications. Further, ERC carries a $10,000,000 per project/$30,000,000 aggregate bonding capacity through our bonding company, Old Republic Surety Company, which exceeds the potential individual project and aggregate workload requirements of this contract.

Our team is available and committed to making sure the City of Prescott's JOC program is efficiently and effectively delivered in accordance with your needs. We look forward to continuing our working relationship with the City and participating in it's Job Order Contracting Program.

Sincerely,

Wyatt W. Orr
President
928-775-2795, x101
wyatt@ercarizona.com



Category 1

Pavement and Streets



A. General Contractor Information

Overview of the Contractor

Earth Resources Corporation (ERC) is a locally owned heavy civil contractor, founded in 1995, performing Asphalt Paving, Chip Sealing, Underground Utilities, Earthwork, Drainage, Concrete, Gravel Production, Custom Crushing, Traffic Control, and Demolition with its 150 plus personnel.

One of the leading civil contractors in northern Arizona, ERC has leveraged equipment, technology, and a motivated staff to become a competent firm grossing over $40 million plus annually and becoming a preferred provider of cost-effective and efficient construction services that provide best-value projects for government and private sector clients.

ERC Legal Organization

ERC has been incorporated as a Domestic For-Profit (Business) corporation (#7557585) through the Arizona Corporation Commission since 1995. Our corporate status is current and in good standing.

Applicable Licenses Held

ERC has been licensed by the Arizona Registrar of Contractors since 2009, and has never had a ROC complaint or investigation since licensure. Our license is current and in good standing.

License Type: KA Dual Engineering
License Number: 259019
Qualifying Party: Qualifying Party Exempt - held by the firm

In addition, ERC holds a Crushing & Screening General Permit from ADEQ.

Office Location

300 South Latilla Lane, Dewey, AZ 86327
Ph: (928) 775-2795 Fax: (928) 268-3487

B. Experience and Qualifications of the Contractor and Key Personnel

Understanding of the Purpose and Scope of the Pavement and Streets Category

The City is seeking Job Order Contractors to assist with delivery of paving and streets construction and maintenance programs. Projects delivered under this category may include asphalt paving, sealcoating including chip, micro, slurry, and crack seals, Polymer Modified Masterseal, pavement milling and removals, pavement markings, signage, guardrails, traffic signals and traffic control boxes. ERC understands each assignment has a maximum Job Order value of $2 million, with an aggregate annual maximum of $4 million.

All work performed under this category must comply with applicable city, county, and state standards, permitting, and regulatory requirements in addition to the requirements of any plans and special provisions provided. ERC is very familiar with these standards, including Maricopa Association of Governments (MAG) standards and specifications, City supplements to MAG, QUAD City standards and specs, MUTCD, and ADOT standards and specifications.

The assigned JOC is expected to provide effective preconstruction services, utility coordination, public outreach, maintain a safe and efficient work site, delivery a high-quality product on time and within budget, and



conduct a timely and thorough closeout process including delivery of warranties, O&M manuals, record drawings, unconditional claims release, and other such items as each Job Order may require.

Years of Experience, Technical Capabilities and Qualifications for Pavement and Streets

ERC team members are familiar with JOC concepts and philosophies, and have committed ourselves to supporting JOC programs for our clients. Over the course of our 15 years as a general contractor ERC has performed under numerous on-call and annual service contracts, which are nearly identical to JOC contracts, and currently serve the City of Camp Verde as one of their JOC contractors. ERC is unique in this market as we not only own all the equipment to provide the services under this category, we also have our own traffic control division and are able to produce many of the materials needed for these projects as well. We refer you to Section C for this category for additional capabilities and qualifications that make ERC stand out.

Comparable Pavement and Streets Projects

The following projects demonstrate ERC's capabilities and experience on pavement and streets projects requiring performance of multiple disciplines, and management of a variety of subcontractors and suppliers:

Project 1: Yavapai County Annual Chip Seals



Reference: Bert Miller, Yavapai County Public Works,
(928) 771-3183

Project Description: The work consisted of surface preservation and traffic control improvements on high-volume roadways throughout Yavapai County. These recurring annual projects, which ERC provided for over a decade, included the application of CRS-2P 3/8" chip seal across more than 2.5 million linear feet throughout the county. Over 250,000 gallons of fog seal placed to enhance bonding, durability, and water resistance of the chip-sealed surface, and over 3.3 million linear feet of pavement markings reconfigured and re-established per new traffic control design, or restored to original design to ensure consistent traffic guidance and regulatory compliance.

Project 2: Highway 89, Yavpe Connector to Whipple Parkway



Reference: Bert Miller, Yavapai County Public Works,
(928)771-3183

Project Description: The work consisted of milling and removal of 28,195 square yards of deteriorated asphalt surface, followed by placement of 5,619 tons of fiber-reinforced asphaltic concrete base using PG 70-22 TR+ binder, and overlaid 40,890 square yards with 1,330 tons of Asphalt Rubber Asphaltic Concrete Friction Course (AR-ACFC) to enhance durability, skid resistance, and noise reduction. Surface preparation included application of 2,820 gallons of SS-1H tack coat prior to base paving and 3,271 gallons for the AR-ACFC layer to ensure bonding between asphalt lifts. Re-established all existing pavement markings to maintain driver safety and regulatory compliance. ERC received a ride bonus for this project based on the quality paving performance.



Project 3: Cornville Rd., Tissaw - Beaverhead Flat Rd.

Reference: Walter Kent, Project Supervisor, ADOT, (928) 707-3130

Project Description: Performed shoulder widening and surface stabilization along multiple sections of Cornville Road to enhance roadway safety, drainage, and long-term durability. The project involved placing 5,101 tons of asphaltic concrete to construct new shoulders and applying 40,863 square yards of blotter material for immediate surface protection. Installed 251 linear feet of corrugated pipe ranging from 24" to 72" diameter to facilitate stormwater flow, along with eleven (11) reinforced headwalls (42"–78") to structurally support drainage points. Pavement safety was further improved with 130,862 linear feet of striping and traffic guidance markings. Erosion control included placement of 240 cubic yards of riprap at vulnerable slope areas.

Project 4: Dirt to Black, Poland and Bice Roads (Yavapai County)

Reference: Bert Miller, Yavapai County Public Works, (928) 771-3183



Project Description: Roadway reconstruction across 6,380 linear feet of Poland and Bice Roads. Included 3,462 cubic yards of roadway excavation, 17,778 square yards of subgrade preparation, 4,022 cubic yards of aggregate base, and 3,171 tons of 3-inch asphaltic concrete pavement. Drainage improvements included four (4) 48" corrugated metal pipes (CMPs) with grouted riprap embankment protection and cut-off walls, a 135-foot vented concrete low water crossing with four (4) 24" arch CMP barrels, a connected 8" thick concrete deck with side slopes, riprap apron, and dual 12" x 48" perimeter cut-off walls.

Project 5: Spring & Cornville Overlay (Yavapai County)

Reference: Bert Miller, Yavapai County Public Works, (928) 771-3183

Project Description: Resurfacing of 5,599 linear feet of Chittenden and Ghost Town Roads. Included a 2-inch asphaltic concrete overlay totaling 2,120 tons using a PG 70-10 binder, structural preparation of 11,685 linear feet of thickened pavement edge, adjusted 9 water valve box frames to grade, and pavement markings.

Proposed Key Personnel

The following key ERC staff members, all working out of our Dewey, AZ office, and residing within a 30-minute radius from the City of Prescott, are those anticipated to participate in this JOC program.



Patrick Hoffman, Senior Project Manager (Prescott)

Experience: 27 years project management & field, 17 years business ownership. Patrick began his career as a Contracts Administrator at Asphalt Paving and Supply (AP&S), where he progressed through roles such as Asphalt Plant Manager and General Superintendent, ultimately reaching the position of Vice President. Following his tenure at AP&S, Patrick owned and operated his own pavement maintenance business for 17 years, gaining valuable experience in the geotechnical field. Since joining ERC as a Senior Project Manager, Patrick has demonstrated exceptional expertise managing multiple projects, staff, and subcontractors. His responsibilities include scheduling and time management, cost tracking, quality control, materials ordering, and inventory management. Patrick's deep industry knowledge and leadership ensure the successful delivery of high-quality results across all areas of his work.

Notable Projects: Multiple paving projects for Yavapai County, COP Gurley Street, ADOT Houston Mesa Rd, Sealcoating crack filling & pavement marking private projects for over 17 years.





Michael Murphy, Chip Seal Superintendent/Paving Foreman (Prescott Valley)
Experience: 18 years of chip seal, sealcoating, and paving operations experience. Mike has extensive experience in chip seal and paving operations. His paving experience progressed from ground labor to operating rollers, running the screed, and ultimately serving as a top-side foreman. With 13 years of chip sealing experience, Mike has performed all key including kick broom, rolling, chipper operation, and currently serving as a chip seal supervisor. Mike's background also includes hands-on work in heavy civil operations, mobile equipment, underground utilities, and finish grading.
Notable Projects: Yavapai County Chip Seals, YC Highway 89 Paving, YC Cornville Rd, YC Dirt to Black



Dakota Naud, Superintendent (Dewey)
Experience: 9 years in paving, earthwork, and underground utility installation. Dakota has extensive experience working throughout Arizona and neighboring states on a wide range of civil construction projects with sizes ranging from small parking lots to major highway improvements. Currently serving as paving superintendent for ERC, Dakota's career path reflects his strong work ethic and leadership skills. His hands-on experience across diverse project types, combined with his ability to lead field teams effectively, ensures the successful execution of paving and site development operations for ERC's projects.
Notable Projects: YC Highway 89 Paving, Cornville Rd, YC Dirt to Black, Spring Overlay

C. Value Added Knowledge and Experience

ERC's Local Knowledge and Qualifications

ERC's project management and field teams have extensive familiarity with the unique geological profile of the Prescott region, which includes granite outcrops, expansive soils, and variable bedrock conditions. This knowledge enables us to plan accurately, mitigate excavation risks, and ensure structural integrity in foundations and underground utilities. Additionally, our familiarity with Prescott's semi-arid climate—including monsoonal rainfall, freeze-thaw cycles, and wildfire exposure risks—guides our scheduling, material selection, and erosion control practices to ensure durability and safety year-round.

ERC has worked extensively under municipal, county, and state guidelines, including those specific to the City of Prescott's codes and engineering standards. Our team is also well-versed in applying ADOT specifications where required and ensuring compliance with OSHA, ADEQ, and Stormwater Pollution Prevention Plans (SWPPP) applicable to construction within the Prescott area.

As a contractor rooted in Arizona, ERC is committed to serving Prescott with a keen understanding of the region's infrastructure needs and community standards. We maintain a local network of subcontractors and suppliers to promote cost-efficiency and quick mobilization. On all projects ERC ensures transparency, accurate scope development, and high-quality execution on every task order. Our 90+ acre process center support all ERC operations; self-performing crushing, mine pit operations that produce significant amounts of aggregates supporting our projects. ERC recycles used concrete/asphalt products into economical aggregate base course, a significant step toward being environmentally responsible. Our state-of-the art equipment shop and in-house team of highly skilled mechanics specializing in heavy machinery guarantee fast turnaround maintenance repair for our fleet of 300+ equipment and vehicles, minimizing unforeseen downtime or project delays.



ERC brings significant value to the Pavement and Streets category for a diverse number of reasons:

- ERC owns all equipment required for paving, including two pavers, two skid steers with mill heads, six double drum rollers, two tack wagons, one asphalt planer, windrow elevator, walk behind asphalt saw, and a shuttle buggy material transfer device.
- ERC has a great relationship with Vulcan Materials and completes over 60,000 tons of paving per year with Vulcan Materials, which permits for flexibility in start times, load times, and special needs for emergencies.
- ERC is highly familiar with establishing rolling patterns for proper compaction per MAG 321.8.4.
- ERC has worked with multiple testing firms over the years and has a great reputation for consistently producing quality asphalt installations.
- ERC owns and operates its own gravel pit and uses this facility to recycle aspahtl and concrete into MAG Spec ABC for use in pavement repair areas. Ownership of this facility permits ERC to access the rock products or recycling capability as necessary. ERC able to produce our own MAG standard chips for chip seal.
- ERC owns all the equipment required for chip seal including three boot trucks that are ADOT certified annually, two oil storage pup trailers, late model Bearcat Superchipper, four kick brooms, two 9-wheel rollers, pickup broom, and six tankers for hauling oil.
- ERC owns 15 dump trucks of varying sizes, which allows us to handle our own trucking needs depending on the needs of the project, or to use local subcontractors as needed.
- ERC has a crack fill & seal coat division with two dedicated trucks, a Sealmaster seal coater, and Crafco crack filler.
- ERC has a traffic control division which allows us to quickly set up a closure or detour in case of an emergency or changing conditions. ERC owns four traffic vehicles, two message boards, concrete jersey barrier, an attenuator w/arrow board, a set of remote control stop lights, multiple signs & devices, and concrete jersey barrier impact attenuator.
- ERC also has its own striping division for repairs or small projects. ERC stocks all colors of paint and can respond quickly to any needs. On larger street projects ERC uses TSI for pavement marking.

ERC's Specific Arizona Experience

In 15 years as a working, licensed contractor, ERC has completed multiple projects throughout AZ. In fact, only 3 of our projects have been outside AZ, and those were all short-term chip seal projects in CA, NV, and UT. In AZ we have completed projects for the City of Prescott, Town of Prescott Valley, Town of Dewey Humboldt, Town of Jerome, City of Cottonwood, Town of Camp Verde (Currently engaged in their JOC Program), Mayer Water Company, Yavapai County (both on bid projects & on call services), Gila County, Yavapai Prescott Indian Tribe, Arizona Department of Transportation, AZ Dept of Game & Fish, United States Forest Service, Hoamco, TriCity Property Management, and countless General Contractors & Developers.

ERC's Specific City of Prescott Experience

ERC has a long history of completing quality paving and streets projects for the City or Prescott. In our 15 years of experience, we have completed over a dozen paving and streets projects directly for the City, and another nearly 4-dozen commercial and private development projects within the City, complying fully with City standards and requirements. A sample of these projects includes: Bashford Court & Willis Reconstruct, Sundog Water Ops Paving, Snow Equipment Facility, Willow Lake & Prescott Lakes Parkway Intersection, Montezuma Street Reconstruction, Robinson Drive, Goodwin South Washington, Autumn Breeze, Prescott Zoo Parking Lot Reconstruction, Westwood Phases 5 & 6, Prescott Fire Center, Hiton Garden Inn, and many more.



Appendix – Category 1, Pavement and Streets

ERC Organizational Chart



ERC is organized in a non-traditional form that combines a matrix type organization into our hierarchy of positions led by our Owner and Chief Executive Officer, Wyatt Orr. This structure expedites communication and teamwork across the organization, ensuring that the right information gets to the right people when they need it in order to ensure continued performance excellence.

Additional Staff Bios



Chris Hellin, Striping Division Supervisor/Facilities Manager (Dewey)
Experience: 20 years heavy civil construction, 15 years chip seal expertise.
Chris began as an equipment operator and quickly progressed to master all mobile equipment associated with chip seal, including fog seal, crack seal, seal coating, hot oil applications, and striping. His expertise also extends to managing milling and paving operations, with proficiency in operating milling machines, pavers, Gannon tractors, rollers, and cold planners. He has demonstrated strong leadership in the field, interpreting construction drawings, aligning with client expectations, and ensuring adherence to Quality Control and Quality Assurance protocols in compliance with contract specifications. During off-seasons, Chris has overseen civil scopes of work across multiple projects, including underground utilities, piping, seeding, line proofing and testing, and grading operations.
Notable Projects: Yavapai County Chip Seals, YC Dirt to Black Bice Rd, Multiple Private Striping Projects





Brandi Pfohl, Traffic Control Supervisor/Safety Inspector (Prescott Valley)
Experience: 12 years traffic control including supervision, and chip seal operations. Brandi is experienced in all aspects of traffic control, including flagging, sign setup, and work zone management. As a certified Traffic Control Supervisor, she is able to implement complex traffic control setups for ADOT and Yavapai County, supporting chip seal, paving, and heavy civil construction projects. Brandi is skilled in managing lane closures up to 2 miles long, and overseeing job sites extending up to 4 miles in length. Brandi is skilled in reading and executing traffic control plans to ensure safe and efficient work zones.

Notable Projects: Yavapai County Chip Seals, YC Highway 89 Paving, YC Dirt to Black Bice Rd.



John Jordan, General Superintendent (Dewey)
Experience: 22 years of field operations management and supervision.
John is an experienced heavy construction Field Operations Manager with over 10 years of direct supervision experience. An expert in project start-up and execution, he is capable of managing multiple jobs simultaneously while overseeing a variety of employees, subcontractors, and suppliers. John exhibits excellent resource management capabilities, is a competent estimator, and has an excellent understanding of construction standards thus assuring compliance with all standards/specs. In addition to his project specific duties, John provides training to foremen and field staff to ensure their continued development.
Notable Projects: Viewpoint Drive Connector, Whispering Canyon Phases 6 & 7, Maverik Dewey



Todd White, Superintendent (Chino Valley)
Experience: 30 years as an equipment operator, supervisor, superintendent, and operations manager.
Todd is a highly experienced and knowledgeable professional whose technical knowledge has allowed him to successfully deliver a wide variety of projects, including road building, waterline rehabilitation, capital improvements, subdivision improvements, and intricate projects involving multiple government and regulatory entities. Todd is skilled at managing multiple projects simultaneously, ensuring that each one runs efficiently and effectively.

Notable Projects: COP Robinson Dr. Rehab., Town of PV Florentine, COP Dexter Neighborhood Small Water



Ryan Hawkins, Project Manager/ Assistant Estimator (Prescott Valley)
Experience: 14 years as equipment operator, superintendent, project manager and assistant estimator
Ryan's experience includes dirt work, chip seal, and paving operations, as well as traffic control design, implementation, and permitting, giving him a wide range of industry experience. He is responsible for overseeing small civil construction projects and supporting the operations from planning through to completion. In addition to project management duties, he assists with estimating small-scale projects preparing accurate cost estimates by analyzing project plans, scopes of work, and specifications. He works closely with suppliers, subcontractors, clients, and construction supervisors to ensure the success of each project.
Notable Projects: YC Chip Seals, YC Dirt to Black, YC 89 Mill & Pave



Current Projects with Other Government Agencies

Town of Dewey Humboldt - Annual Chip Seal: Installation of 5,082 square yards of 2-inch-thick MAG Specification Aggregate Base Course (ABC), totaling approximately 635 tons, across a 21-foot-wide roadway alignment between Sleepy Acres Lane and Beverly Hills Drive. Work includes grading, moisture conditioning, and compaction of the ABC to achieve required density and subgrade stability in preparation for future paving.

ADOT - Houston Mesa Road: Includes constructing asphaltic concrete paved shoulders, installing rumble strips, removing and replacing guardrail and cattle guards, extending culvert pipes, and completing pavement markings and signage along State Route 260 and Houston Mesa Road. A total of 6,729 tons of asphaltic concrete will be placed, with 1,247 tons completed to date.

ADOT - Williamson Valley Turn Lane: Involves the construction of new asphaltic concrete pavement for left-turn lanes in both northbound and southbound directions at the intersection of Williamson Valley Road and Stazenski Road. A total of approximately 1,177 tons of asphaltic concrete will be placed. The scope includes excavation, embankment, erosion control, pavement markings, signage, and related improvements to enhance intersection safety and traffic flow.



Earth Resources Corporation Center of Operations in Dewey, AZ



Additional Photos of ERC Projects and Capabilities



ADOT/ Town of Payson Houston Mesa Rd. Paving



Hwy 89, Yavpe Connector to Whipple Pkwy Paving



Cornville Rd., Tissaw - Beaverhead Flat Guardrail



Parking Lot Pavement Markings



Yavapai County Dirt to Black Night Paving Operation



Yavapai County Annual Chip Sealing



Additional Photos of ERC Projects and Capabilities



Yavapai County Outer Loop Paving



Prescott Valley, Glassford Hill and Long Look



Prescott Valley, Viewpoint Connector



Crack Filling



Yavapai County Spring & Cornville Overlay



Polymer Modified Masterseal



Category 2

Concrete and Minor Structures



A. General Contractor Information

Overview of the Contractor

Earth Resources Corporation (ERC) is a locally owned heavy civil contractor, founded in 1995, performing Asphalt Paving, Chip Sealing, Underground Utilities, Earthwork, Drainage, Concrete, Gravel Production, Custom Crushing, Traffic Control, and Demolition with its 150 plus personnel.

One of the leading civil contractors in northern Arizona, ERC has leveraged equipment, technology, and a motivated staff to become a competent firm grossing over $40 million plus annually and becoming a preferred provider of cost-effective and efficient construction services that provide best-value projects for government and private sector clients.

ERC Legal Organization

ERC has been incorporated as a Domestic For-Profit (Business) corporation (#7557585) through the Arizona Corporation Commission since 1995. Our corporate status is current and in good standing.

Applicable Licenses Held

ERC has been licensed by the Arizona Registrar of Contractors since 2009, and has never had an ROC complaint or investigation since licensure. Our license is current and in good standing.

License Type: KA Dual Engineering
License Number: 259019
Qualifying Party: Qualifying Party Exempt - held by the firm

In addition, ERC holds a Crushing & Screening General Permit from ADEQ.

Office Location

300 South Latilla Lane, Dewey, AZ 86327
Ph: (928) 775-2795 Fax: (928) 268-3487

B. Experience and Qualifications of the Contractor and Key Personnel

Understanding of the Purpose and Scope of the Concrete and Minor Structures Category

The City is seeking Job Order Contractors to assist with delivery of your concrete and minor structures construction and maintenance programs. Projects delivered under this category may include installation of sidewalks, driveways, ADA compliant handicap ramps, curb & gutter, catch basins, scuppers, head walls, box culverts, retaining walls, low water crossings, bollards and railing, masonry, and bridge and bridge abutment repairs. ERC understands each assignment has a maximum Job Order value of $2 million, with an aggregate annual maximum of $4 million.

All work performed under this category must comply with applicable city, county, and state standards, permitting, and regulatory requirements in addition to the requirements of any plans and special provisions provided. ERC is very familiar with these standards, including Maricopa Association of Governments (MAG) standards and specifications, City supplements to MAG, QUAD City standards and specs, MUTCD, and ADOT standards and specifications.



The assigned JOC will be expected to provide effective preconstruction services, utility coordination, public outreach, maintain a safe and efficient work site, delivery a high-quality product on time and within budget, and conduct a timely and thorough closeout process including delivery of warranties, O&M manuals, record drawings, unconditional claims release, and other such items as each Job Order may require.

Years of Experience, Technical Capabilities and Qualifications for Concrete and Minor Structures

ERC team members are familiar with JOC concepts and philosophies, and have committed ourselves to supporting JOC programs for our clients. Over the course of our 15 years as a general contractor ERC has performed under numerous on-call and annual service contracts, which are nearly identical to JOC contracts, and currently serve the City of Camp Verde as one of their JOC contractors. ERC is unique in this market as we not only own all the equipment to provide the services under this category, we also have our own traffic control division and are able to produce many of the materials needed for these projects as well. We refer you to Section C for this category for additional capabilities and qualifications that make ERC stand out.

Comparable Concrete and Minor Structures Projects

The following projects demonstrate ERC's capabilities and experience on concrete and minor structures projects requiring performance of multiple disciplines, and management of subcontractors and suppliers:

Project 1: City of Prescott Bashford Court



Reference: Craig Dotseth, Director, Prescott Public Works Dept., (928) 777-1130

Project Description: ERC constructed 1,019 linear feet of curb and gutter, 2,541 square feet of sidewalk, and 2,019 square feet of concrete driveway entrances. Placed 19,534 square feet of 6-inch-thick Portland cement concrete pavement throughout the parking and alley area. Constructed seven (7) 18-inch curb cut-in islands to improve traffic flow and delineation.

Project 2: Town of Prescott Valley Viewpoint Drive Connector



Reference: Public Works Department, Town of Prescott Valley, (928) 759-3000

Project Description: The work consisted of connecting Viewpoint Drive through vacant State Land Department Section No. 2 in Prescott Valley, Arizona, expanding the intersections of Manley Drive and Roundup Drive, and connecting to an improved Long Mesa Drive. The project included construction of two cast-in-place concrete box culverts - one 9-barrel box requiring 2,100 cubic yards of concrete placement, and one 3-barrel box requiring 785 cubic yards. Also included the placement of 9,980 linear feet of curb, 39,700 square feet of concrete sidewalk, 14 ADA-compliant sidewalk ramps, 1,210 square feet of concrete valley gutters, and 7,815 square feet of concrete driveway access. Additional scope included over 70,000 cubic yards of roadway and channel excavation, removal of 12,400 square yards of asphaltic concrete pavement, 11,000 tons of asphaltic concrete pavement, 5,000 linear feet of storm drain culvert from 12" to 72" in diameter, 1,500 linear feet of 12" water line, 500 linear feet of 18" sewer main, and 180 linear feet of 12" sewer main.



Project 3: Town of Prescott Valley Jasper Parkway



Reference: Rick Radovich, Prescor, (928) 830-4150

Project Description: ERC performed concrete flatwork and roadway edge improvements on Jasper Parkway from Santa Fe Loop south to E. Copper Hill Dr. The work included 9,988 linear feet of 6-inch vertical curb & gutter, 17,829 linear feet of sidewalk, 1,301 square feet of 6-foot-wide concrete valley gutter, eight sidewalk ramps, 14 large headwalls with handrail, and five curb inlet catch basins. Also installed 38,914sy of ABC base and new paving, along with signs and striping all performed by ERC crews.

Project 4: Starlight Drive, Sunset Lane to Bison Lane (Town of Prescott Valley)

Reference: Public Works Department, Town of Prescott Valley, (928) 759-3000

Project Description: Construct 3,000 linear feet of roadway improvements along the northbound lane of Starlight Drive, from Sunset Lane to Bison Lane. ERC self-performed the installation of 15,030 square feet of concrete sidewalk, 3,110 square feet of 6-inch driveway transitions over 6-inch ABC, 250 square feet of concrete apron, 2,150 linear feet of roll curb, 810 linear feet of vertical curb, and 48-inch storm drain headwalls, 3,400sy of pavement replacement, 26,700 square yards of fog seal, and street lighting.

Project 5: Viewpoint & Spouse Intersection (Town of Prescott Valley)

Reference: Public Works Department, Town of Prescott Valley, (928) 759-3000

Project Description: Work included extensive clearing and grubbing, roadway and channel excavation, removal of concrete driveways, signage, and other site features. The project also involves the installation of 1,800sf of custom retaining walls that were installed by ERC staff, new underground utilities including sanitary sewer lines, storm drain junctions, and water system components. Additional improvements include placement of aggregate base course, new concrete driveways and scuppers, sidewalks, curb & gutter, splash pads, spillways, new street lighting systems, and landscape restoration using decorative rock & hydroseeding.

Proposed Key Personnel

The following key ERC staff members, all working out of our Dewey, AZ office, and residing within a 30-minute radius from the City of Prescott, are those anticipated to participate in this JOC program.



Adam Larish, Concrete Superintendent (Spring Valley)

Experience: 10 years concrete and sitework experience, including supervision.

Adam is an experienced concrete and sitework professional specializing in sidewalks, driveways, ADA-compliant ramps, curb and gutter systems, small headwalls, retaining walls, and basketball courts. He is also proficient in both residential and commercial foundation work, including footings, stem walls, and slab construction. In addition, he is knowledgeable in basic masonry techniques. Adam brings 4 years of supervisory experience, ensuring efficient project execution and team leadership, and is dedicated to delivering high-quality, long-lasting results.

Notable Projects: Starlight Drive, Sunset Lane to Bison Lane, Yavapai County Low Water Crossings





Jarod Lowery, Concrete Supervisor (Chino Valley)
Experience: 15 years concrete field experience, 6 years as a foreman.
Jarod's heavy civil construction experience includes a strong background in concrete work, including sidewalks, driveways, ADA-compliant handicap ramps, curb and gutter, catch basins, headwalls, retaining walls, low water crossings, bollards, railings, and basketball courts.
Notable Projects: Town of PV Viewpoint & Spouse, Town of PV Annual Concrete Contract, 12 low water crossings for Yavapai County, 10 miles of highway curbing for ADOT in Clarkdale, and carpentry forming for the City of Prescott's Sewer Treatment Plant concrete team.



David Billingsley, Welding Supervisor (Prescott)
Experience: 20 years concrete field experience, metal fabrication.
David's experience includes the installation of 18,000 feet of safety rails on Loop 202 and comprehensive handrail systems along State Route 260, integrating sidewalks, ADA-compliant handicap ramps, catch basins, spillways, headwalls, and retaining walls. His expertise also extends to low water crossings, galvanized pipe work (including plasma cutting), rod iron panel fabrication, square tubing gates, custom storm drain grates, structural steel, and drainage infrastructure.
Notable Project: Town of PV Jasper Parkway, ADOT Loop 202, ADOT SR260



Gary Shurtz - Chief Estimator (Dewey)
Experience: 42 years field experience, estimating and supervision.
Gary brings a wealth of experience in the concrete construction field to the ERC team. Starting out as a construction superintendent, Gary later advanced into a project manager role, and ultimately into his current estimator role. Gary is highly skilled in plan reading, and is proficient in using a variety construction-related software programs for take-offs, concrete calculations, estimating and project management.
Notable Projects: Town of PV Starlight Drive, Town of PV Viewpoint Drive Connector, Town of PV Jasper Parkway

C. Value Added Knowledge and Experience

ERC's Local Knowledge and Qualifications

ERC's project management and field teams have extensive familiarity with the unique geological profile of the Prescott region, which includes granite outcrops, expansive soils, and variable bedrock conditions. This knowledge enables us to plan accurately, mitigate excavation risks, and ensure structural integrity in foundations and underground utilities. Additionally, our familiarity with Prescott's semi-arid climate—including monsoonal rainfall, freeze-thaw cycles, and wildfire exposure risks—guides our scheduling, material selection, and erosion control practices to ensure durability and safety year-round.
ERC has worked extensively under municipal, county, and state guidelines, including those specific to the City of Prescott's codes and engineering standards. Our team is also well-versed in applying ADOT specifications where required and ensuring compliance with OSHA, ADEQ, and Stormwater Pollution Prevention Plans (SWPPP) applicable to construction within the Prescott area.
As a contractor rooted in Arizona, ERC is committed to serving Prescott with a keen understanding of the region's infrastructure needs and community standards. We maintain a local network of subcontractors and suppliers to promote cost-efficiency and quick mobilization.



On all projects ERC ensures transparency, accurate scope development, and high-quality execution on every task order. Our 90+ acre process center support all ERC operations; self-performing crushing, mine pit operations that produce significant amounts of aggregates supporting our projects. ERC recycles used concrete/ asphalt products into economical aggregate base course, a significant step toward being environmentally responsible. Our state-of-the art equipment shop and in-house team of highly skilled mechanics specializing in heavy machinery guarantee fast turnaround maintenance repair for our fleet of 300+ equipment and vehicles, minimizing unforeseen downtime or project delays.

ERC brings significant value to the Concrete and Minor Structures category for a diverse number of reasons:

- ERC has its own concrete division with dedicated vehicles and trailers.
- ERC's staff has a combined 150 years of experience in all facets of concrete construction including all details and standards of construction. They are also familiar with cold weather practices, including additives to concrete, finishing procedures, and blanket placement, to ensure concrete cures properly and does not degrade.
- ERC has extensive experience with the Quad City details for all curbs types, ABC requirements below concrete, sidewalks, catch basins, handicap ramps, and dumpster pads.
- ERC owns the necessary demolition equipment for saw cutting and removing concrete to be replaced. This equipment includes compressors w/jack hammers, three hydraulic hammer hoes, four skid steers, and four smaller dump trucks for haul off.
- ERC stocks rebar, forms, expansion joints, truncated domes, and other concrete supplies at our yard, allowing us to be prepared for most concrete needs.
- ERC has our own welding shop and certified welder. They create their own catch basin grates, embeds for attaching metal to concrete, specialty bollards, metal gates, or hand rail
- ERC has standing accounts with all three local concrete suppliers, allowing flexibility to obtain concrete efficiently. We also have great relationships with several local concrete subcontractors, if needed for additional support work.

ERC's Specific Arizona Experience

In 15 years as a working, licensed contractor, ERC has completed multiple projects throughout AZ. We have completed projects for the City of Prescott, Town of Prescott Valley, Town of Dewey Humboldt, Town of Jerome, City of Cottonwood, Town of Camp Verde (Currently engaged in their JOC Program), Mayer Water Company, Yavapai County (both on bid projects & on call services), Gila County, Yavapai Prescott Indian Tribe, Arizona Department of Transportation, AZ Dept of Game & Fish, United States Forest Service, Hoamco, TriCity Property Management, and countless General Contractors & Developers.

ERC's Specific City of Prescott Experience

ERC has a long history of completing quality concrete and minor structures projects for the City of Prescott. In our 15 years of experience, we have completed over a dozen concrete and minor structures projects directly for the City, and another nearly 3-dozen commercial and private development projects within the City, complying fully with City standards and requirements. A sample of these projects includes: F.Y. 20/21 Concrete Replacement, F.L.A.P. Project, Willow Lake & Prescott Lakes Parkway Intersection, Montezuma Street Reconstruction, Lakeview, Robinson Drive, Goodwin South Washington, Hassayampa Repairs, Autumn Breeze, Westwood Phases 5 & 6, Canyon Aero Parking Lot Reconstruction & Concrete Additions, Panera Bread, Prescott Fire Center, Hiton Garden Inn, Meadows at Lynx Lake, and many more.



Appendix – Category 2, Concrete and Minor Structures

ERC Organizational Chart



ERC is organized in a non-traditional form that combines a matrix type organization into our hierarchy of positions led by our Owner and Chief Executive Officer, Wyatt Orr. This structure expedites communication and teamwork across the organization, ensuring that the right information gets to the right people when they need it in order to ensure continued performance excellence.

Additional Staff Bios



John Jordan, General Superintendent (Dewey)

Experience: 22 years of field operations management and supervision.

John is an experienced heavy construction Field Operations Manager with over 10 years of direct supervision experience. An expert in project start-up and execution, he is capable of managing multiple jobs simultaneously while overseeing a variety of employees, subcontractors, and suppliers. John exhibits excellent resource management capabilities, is a competent estimator, and has an excellent understanding of construction standards thus assuring compliance with all standards/specs. In addition to his project specific duties, John provides training to foremen and field staff to ensure their continued development.

Notable Projects: Town of PV Viewpoint Drive Connector, Town of PV Starlight Drive, Town of PV Annual Concrete Repairs





Todd White, Superintendent (Chino Valley)

Experience: 30 years as an equipment operator, supervisor, superintendent, and operations manager.

Todd is a highly experienced and knowledgeable professional whose technical knowledge has allowed him to successfully deliver a wide variety of projects, including road building, waterline rehabilitation, capital improvements, subdivision improvements, and intricate projects involving multiple government and regulatory entities. Todd is skilled at managing multiple projects simultaneously, ensuring that each one runs efficiently and effectively.

Notable Projects: COP 20/21 Concrete & Drainage Repair, COP F.L.A.P. Project, Town of PV Jasper Parkway

Current Projects with Other Government Agencies

Yavapai County - Low Water Crossings in Mayer: Construction of two MAG-standard low water crossings under our Yavapai County Operated Equipment contract. One site includes additional erosion control measures including installation of reinforced concrete cutoff walls and gabion baskets for slope stability and channel protection.

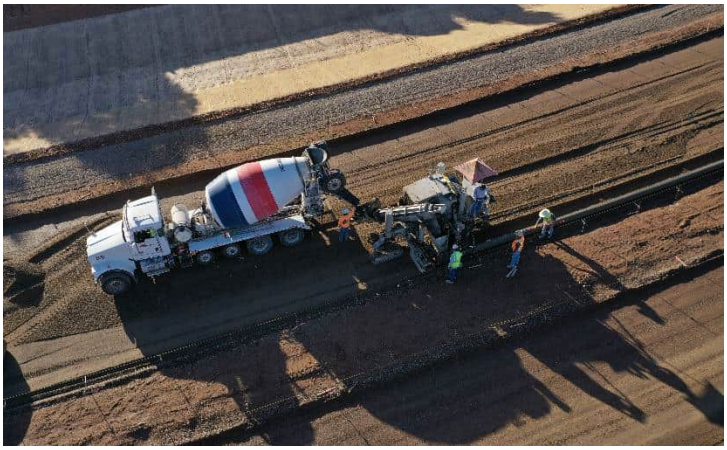
Town of Dewey - Hill Street & Kloss Avenue: Includes comprehensive street and drainage improvements on Hill Street from Humboldt Street to Kloss Avenue, and along Kloss Avenue from Hill Street to the eastern limit of curb installation. Prepared 2,710 square yards of subgrade for new pavement and sidewalk. Installed 4,771 square feet of 4-inch-thick concrete sidewalk and 1,620 linear feet of curb and gutter for improved pedestrian access, roadway definition, and stormwater control. Additional work includes drainage improvements such as ramps and stormwater features to manage runoff and protect nearby properties, as well as asphalt patching and roadway repair as needed.



Earth Resources Corporation Concrete/Asphalt Recycling Operation



Additional Photos of ERC Projects and Capabilities



Curb Slipforming for Viewpoint & Sprouse



Jasper Parkway Curb & Gutter Pour



Railing Installation on Headwall



Viewpoint & Sprouse Retaining Wall



Viewpoint Connector Box Culvert Floor Pour



Viewpoint Connector Box Culvert Outlet



Additional Photos of ERC Projects and Capabilities



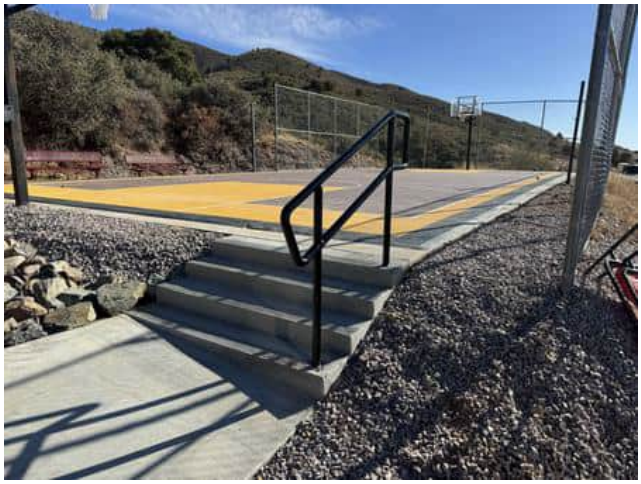
Sidewalk Installation



Handicap Ramp Installation



Typical Bollard Installation



Stairs with Railing and Basketball Court



Inlet Basin at ERAU Student Union



Concrete Junction Structure Forming



Additional Photos of ERC Projects and Capabilities



Town of Dewy/ Humboldt Basketball Court



Jasper Parkway Headwall



Custom Finished Driveway



Low Water Crossing



Curb and Gutter



Custom Concrete Vault



Category 3

Utilities



A. General Contractor Information

Overview of the Contractor

Earth Resources Corporation (ERC) is a locally owned heavy civil contractor, founded in 1995, performing Asphalt Paving, Chip Sealing, Underground Utilities, Earthwork, Drainage, Concrete, Gravel Production, Custom Crushing, Traffic Control, and Demolition with its 150 plus personnel.

One of the leading civil contractors in northern Arizona, ERC has leveraged equipment, technology, and a motivated staff to become a competent firm grossing over $40 million plus annually and becoming a preferred provider of cost-effective and efficient construction services that provide best-value projects for government and private sector clients.

ERC Legal Organization

ERC has been incorporated as a Domestic For-Profit (Business) corporation (#7557585) through the Arizona Corporation Commission since 1995. Our corporate status is current and in good standing.

Applicable Licenses Held

ERC has been licensed by the Arizona Registrar of Contractors since 2009, and has never had an ROC complaint or investigation since licensure. Our license is current and in good standing.

License Type: KA Dual Engineering
License Number: 259019
Qualifying Party: Qualifying Party Exempt - held by the firm

In addition, ERC holds a Crushing & Screening General Permit from ADEQ.

Office Location

300 South Latilla Lane, Dewey, AZ 86327
Ph: (928) 775-2795 Fax: (928) 268-3487

B. Experience and Qualifications of the Contractor and Key Personnel

Understanding of the Purpose and Scope of the Utilities Category

The City is seeking Job Order Contractors to assist with delivery of your utilities construction and maintenance programs. Projects delivered under this category may include installation of water mains and services, pump stations, water tanks, in-line valves, wastewater mains and services, wastewater treatment plants, lift stations, pipe Bursting, cured-in-place pipe (CIPP), conduit (electrical/communication), SCADA programming and interface, tank inspections (diving and ROV operations) and emergency repair services. ERC understands each assignment has a maximum Job Order value of $2 million, with an aggregate annual maximum of $4 million.

All work performed under this category must comply with applicable city, county, and state standards, permitting, and regulatory requirements in addition to the requirements of any plans and special provisions provided. ERC is very familiar with these standards, including Maricopa Association of Governments (MAG) standards and specifications, City supplements to MAG, QUAD City standards and specs, MUTCD, and ADOT standards and specifications.



The assigned JOC will be expected to provide effective preconstruction services, utility coordination, public outreach, maintain a safe and efficient work site, delivery a high-quality product on time and within budget, and conduct a timely and thorough closeout process including delivery of warranties, O&M manuals, record drawings, unconditional claims release, and other such items as each Job Order may require.

Years of Experience, Technical Capabilities and Qualifications for Utilities

ERC team members are familiar with JOC concepts and philosophies, and have committed ourselves to supporting JOC programs for our clients. Over the course of our 15 years as a general contractor ERC has performed under numerous on-call and annual service contracts, which are nearly identical to JOC contracts, and currently serve the City of Camp Verde as one of their JOC contractors. ERC is unique in this market as we not only own all the equipment to provide the services under this category, we also have our own traffic control division and are able to produce many of the materials needed for these projects as well. We refer you to Section C for this category for additional capabilities and qualifications that make ERC stand out.

Comparable Utilities Projects

The following projects demonstrate ERC's capabilities and experience on utilities projects requiring performance of multiple disciplines, and management of a variety of subcontractors and suppliers:

Project 1: Mayer Water District Water Line



Reference: Mayer Water District, Jerry Postema, (928) 632-4113

Project Description: The work consisted of approximately 4,390 linear feet of 6-inch C900 PVC water main throughout designated areas in the Mayer WID system. Trench excavation included rock removal where encountered, with subgrade stabilized as needed. Connected 41 residential services using 1-inch polyethylene tubing and installed three 1-inch air release valves. Placed 15 gate valves for flow control and installed concrete collars at all valve locations. Traffic control was managed using flaggers and off-duty officers to ensure public safety and access throughout construction.

Project 2: SR69 Dual Force Mains



Reference: Neil Wadsworth, Town of Prescott Valley,
(928) 759-3078

Project Description: Constructed a dual force main utility system to service a new residential development in Prescott Valley. Installed 11,196 linear feet of 6-inch DR 11 HDPE force main and 230 linear feet of 6-inch fully restrained epoxy-lined Class 350 DIP force main. Included DI-to-HDPE restrained coupling adapters and air release valve assemblies. A 12- inch SDR 26 gravity sewer line was installed over 11 linear feet to support the system's connection to the proposed lift station. Constructed two manholes, installed one check valve assembly, and placed a concrete apron for structural access. Additional scope included jack-and-bore installation of 340 linear feet of 16-inch steel casing, with another 340 linear feet installed by open cut. Installed riprap scour and erosion protection, and coordinated all utility work per ADOT specifications and inspection requirements.



Project 3: SR69 & SR169 Roundabout Utilities



Reference: Neil Wadsworth, Town of Prescott Valley, (928) 759-3078

Project Description: Relocated existing sanitary sewer and water lines to accommodate future roundabout construction at the Hwy 69/169 intersection. Installed 8-inch DIP sewer main with manholes and service stub-outs, and placed new 12-inch and 8-inch DIP water mains with associated valves, tees, bends, and thrust restraints. Work included clearing and grubbing, removals, erosion control, and casing installation using 24-inch steel pipe and bore pits.

Project 4: West Perkinsville, P1 (Town of Chino Valley)

Reference: Frank Mabury, Town of Chino Valley, (928) 636-3401

Project Description: Installed new water and sewer infrastructure for a Chino Valley residential development growth project. Scope included 1,500 linear feet of 18-inch PVC sewer line, 245lf of sewer services, five concrete manholes, 1,500lf of 18-inch DIP water main, and 308lf linear feet of 2-inch Schedule 80 PVC water services. Performed asphalt sawcutting, trenching, bedding, backfill, and compaction, and new roadway pavement section, installed a drop-sewer assembly, and coordinated all necessary utility connections. Project included erosion control and traffic control measures as needed for safe execution.

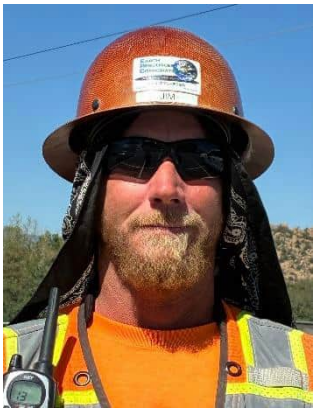
Project 5: Florentine Road Improvements (Town of Prescott Valley)

Reference: Heather Ruder, Town of Prescott Valley, (928) 759-3000

Project Description: Roadway and underground utility improvements along Florentine Road as part of a multi-phase capital improvement initiative. Improvements included 2,050lf of water mains, 3,450lf of storm drain, 1,070lf of sewer main, utility casing pipes, manholes, service laterals, new curb & gutter, sidewalks, 12,910sy of new roadway paving, adjustments and relocation of pull boxes and survey monuments. Installed pavement markings, object markers, and traffic signs. Performed traffic control, erosion control, revegetation, mailbox relocation, fencing, and final pavement restoration. Additional features included full compliance with SWPPP and quality control procedures throughout the project duration.

Proposed Key Personnel

The following key ERC staff members, all working out of our Dewey, AZ office, and residing within a 30-minute radius from the City of Prescott, are those anticipated to participate in this JOC program.



James Harding, Utilities Supervisor (Prescott)

Experience: 22 years of field operations

Jimmy has performed directional drilling, emergency response for damaged utilities, and demolition of underground infrastructure. He has extensive expertise working around live utilities in both heavy construction and residential settings. His background includes excavation, grading, utility installation and testing (new and existing systems), erosion control, and mass excavation for residential, commercial, public, and education projects. He has also overseen roadway shoulder widening and road preparation work. For the past 15 years, Jimmy has led crews as a supervisor, with a strong emphasis on safety and leadership. His early experience as a lineman for four years provides him with critical insight into overhead utility risk management.

Notable Projects: Copperfield Phase 1-4, Town of PV Florentine Rd, Town of Chino West Perkinsville Rd.





Marty McMains, Utilities Foreman (Prescott)
Experience: 29 years utilities field operations
Marty has extensive experience in underground utilities including water, sewer, and storm drain, as well as dry utilities. Starting out as a laborer he progressed to foreman with extensive work on residential subdivisions and commercial projects across Maricopa, Coconino, and Yavapai counties. Key projects include rebuilding 37 underground meter vaults and participating in waterline revitalization efforts. Additional experience includes equipment operation on dirt crews.
Notable Projects: Town of PV Florentine Rd., Town of PV SR69 & SR169 Roundabout Utilities, SR 69 Force Mains



Bryan Burkholder, Utilities Supervisor (Prescott)
Experience: 20 years heavy civil, utilities and site development field and supervision. Bryan's experience includes underground utility installation, including water, sewer, storm, and electrical systems. He has successfully installed catch basins, excavated retention areas, and led crews in complex infrastructure projects. Additional experience includes aggregate base crushing, tree removal, hydroseeding, and landscaping. His career reflects a strong work ethic, field expertise, and leadership capability.
Notable Projects: Mayer Water District Main Remove & Replace, Town of PV Florentine Rd, COP Bashford Court

C. Value Added Knowledge and Experience

ERC's Local Knowledge and Qualifications

ERC's project management and field teams have extensive familiarity with the unique geological profile of the Prescott region, which includes granite outcrops, expansive soils, and variable bedrock conditions. This knowledge enables us to plan accurately, mitigate excavation risks, and ensure structural integrity in foundations and underground utilities. Additionally, our familiarity with Prescott's semi-arid climate—including monsoonal rainfall, freeze-thaw cycles, and wildfire exposure risks—guides our scheduling, material selection, and erosion control practices to ensure durability and safety year-round.

ERC has worked extensively under municipal, county, and state guidelines, including those specific to the City of Prescott's codes and engineering standards. Our team is also well-versed in applying ADOT specifications where required and ensuring compliance with OSHA, ADEQ, and Stormwater Pollution Prevention Plans (SWPPP) applicable to construction within the Prescott area.

As a contractor rooted in Arizona, ERC is committed to serving Prescott with a keen understanding of the region's infrastructure needs and community standards. We maintain a local network of subcontractors and suppliers to promote cost-efficiency and quick mobilization. On all projects ERC ensures transparency, accurate scope development, and high-quality execution on every task order. Our 90+ acre process center support all ERC operations; self-performing crushing, mine pit operations that produce significant amounts of aggregates supporting our projects. ERC recycles used concrete/asphalt products into economical aggregate base course, a significant step toward being environmentally responsible. Our state-of-the art equipment shop and in-house team of highly skilled mechanics specializing in heavy machinery guarantee fast turnaround maintenance repair for our fleet of 300+ equipment and vehicles, minimizing unforeseen downtime or project delays.

ERC brings significant value to the Utilities category for a diverse number of reasons:



- ERC has an extremely experienced utility division with years of experience in Prescott. Several key staff have been involved with City projects over the last 30 years in multiple areas of Prescott. They have intimate knowledge of the geology and the existing line configuration.
- ERC has a large inventory of pipe, fittings, valves, and connections at our yard in Dewey. This allows for quick repairs, and the flexibility to keep a project on schedule without impact due to a parts delay.
- ERC owns a gravel pit that allows 24-hour access to back fill materials that meet all MAG and Quad City standards for pipe bedding & shading.
- ERC owns all the required equipment for installing or maintaining utilities, including 19 excavators (from 1.7 metric ton to 49 metric ton), eight loaders, eight backhoes, 12 trench rollers, eight water trucks, road plates, milling machines for T-topping asphalt patches per Quad City detail 200-Q1, 15 dump trucks for hauling in or out, five grizzly screens to ensure backfill meets Quad City standards for 3" minus, and a plethora of small tools for safe & efficient installation, such as all sizes of pipe clamps.
- ERC owns all the required testing equipment for water and sewer mains and is familiar with the ADEQ 4.1.1 and MAG 611 testing requirements. Equipment owned includes the proper mandrils, low air testing plugs, lines, and compressors for sewer line proofing. ERC also owns the bladders and testing apparatus for all manhole vacuum testing per ADEQ requirements. ERC owns four hydrostatic pressure testing pumps for water line testing and understands the required testing procedures for the City, including air gap testing and swabbing for repairs that are less than 20lf. ERC is also familiar with pressure loss with temperature fluctuations and how to protect a charged water main from freezing in the colder temps.
- ERC owns a hydrovac truck and trailer for potholing utilities, and has performed multiple projects for Civiltec, Dava & Associates, Lyon Engineering, and Granite Basin Engineering over the last 12 years to assist with identifying existing utility sizes and depths for new City construction projects. The hydrovac truck also has a jet rodder with multiple head configuration capable of flushing sewer mains or fixing blockages in an emergency.
- ERC currently maintains the Mtn Club Water system including any after-hours emergencies, and has several other on call emergency contracts in place for other customers in Yavapai County.
- ERC has the capability to provide as-built data through its GPS division to submit to an engineer of record for the preparation of as-builts for submission to obtain ADEQ Approval of Construction.

ERC's Specific Arizona Experience

In 15 years as a working, licensed contractor, ERC has completed multiple projects throughout AZ. We have completed projects for the City of Prescott, Town of Prescott Valley, Town of Dewey Humboldt, Town of Jerome, City of Cottonwood, Town of Camp Verde (Currently engaged in their JOC Program), Mayer Water Company, Yavapai County (both on bid projects & on call services), Gila County, Yavapai Prescott Indian Tribe, Arizona Department of Transportation, AZ Dept of Game & Fish, United States Forest Service, Hoamco, TriCity Property Management, and countless General Contractors & Developers.

ERC's Specific City of Prescott Experience

ERC has a long history of completing quality utilities projects for the City or Prescott. In our 15 years of experience, we have completed nearly a dozen utilities projects directly for the City, and another nearly 4-dozen commercial and private development projects within the City, complying fully with City standards and requirements. A sample of these projects includes: Cambell Sewer Rehab 3, On-Call Potholing Contract (4 yrs), Zone 39, Cliff Rose Water Line, Penn Alley, Willow Creek Water 14" Water Line, Dexter Neighborhood Small Water Mains, Lafferty Apts., Mtn Club Water Line Reconstruct & on call repair services, Potholing for local engineering firms for City projects, Lakeview, Robinson Drive, FedEx, Hiton Garden Inn, and many more.



Appendix – Category 3, Utilities

ERC Organizational Chart



ERC is organized in a non-traditional form that combines a matrix type organization into our hierarchy of positions led by our Owner and Chief Executive Officer, Wyatt Orr. This structure expedites communication and teamwork across the organization, ensuring that the right information gets to the right people when they need it in order to ensure continued performance excellence.

Additional Staff Bios



Hugh (Larry) Williford, Hydro-Excavation Supervisor (Prescott)

Experience: 10 years hydro-excavation and utility locating, supervision.

Larry has over 10 years of supervisory experience in hydro-excavation, specializing in safely exposing underground utilities at depths ranging from 2 to 15 feet. His expertise includes vacuuming cinders beneath conveyor systems (coffin belts), handling crude oil and gas/benzene lines, pond cleanouts, and emergency spill response. He is skilled in cleaning acid tanks (sulfuric, hydrochloric, formaldehyde), fuel tanks (diesel, gasoline, fuel oil), and removing underground storage tanks. Larry is asbestos certified for work involving commercial buildings and transite pipe. Larry focuses on gas and electric line safety as a top priority.

Notable Project: All COP Design Projects for Civil Engineering firms, COP On-call Operated Equipment, Yavapai County On-call Operated Equipment





John Jordan, General Superintendent (Dewey)
Experience: 22 years of field operations management and supervision.
John is an experienced heavy construction Field Operations Manager with over 10 years of direct supervision experience. An expert in project start-up and execution, he is capable of managing multiple jobs simultaneously while overseeing a variety of employees, subcontractors, and suppliers. John exhibits excellent resource management capabilities, is a competent estimator, and has an excellent understanding of construction standards thus assuring compliance with all standards/specs. In addition to his project specific duties, John provides training to foremen and field staff to ensure their continued development.
Notable Projects: Mayer Water Main, Town of PV SR69 & SR169 Roundabout, Town of PV Florentine Rd.



Todd White, Superintendent (Chino Valley)
Experience: 30 years as an equipment operator, supervisor, superintendent, and operations manager.
Todd is a highly experienced and knowledgeable professional whose technical knowledge has allowed him to successfully deliver a wide variety of projects, including road building, waterline rehabilitation, capital improvements, subdivision improvements, and intricate projects involving multiple government and regulatory entities. Todd is skilled at managing multiple projects simultaneously, ensuring that each one runs efficiently and effectively.
Notable Projects: COP Zone 39 Water Main, COP Montezuma Rd, Cliffrose Water Main, COP Penn Alley



Craig Gallagher, Senior Supervisor (Dewey)
Experience: 20 years in heavy civil construction with 10 years in supervision Craig's heavy civil construction experience includes heavy civil demolition, lifting and rigging, mass grading, waterlines, sewer systems, storm drain and testing, chip seal, fog coat, sand blot, guardrail, asphalt replacement, loop detectors and striping. He is also knowledgeable in construction of subgrade, curb and gutter, sidewalks, paving, striping and signage, storms drain systems, water, and sewer.
Notable Projects: Yavapai County Criminal Justice Center, Eight Projects for the VA, ERAU Residence Hall

Current Projects with Other Government Agencies

Town of Camp Verde - Sports Complex Force Main & Lift Station (JOC Contract): Installation of 1,738lf of 4" PVC sewer force main including all bends, fittings, ARV, connection to existing facility, and all required testing. Also includes installation of 25' deep sewer lift station with duplex pumps, concrete manholes, and all piping required.

Town of Prescott Valley - Summit Tank Water Line: Installation of 2,845lf of 18-inch DIP water main, extension of steel casings, new 18-inch butterfly valves, ARVs, 285lf of 12-inch DIP water main, removal of existing water main, grading, SWPPP measures, and hydroseeding.



Additional Photos of ERC Projects and Capabilities



Concrete Vault for Hwy 69 Force Main



Hwy 69 Force Main Installation



West Perkinsville Sewer Service Installation



West Perkinsville Water Main Installation



Mayer Water District Service Installation



Bashford Court Sewer to Manhole Connection



Additional Photos of ERC Projects and Capabilities



Generator Installation and SCADA Testing



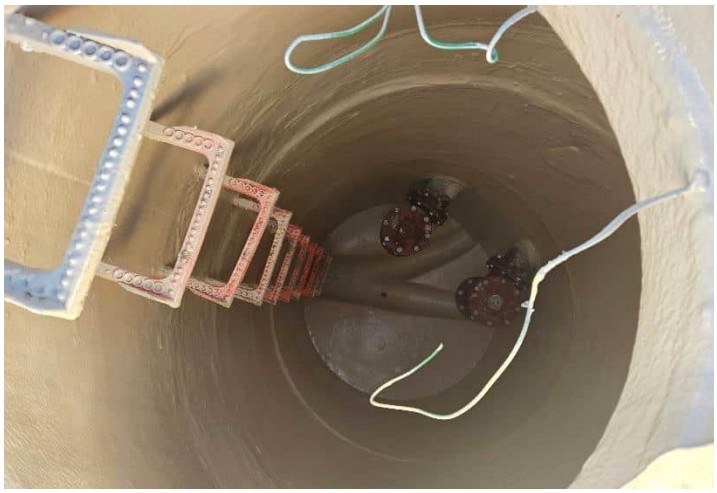
Restrained Coupling Adapter Installation



Prescott Valley SR69 Force Main Check Valves



PV SR69/SR169 Roundabout Waterline Relocate



PV Village Way Offsite Force Main Manhole



Utility Potholing



Additional Photos of ERC Projects and Capabilities



Grease Interceptor



Sewer Manhole and Sewer Main



Sewer Backfill



Switching Cabinet



Water Service & Backflow Device



8 Inch Water RPZ



Category 4

Grading and Drainage



A. General Contractor Information

Overview of the Contractor

Earth Resources Corporation (ERC) is a locally owned heavy civil contractor, founded in 1995, performing Asphalt Paving, Chip Sealing, Underground Utilities, Earthwork, Drainage, Concrete, Gravel Production, Custom Crushing, Traffic Control, and Demolition with its 150 plus personnel.

One of the leading civil contractors in northern Arizona, ERC has leveraged equipment, technology, and a motivated staff to become a competent firm grossing over $40 million plus annually and becoming a preferred provider of cost-effective and efficient construction services that provide best-value projects for government and private sector clients.

ERC Legal Organization

ERC has been incorporated as a Domestic For-Profit (Business) corporation (#7557585) through the Arizona Corporation Commission since 1995. Our corporate status is current and in good standing.

Applicable Licenses Held

ERC has been licensed by the Arizona Registrar of Contractors since 2009, and has never had an ROC complaint or investigation since licensure. Our license is current and in good standing.

License Type: KA Dual Engineering
License Number: 259019
Qualifying Party: Qualifying Party Exempt - held by the firm

In addition, ERC holds a Crushing & Screening General Permit from ADEQ.

Office Location

300 South Latilla Lane, Dewey, AZ 86327
Ph: (928) 775-2795 Fax: (928) 268-3487

B. Experience and Qualifications of the Contractor and Key Personnel

Understanding of the Purpose and Scope of the Grading and Drainage Category

The City is seeking Job Order Contractors to assist with delivery of your grading and drainage construction and maintenance programs. Projects delivered under this category may include excavating, site and roadway grading, clearing & grubbing, demolition, landscaping and groundcover, rip-rap, bio-retention basins, geo & landscape grids and fabrics, tree removal, and hydroseeding. ERC understands each assignment has a maximum Job Order value of $2 million, with an aggregate annual maximum of $4 million.

All work performed under this category must comply with applicable city, county, and state standards, permitting, and regulatory requirements in addition to the requirements of any plans and special provisions provided. ERC is very familiar with these standards, including Maricopa Association of Governments (MAG) standards and specifications, City supplements to MAG, QUAD City standards and specs, MUTCD, and ADOT standards and specifications.

The assigned JOC will be expected to provide effective preconstruction services, utility coordination, public outreach, maintain a safe and efficient work site, delivery a high-quality product on time and within budget, and



conduct a timely and thorough closeout process including delivery of warranties, O&M manuals, record drawings, unconditional claims release, and other such items as each Job Order may require.

Years of Experience, Technical Capabilities and Qualifications for Grading and Drainage

ERC team members are familiar with JOC concepts and philosophies, and have committed ourselves to supporting JOC programs for our clients. Over the course of our 15 years as a general contractor ERC has performed under numerous on-call and annual service contracts, which are nearly identical to JOC contracts, and currently serve the City of Camp Verde as one of their JOC contractors. ERC is unique in this market as we not only own all the equipment to provide the services under this category, we also have our own traffic control division and are able to produce many of the materials needed for these projects as well. We refer you to Section C for this category for additional capabilities and qualifications that make ERC stand out.

Comparable Grading and Drainage Projects

The following projects demonstrate ERC's capabilities and experience on grading and drainage projects requiring performance of multiple disciplines, and management of a variety of subcontractors and suppliers:

Project 1: Town of Prescott Valley Village Way



Reference: Ed Shipley, Cavan Companies, (602) 390-9540

Project Description: Performed grading and drainage improvements along the Village Way corridor to support roadway widening, underground utility alignment, and future access to the Bungalows development. The scope included stormwater infrastructure including concrete valley gutters, scuppers, and riprap outlet protection at culvert termini. Gabion baskets and mattresses were installed at the Agua Fria channel interface for erosion control and channel stabilization. Final grading ensured proper drainage to existing and new inlets, meeting Town of Prescott Valley standards. Also performed clearing and grubbing, over-excavation and re-compaction of subgrade, and fine grading for roadway structure and drainage flow.

Project 2: Granite Creek Reclamation



Reference: Alan Dorward, Yavapai-Prescott Indian Tribe, (928) 515-7453

Project Description: ERC Performed channel restoration and stabilization along Granite Creek to improve flow control and reduce erosion. Scope included excavation and regrading of the creek channel, berm removal, and construction of cross vane weirs, toe-down rock protection, rock vane arms, and Zuni bowl structures. Erosion control blankets were installed, and disturbed areas were hydroseeded to stabilize soil and promote vegetation regrowth. Also included were habitat restoration elements, including additional cross vane structures and toe protection in key flow zones. Crews also planted native willow and cottonwood poles, along with larger tree installations, to enhance riparian canopy, promote root stabilization, and improve long-term ecological function.

Project 3: Camp Verde Sports Complex

Reference: Ron Long, Director of Public Works, Town of Camp Verde, (928) 554-0821



Project Description: Work included installation of 1,357lf of HDPE storm drain culverts, 12 headwalls, 4,058cy of rip rap, storm drain manholes, catch basins, a trash rack system, and inlet/outlet structures at trail and access drive crossings. Completed over 390,000cy of earthwork for mass grade, over 90 acres of clearing & grubbing, channel stabilization and utility crossings, grading select areas to accommodate trail integration. Erosion control and inlet protection were also implemented to ensure long-term performance of the drainage system and minimize site impact during and after construction including over 10 acres of hydroseeding.



Project 4: Village Way Offsite Force Main (Town of Prescott Valley)

Reference: Neil Wadsworth, Town of Prescott Valley, (928) 759-3078

Project Description: Constructed a dual force main system to connect the Bungalows on Village Way development to a proposed lift station. Work included installation of 11,196lf of 6-inch DR11 HDPE force main, 340lf of 16-inch steel casing via jack and bore and open cut, and 230lf of 12-inch SDR26 gravity sewer. The project also included air release valves, check valve assembly, DI-to-HDPE restrained couplings, and fully restrained 6-inch epoxy-lined DIP segments. Performed related site restoration including 758sy of grouted riprap erosion protection, tree removal, clearing & grubbing, 6 acres of hydroseeding, and 67sy of pavement removal and replacement with thickened edge. Additional scope included two manholes, a concrete apron, and coordination for ADOT special inspection requirements.

Project 5: Granite Basin Lake (USFS)

Reference: Richard Polanco, USFS, (928) 853-8285

Project Description: Performed roadway and drainage improvements along Granite Basin's National Forest System Road (NFSR) 374 and associated parking areas, trails, and recreational features. Work included full-depth reclamation, aggregate base placement, asphalt paving, and installation of curb, striping, and signage. Repaired foot paths, wheel stops, parking islands, slurry seal and crack seal. Drainage scope included excavation, subgrade compaction, culvert installation, and placement of Class 1 and Class 3 riprap for erosion protection. Additional work involved constructing concrete fee station pads, installing bollards, signage, and pavement markings across multiple day-use and picnic areas.

Proposed Key Personnel

The following key ERC staff members, all working out of our Dewey, AZ office, and residing within a 30-minute radius from the City of Prescott, are those anticipated to participate in this JOC program.



Larry Robinson, Grading Supervisor (Prescott Valley)
Experience: 25 years grading and drainage field and supervision.
Larry's comprehensive background spans from laborer to equipment operator, to foreman, and now supervisor. His expertise includes tree removal, excavation, and site and road grading operations (rough, subgrade, finish grading, and paving). Larry also extensive experience in underground utility installation, including sewer, water, storm drain, and dry utilities. He has performed and overseen work on drainage basins and riprap installations. His career reflects a strong work ethic, progressive responsibility, and a deep understanding of field operations and crew management.
Notable Projects: Town of PV Village Way, Granite Basin Lake, Granite Creek Reclamation





Brandon Prouty, Grading Supervisor (Paulden)
Experience: 20 years grading and drainage field and supervision.
Brandon has expertise in excavation, mass grading, underground utilities, erosion control, pave prep, and large-scale residential and commercial site development. His background includes roadway shoulder widening, final grading, paving, striping, and signage. He has experience working on ADOT and County projects. A skilled equipment operator with a strong focus on maintenance, Brandon has also spent over a decade supervising crews, emphasizing leadership and safety as core values.
Notable Projects: ADOT Cornville Tissaw, ADOT Houston Mesa Rd, YC Dirt to Black Poland Rd.



Dave Wampler, Supervisor (Prescott Valley)
Experience: 35 years roadway, site and airport field construction and supervision.
Dave's experience spans large-scale subdivision developments in the Prescott area, handling everything from clearing and grubbing to underground utilities, fine grading, paving, and lot finishing. His background also includes extensive road repair and chip seal work in Grand Canyon National Park, as well as airfield improvements at Prescott, Williams, Grand Canyon, and Phoenix Sky Harbor airports. He has contributed to major highway projects across Arizona, including finishing blading 30 miles of aggregate base course (ABC) for the I-17 Flex Lanes project. Dave draws on more than three decades of hands-on field experience to guide crews, ensure quality, and complete projects safely and efficiently.
Notable Projects: ADOT Interstate 17, ADOT Houston Mesa Rd, Granite Dells Estates Phase 3-5

C. Value Added Knowledge and Experience

ERC's Local Knowledge and Qualifications

ERC's project management and field teams have extensive familiarity with the unique geological profile of the Prescott region, which includes granite outcrops, expansive soils, and variable bedrock conditions. This knowledge enables us to plan accurately, mitigate excavation risks, and ensure structural integrity in foundations and underground utilities. Additionally, our familiarity with Prescott's semi-arid climate—including monsoonal rainfall, freeze-thaw cycles, and wildfire exposure risks—guides our scheduling, material selection, and erosion control practices to ensure durability and safety year-round.

ERC has worked extensively under municipal, county, and state guidelines, including those specific to the City of Prescott's codes and engineering standards. Our team is also well-versed in applying ADOT specifications where required and ensuring compliance with OSHA, ADEQ, and Stormwater Pollution Prevention Plans (SWPPP) applicable to construction within the Prescott area.

As a contractor rooted in Arizona, ERC is committed to serving Prescott with a keen understanding of the region's infrastructure needs and community standards. We maintain a local network of subcontractors and suppliers to promote cost-efficiency and quick mobilization. On all projects ERC ensures transparency, accurate scope development, and high-quality execution on every task order. Our 90+ acre process center support all ERC operations; self-performing crushing, mine pit operations that produce significant amounts of aggregates supporting our projects. ERC recycles used concrete/asphalt products into economical aggregate base course, a significant step toward being environmentally responsible. Our state-of-the art equipment shop and in-house team of highly skilled mechanics specializing in heavy machinery guarantee fast turnaround maintenance repair for our fleet of 300+ equipment and vehicles, minimizing unforeseen downtime or project delays.



ERC brings significant value to the Grading and Drainage category for a diverse number of reasons:

- ERC has extensive grading capability with full GPS grade control on three motor graders, one D-6 dozer, two 623 scrapers, one 49 metric ton excavator, three hand-held rovers, and one extender.
- ERC has the capability of running sonar on all motor graders to match grades to existing concrete or surfaces.
- ERC owns several additional large pieces of earth moving equipment, such as two 613 scrapers, another dozer, two 40-ton haul trucks, three water pulls, and four sheep's foot rollers.
- ERC owns the specialty equipment required for proper and clean removal of vegetation and or trees. This includes two dozers, two backhoes with thumbs, eight excavators with thumbs, four motor graders, six front end devices with clam shell buckets, and the trucks needed to haul the brush or timber to a proper permitted dump site. ERC is also able to remove trees and use for firewood or other applications.
- ERC is also able to take excess dirt, rock, or trench spoils to its gravel pit for processing or reuse for other projects. ERC's pit can be opened 24 hours a day for emergencies or longer work days required on a project.
- ERC has completed multiple demolition projects over the years and is familiar with the regulations set by ADEQ and NESHAP 61.145(b) for Asbestos. Recently ERC demolished six buildings in the middle of the ERAU campus while protecting other buildings that remained in service.
- ERC has all sizes of rip rap on hand in the gravel pit, including large boulders if needed, that meets MAG 703 for use on projects. ERC has completed multiple rip rap installation projects per MAG 220.
- ERC also can perform remote crushing & screening with the following machines that are all diesel over hydraulic; Jaw Crusher, Impact Crusher, Cone Crusher, two double deck screen plants, two 80lf stacking conveyors, and one scalping screen plant used for rip rap production. ERC is certified by ADEQ and MSHA and has several MSHA permit numbers allowing for remote crushing.
- ERC has geogrid and heavy-duty filter fabric meeting MAG 796 specifications in stock for bridging unsuitable subgrade in roadway construction per MAG 220. ERC has installed filter fabric on countless occasions when the local soil requires it, or as specified by a soils engineer.

ERC's Specific Arizona Experience

In 15 years as a working, licensed contractor, ERC has completed multiple projects throughout AZ. ERC has completed projects for the City of Prescott, Town of Prescott Valley, Town of Dewey Humboldt, Town of Jerome, City of Cottonwood, Town of Camp Verde (Currently engaged in their JOC Program), Mayer Water Company, Yavapai County (both on bid projects & on call services), Gila County, Yavapai Prescott Indian Tribe, Arizona Department of Transportation, AZ Dept of Game & Fish, United States Forest Service, Hoamco, TriCity Property Management, and countless General Contractors & Developers.

ERC's Specific City of Prescott Experience

ERC has a long history of completing quality grading and drainage projects for the City of Prescott. In our 15 years of experience, we have completed over a dozen grading and drainage projects directly for the City, and another nearly 3-dozen commercial and private development projects within the City, complying fully with City standards and requirements. A sample of these projects includes: Drainage Package I & II, Sundog Ranch Landfill Drainage Reconstruction, Drainage Repairs, Lakeview, Robinson Drive, Goodwin South Washington, Prescott Lakes Gabions, and many more.



Appendix – Category 4, Grading and Drainage

ERC Organizational Chart



ERC is organized in a non-traditional form that combines a matrix type organization into our hierarchy of positions led by our Owner and Chief Executive Officer, Wyatt Orr. This structure expedites communication and teamwork across the organization, ensuring that the right information gets to the right people when they need it in order to ensure continued performance excellence.

Additional Staff Bios



John Jordan, General Superintendent (Dewey)
Experience: 22 years of field operations management and supervision.
John is an experienced heavy construction Field Operations Manager with over 10 years of direct supervision experience. An expert in project start-up and execution, he is capable of managing multiple jobs simultaneously while overseeing a variety of employees, subcontractors, and suppliers. John exhibits excellent resource management capabilities, is a competent estimator, and has an excellent understanding of construction standards thus assuring compliance with all standards/specs. In addition to his project specific duties, John provides training to foremen and field staff to ensure their continued development.
Notable Projects: Town of PV Village Way, USFS Granite Basin Lake, YPIT Granite Creek





Craig Gallagher, Senior Supervisor (Dewey)
Experience: 20 years in heavy civil construction with 10 years in supervision
Craig's heavy civil construction experience includes heavy civil demolition, lifting and rigging, mass grading, waterlines, sewer systems, storm drain and testing, chip seal, fog coat, sand blot, guardrail, asphalt replacement, loop detectors and striping. He is also knowledgeable in construction of subgrade, curb and gutter, sidewalks, paving, striping and signage, storms drain systems, water, and sewer.
Notable Projects: Yavapai County Criminal Justice Center, Eight Projects for the VA, ERAU Residence Hall



Todd White, Superintendent (Chino Valley)
Experience: 30 years as an equipment operator, supervisor, superintendent, and operations manager.
Todd is a highly experienced and knowledgeable professional whose technical knowledge has allowed him to successfully deliver a wide variety of projects, including road building, waterline rehabilitation, capital improvements, subdivision improvements, and intricate projects involving multiple government and regulatory entities. Todd is skilled at managing multiple projects simultaneously, ensuring that each one runs efficiently and effectively.
Notable Projects: COP Goodwin & South Washington, COP Robinson Drive, Whispering Canyon Phase 5-7



Bryan Burkholder, Utilities Supervisor (Prescott)
Experience: 20 years heavy civil, utilities and site development field and supervision.
Bryan's experience includes underground utility installation, including water, sewer, storm, and electrical systems. He has successfully installed catch basins, excavated retention areas, and led crews in complex infrastructure projects. Additional experience includes aggregate base crushing, tree removal, hydroseeding, and landscaping. His career reflects a strong work ethic, field expertise, and leadership capability.
Notable Projects: Mayer Water District Main Remove & Replace, Town of PV Florentine Rd, COP Bashford Court

Current Projects with Other Government Agencies

None at this time.



Additional Photos of ERC Projects and Capabilities



Channel Bank Lining Installation for Village Way



Catch Basin/Area Drain Installed for Jasper Pkwy



Viewpoint Connector Box Culvert Outlet Protection



Grouted K Rail Cut Off Wall USFS Granite Basin



Liner at Camp Verde Sports Complex



Granite Basin Lake Drain Culvert with Rip-Rap



Additional Photos of ERC Projects and Capabilities



Low Water Crossing with Rip Rap



Copperfield Phase 2 Grading



Roadway Mass Grading



Viewpoint Connector Storm Drain Installation



Yavapai County Dirt to Black Bice Road Grading



Hard Rock Excavation



Additional Photos of ERC Projects and Capabilities



Grouted Riprap



Hydroseeding on Copperfield



Clearing and Grubbing on USFS Granite Basin Lake



Shoulder Grading On ADOT Houston Mesa



Building Demolition ERAU Student Union



Tree Removal



Category 5

Stormwater



A. General Contractor Information

Overview of the Contractor

Earth Resources Corporation (ERC) is a locally owned heavy civil contractor, founded in 1995, performing Asphalt Paving, Chip Sealing, Underground Utilities, Earthwork, Drainage, Concrete, Gravel Production, Custom Crushing, Traffic Control, and Demolition with its 150 plus personnel.

One of the leading civil contractors in northern Arizona, ERC has leveraged equipment, technology, and a motivated staff to become a competent firm grossing over $40 million plus annually and becoming a preferred provider of cost-effective and efficient construction services that provide best-value projects for government and private sector clients.

ERC Legal Organization

ERC has been incorporated as a Domestic For-Profit (Business) corporation (#7557585) through the Arizona Corporation Commission since 1995. Our corporate status is current and in good standing.

Applicable Licenses Held

ERC has been licensed by the Arizona Registrar of Contractors since 2009, and has never had an ROC complaint or investigation since licensure. Our license is current and in good standing.

License Type: KA Dual Engineering
License Number: 259019
Qualifying Party: Qualifying Party Exempt - held by the firm

In addition, ERC holds a Crushing & Screening General Permit from ADEQ.

Office Location

300 South Latilla Lane, Dewey, AZ 86327
Ph: (928) 775-2795 Fax: (928) 268-3487

B. Experience and Qualifications of the Contractor and Key Personnel

Understanding of the Purpose and Scope of the Stormwater Category

The City is seeking Job Order Contractors to assist with delivery of your stormwater construction and maintenance programs. Projects delivered under this category may include ditches (new and maintenance), culverts/storm piping (CMP, HDPE, RGRCP), dry wells, erosion control, bio-retention basins, rip-rap, gabion baskets, reno mattresses, cleaning and maintenance of catch basins and storm piping. ERC understands each assignment has a maximum Job Order value of $2 million, with an aggregate annual maximum of $4 million.

All work performed under this category must comply with applicable city, county, and state standards, permitting, and regulatory requirements in addition to the requirements of any plans and special provisions provided. ERC is very familiar with these standards, including Maricopa Association of Governments (MAG) standards and specifications, City supplements to MAG, QUAD City standards and specs, MUTCD, and ADOT standards and specifications.

The assigned JOC will be expected to provide effective preconstruction services, utility coordination, public outreach, maintain a safe and efficient work site, delivery a high-quality product on time and within budget, and conduct a timely and thorough closeout process including delivery of warranties, O&M manuals, record



drawings, unconditional claims release, and other such items as each Job Order may require.

Years of Experience, Technical Capabilities and Qualifications for Stormwater

ERC team members are familiar with JOC concepts and philosophies, and have committed ourselves to supporting JOC programs for our clients. Over the course of our 15 years as a general contractor ERC has performed under numerous on-call and annual service contracts, which are nearly identical to JOC contracts, and currently serve the City of Camp Verde as one of their JOC contractors. ERC is unique in this market as we not only own all the equipment to provide the services under this category, we also have our own traffic control division and are able to produce many of the materials needed for these projects as well. We refer you to Section C for this category for additional capabilities and qualifications that make ERC stand out.

Comparable Stormwater Projects

The following projects demonstrate ERC's capabilities and experience on stormwater projects requiring performance of multiple disciplines, and management of a variety of subcontractors and suppliers:

Project 1: Sundog Landfill



Reference: Jeff Low, Capital Project Manager, City of Prescott, (928) 899-5859

Project Description: Reconstructed drainage systems and implemented erosion control measures as part of the final closure phase for the Sundog Landfill. Grading and channel reconstruction were performed to establish controlled stormwater flow paths and slope stability. Over 19,000 CY of riprap was placed for slope and outfall protection, along with 1,100 CY of gabion down drains to armor steep drain paths and reduce velocity impacts. Installed 45,000 SF of specialty HDPE liner and 45,000 SF of geotextile fabric for containment and filtration. Additional work included aggregate base course (ABC) placement for access and structure support, and construction of perimeter berms and surface swales to divert runoff and protect the cap system.

Project 2: USFS Mingus Mountain Emergency Repairs



Reference: Michelle Bahr, (928) 333-6278

Project Description: ERC performed emergency roadway and drainage repairs across multiple sites along NFSR 104, addressing storm-related damage and erosion. Repaired and reshaped ditch blocks and reliefs; installed unclassified borrow for slope stabilization and shoulder reconstruction. Placed Class 1 and Class 2 riprap for ditch armor and outlet protection. Installed 5,75lf of 24-inch CMP in 10 locations and installed a Contech Arc culvert system with concrete base and wing walls. Installed asphalt safety edge patches to reestablish the roadway surface and restored functional drainage flow by cleaning, reconditioning, and armoring existing ditches. Worked at more than 10 repair locations, integrating traffic control and erosion control measures while maintaining access through the forest road network.

Project 3: Viewpoint Drive Connector

Reference: Ron Pine, Engineering Division Manager, Town of Prescott Valley, (928) 759-3082





Project Description: ERC completed the third phase of stormwater improvements along Viewpoint Drive between Spouse Drive and Manley Drive, with a focus on channel excavation, storm drain installation, and erosion control. Installed 2,181 linear feet of 60-inch storm drain and associated mitered headwalls, along with 18 linear feet of 24-inch pipe and a realigned sewer service. Placed 587 SY of rock riprap with filter fabric and 549 SY of grouted rock riprap for channel stabilization. Applied turf reinforcement mat across 533 SY and completed final seeding and SWPPP compliance. Work included full channel grading and shaping, excavation and removal of existing chip seal and ABC, and preparation of subgrade for new asphalt paving, installation of concrete collars, and coordination with active utility corridors.

Project 4: Pioneer Park Stormwater Control (Yavapai County)

Reference: Yavapai County Flood Control, (928) 771-3197

Project Description: Constructed a zero-discharge stormwater management system designed to capture and infiltrate all runoff into the underlying aquifer, eliminating surface water discharge from the watershed. The system required no ongoing maintenance post-completion and utilized a variety of integrated infiltration and erosion control techniques. Work included construction of new riprapped channels over engineered gravel recharge beds, installation of small-scale catch basins with deep rock infiltration pockets, and placement of in-ground piping and culverts to direct runoff into bioremediation basins. Porous pavement was used throughout the parking area to promote infiltration at the surface level. Final stabilization measures included straw mats, riprap, and low rock walls, with vegetation selected specifically for filtration and erosion resistance.

Project 5: Clipper Wash (Yavapai County)

Reference: Yavapai County Flood Control, (928) 771-3197

Project Description: Reconstructing and reinforcing drainage infrastructure to protect Clipper Wash from erosion and future flood impacts. Key grading and drainage work included extensive clearing and grubbing, excavation and earthwork, and the installation of gabion baskets and reno mattresses to stabilize the wash banks and enhance erosion control. Crews placed over 500 cubic yards of riprap structures, completed final grading, and hydroseeded 3,800 square yards for revegetation and soil stabilization. Additional scope included the removal of an existing buried electric line, temporary access road construction, erosion control measures, and comprehensive site mobilization and quality control operations.

Proposed Key Personnel

The following key ERC staff members, all working out of our Dewey, AZ office, and residing within a 30-minute radius from the City of Prescott, are those anticipated to participate in this JOC program.



Eric Henderson - Project Manager (Prescott Valley)
Experience: 8 years construction field and airport operations experience.
Eric brings a unique combination of construction field experience and airport operations experience to the ERC team. His unique skillset provides our team with the ability to evaluate and consider the operational impacts of our work on each project, resulting in improved products that are easier to operate and maintain over their life.
Notable Projects: USFS Mingus Mtn Repairs, ADOT Cornville Tissaw, ADOT Houston Mesa Rd.





Camarino Gomez, Supervisor (Prescott)
Experience: 25 years field and supervisory experience.
Camarino began his construction career working on natural gas line installation and maintenance, progressing into heavy civil site development where his experience includes building pads, storm drain systems, sewer, water, and electrical utilities. He has worked on multiple underground stormwater retention systems, culverts, catch basins, and retention ponds. Currently he serves as a supervisor, overseeing field operations, managing crews, and ensuring projects are delivered safely, efficiently, and in compliance with regulatory standards.
Notable Projects: USFS Mingus Mtn Repairs, Market Street Bungalows, Yavapai County Clipper Wash



Randy Smith, Senior Supervisor (Prescott)
Experience: 25 years drainage and flood control and supervisory experience.
Randy has developed deep expertise in both construction and long-term maintenance of stormwater systems. As a Project Manager for Yavapai County Flood Control Division, he was responsible for overseeing and inspecting the installation of culverts, detention and retention ponds, and various related drainage features and structures, and responding to emergency flood issues.
Notable Projects: YC Clipper Wash, YC Williamson Valley HoKay Gone, YC South Rocky Boy Wash Gabion

C. Value Added Knowledge and Experience

ERC's Local Knowledge and Qualifications

Earth Resources Corporation has been contracting Yavapai County for over 15 years. Our President, Wyatt Orr, has served on the Yavapai County Contractors Association for over 10 years and has been involved in supporting new codes and details as they are introduced by local agencies.

We have completed many projects in and around the Prescott Area and are familiar with local codes, rules, regulations, and standards required for civil contracting. We also understand that the regulations, codes, and standards are ever evolving. ERC is familiar with the physical conditions that exist in Prescott, such as differing soil and rock characteristics, and possess the necessary experienced individuals and specialty machines to complete the scope of work in these conditions. ERC also has experience with changing weather conditions and has mitigated the impacts to our past project through proper preparation for snow, wind, or monsoons.

Our 90+ acre operations center supports all ERC operations, including self-performed crushing, screening, and mine pit operations that produce a significant amount of the aggregates and rock products necessary to support our projects. Additionally, we recycle used concrete and asphalt materials into economical Aggregate Base Course, a significant step toward environmental responsibility. Our operations center provides secure storage of our construction materials, allowing us to exercise control over materials pricing and ensuring a stable supply chain, as well as ample storage space for our fleet of 300 plus heavy, light machinery, and trucks. Our state-of-the-art shop and in-house team of skilled mechanics specializing in heavy machinery guarantee fast turnaround maintenance and repair of our equipment.

ERC brings significant value to the Stormwater category for a diverse number of reasons:

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- ERC has extensive experience in stormwater management and reclamation work. A good portion of the private work that ERC performs is mitigating storm water damage, defining solutions to prevent future damage, and installing measures to solve them. ERC is confident to be part of a design team to solve the storm water problems, while keeping costs and future maintenance in mind.
- ERC has completed miles of ditch installations for agencies and HOAs, and understands that ditch maintenance is one of the most important factors in maintaining a good road surface and protecting the asphalt.
- Almost every project has storm drain piping of some size and product type. ERC installs all types and sizes of storm drain from HDPE, CMP, RGRCP, and CIPP. ERC also routinely installs storm drain structures including manholes, bio-retention basins, catch basins, headwalls, junction structures, retention piping, Stormtech Systems, and Maxwell drywells.
- ERC owns all the required equipment for installing storm drain piping including 19 excavators (from 1.7 metric ton to 49 metric ton), eight loaders, eight backhoes, 12 trench rollers, eight water trucks, road plates, milling machines for T-topping asphalt patches per Quad City detail 200-Q1, 15 dump trucks for hauling in or out, and five grizzly screens to ensure backfill meets Quad City standards for 3" minus.
- ERC self-performs all erosion control measures on our projects including; straw wattles, concrete wash-outs, straw logs, sediment ponds, track-out devices, catch basin filters, and offsite sweeping. ERC also has several certified Erosion Control Coordinators on staff through the AGC recognized by ADOT. ERC also completes our own NOI's and SWPP plans in most cases.
- ERC has rip rap on hand in the gravel pit for use on any project. ERC has completed several grouted rip rap projects over the years and routinely installs a nice-looking, functional product.
- ERC has installed over 20,000cy of gabion baskets & reno mattresses on projects over the years. ERC understands proper installation procedures and has the specialty tools for the installation. ERC stocks additional baskets and mattresses, as well as the staples to install them properly.
- ERC owns a Hydrovac Truck for cleaning out culverts and catch basins. ERC has been hired by the City several times to clean culverts and catch basins in multiple location under our Yavapai County Operated Equipment contract. Based on ERC's capabilities in this category, the City refers business owners who are not in compliance with maintenance of their onsite catch basins to us for cleaning.

ERC's Specific Arizona Experience

In 15 years as a working, licensed contractor, ERC has completed multiple projects throughout AZ. ERC has completed projects for the City of Prescott, Town of Prescott Valley, Town of Dewey Humboldt, Town of Jerome, City of Cottonwood, Town of Camp Verde (Currently engaged in their JOC Program), Mayer Water Company, Yavapai County (both on bid projects & on call services), Gila County, Yavapai Prescott Indian Tribe, Arizona Department of Transportation, AZ Dept of Game & Fish, United States Forest Service, Hoamco, TriCity Property Management, and countless General Contractors & Developers.

ERC's Specific City of Prescott Experience

ERC has a long history of completing quality stormwater projects for the City or Prescott. In our 15 years of experience, we have completed several stormwater projects directly for the City, and another nearly 3-dozen commercial and private development projects within the City, complying fully with City standards and requirements. A sample of these projects includes: On-call services for culvert cleaning, Drainage Package I & II, Sundog Ranch Landfill Drainage Reconstruction, Drainage Repairs Robinson Drive, Autumn Breeze, Granite Creek Reclamation, Shops at the Boulders, Hiton Garden Inn, Meadows at Lynx Lake, and many more.



Appendix – Category 5, Stormwater

ERC Organizational Chart



ERC is organized in a non-traditional form that combines a matrix type organization into our hierarchy of positions led by our Owner and Chief Executive Officer, Wyatt Orr. This structure expedites communication and teamwork across the organization, ensuring that the right information gets to the right people when they need it in order to ensure continued performance excellence.

Additional Staff Bios



Ed Hanks – Supervisor (Prescott)

Experience: 21 years drainage construction experience.

Ed has extensive experience specializing in a wide range of civil infrastructure projects. His work has included new installations and maintenance of ditches, as well as the installation of various types of culverts, including HDPE, CMP, RGRCP, and concrete box culverts. He has experience with both grouted and non-grouted rip-rap, retention basins, gabion baskets, and reno mattresses. Additionally, Ed has performed catch basin and culvert cleaning operations, contributing to effective stormwater management and infrastructure longevity.

Notable Project: Town of Chino Valley Old Home Manor, Town of Dewey Humboldt Hill & Kloss Street, Town of Dewey Humboldt On Call Services for eight years





Craig Gallagher, Senior Supervisor (Dewey)
Experience: 20 years in heavy civil construction with 10 years in supervision
Craig's heavy civil construction experience includes heavy civil demolition, lifting and rigging, mass grading, waterlines, sewer systems, storm drain and testing, chip seal, fog coat, sand blot, guardrail, asphalt replacement, loop detectors and striping. He is also knowledgeable in construction of subgrade, curb and gutter, sidewalks, paving, striping and signage, storms drain systems, water, and sewer.
Notable Projects: Yavapai County Criminal Justice Center, Eight Projects for the VA, ERAU Residence Hall



Todd White, Superintendent (Chino Valley)
Experience: 30 years as an equipment operator, supervisor, superintendent, and operations manager.
Todd is a highly experienced and knowledgeable professional whose technical knowledge has allowed him to successfully deliver a wide variety of projects, including road building, waterline rehabilitation, capital improvements, subdivision improvements, and intricate projects involving multiple government and regulatory entities. Todd is skilled at managing multiple projects simultaneously, ensuring that each one runs efficiently and effectively.
Notable Projects: COP Goodwin & South Washington, COP Robinson Drive, Whispering Canyon Phase 5-7



Bryan Burkholder, Utilities Supervisor (Prescott)
Experience: 20 years heavy civil, utilities and site development field and supervision.
Bryan's experience includes underground utility installation, including water, sewer, storm, and electrical systems. He has successfully installed catch basins, excavated retention areas, and led crews in complex infrastructure projects. Additional experience includes aggregate base crushing, tree removal, hydroseeding, and landscaping. His career reflects a strong work ethic, field expertise, and leadership capability.
Notable Projects: Mayer Water District Main Remove & Replace, Town of PV Florentine Rd, COP Bashford Court

Current Projects with Other Government Agencies

None at this time.



Additional Photos of ERC Projects and Capabilities



Mingus Mountain Culvert Inlet with Bank Protection



Clipper Wash Gabions and Reno Mattress



Wire-tied rip-rap Spillway at Sundog Landfill



West Perkinsville Storm Drain Installation



Geotextile Fabric Installation at Sundog Landfill



Granite Basin Lake Drain Culvert with Rip-Rap



Additional Photos of ERC Projects and Capabilities



Storm Drain System Inlet



Stormtech Chamber Installation



Sediment Removal with HydroVac Truck



Town of PV Viewpoint & Sprouse Storm Drain



Bungalows on Village Way 84” CIPP Storm Drain



Roadside Ditch Armoring



Additional Photos of ERC Projects and Capabilities



Multiple CMP Installation



Bio Retention Pond on Pete's Well



RGRCP Installation on Florentine



Catch Basin Cleaning for COP On Call



Culvert Cleaning with Hydrovac Truck



Erosion Control Blanket Granite Creek

Request For Proposal

Contact: Wyatt Orr
Phone: (928) 713-0215
Email: wyatt@ercarizona.com

300 S Latilla Lane
Dewey, AZ 86327
(928) 775-2795 - FAX (928) 268-3487
info@ercarizona.com
www.ercarizona.com

Earth Resources Corporation. "Building Our Future" R.O.C License 259019

Proposed To:	Job Name & Location	Owners Plans And Specifications Dated
		Plan Date: Job Walk
Town of Chino Valley	Road Reconstruction & Preservation	Plans by:
1020 W Palomino Rd	Various Locations	
Chino Valley, AZ 86323		Addendums:
Bruce Cooper 928-710-1807	bcooper@chinovalleyaz.gov	

The following scope of work shall include material and labor to provide and install the following items per Earth Resources Corporations interpretations of the Owner's Plans and Specifications.

DESCRIPTION	Quantity	Units	Unit Price	Total
Mobilization & Water	1	LS	$ 20,142.00	$ 20,142.00
Install single chip seal per MAG Standards including .45 gallons per SY of CRS-2P, 3/8" MAG low volume chips at a rate of 25lbs per SY. Upon chip seal completion, roadway to be swept clean off all loose chips then fog coated with .15 gallons per SY of CSS-1H 50/50. Price includes pickup sweeping, all traffic control, and all final cleanup.				
Reed Rd from 4 to 5	15269	SY	$ 4.23	$ 64,587.87
Reed 2S to outer loop	23201	SY	$ 4.23	$ 98,140.23
East Road 1 South	6841	SY	$ 4.23	$ 28,937.43
Install asphalt for patches prior to chip sealing				
Reed Rd from 4 to 5	5	Ton	$ 285.00	$ 1,425.00
East Road 1 South	50	Ton	$ 235.00	$ 11,750.00
Pulverize existing roadway to a depth of 4", regrade and compact subgrade, install 2" of compacted lime-treated MAG Spec ABC				
EL Charro Norte Area	18864	SY	$ 8.82	$ 166,380.48
East Road 2 South	12840	SY	$ 8.82	$ 113,248.80
Chino Meadows	35218	SY	$ 8.82	$ 310,622.76
Red Cinder	9916	SY	$ 8.82	$ 87,459.12
Install double chip seal per MAG Standards including .6 gallons per SY of CRS-2P with 35lbs per SY of 1/2" MAG high volume, .45 gallons per SY of CRS-2P, 3/8" MAG low volume chips at a rate of 25lbs per SY. Upon chip seal completion, roadway to be swept clean off all loose chips then fog coated with .15 gallons per SY of CSS-1H 50/50. Price includes pickup sweeping, all traffic control, and all final cleanup.				
EL Charro Norte Area	16864	SY	$ 9.04	$ 152,450.56
East Road 2 South	12840	SY	$ 9.04	$ 116,073.60
Chino Meadows	35218	SY	$ 9.04	$ 318,370.72
Red Cinder	9916	SY	$ 9.04	$ 89,640.64
Striping				
Yellow 4"	47084	LF	$ 0.30	$ 14,125.20
White 4"	15098	LF	$ 0.30	$ 4,529.40
Stop Bars	5	EA	$ 85.00	$ 425.00
Arrows	4	EA	$ 105.00	$ 420.00
Only's	2	EA	$ 195.00	$ 390.00
12" White	260	LF	$ 2.85	$ 741.00
Savings to reuse 3/8" chips in Chino yard, truck to ERC, screen & wash, & install.	800	Tons	$ (28.27)	$ (22,616.00)
Sales Tax Rate 10.35%				$ 106,109.08
			TOTAL	**$ 1,683,352.89**

EXCLUSIONS:

Proposal does not include the following: S.W.P.P.Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

The above prices, specifications and conditions are satisfactory and are herby accepted. Earth Resources Corporation is authorized to do the work specified. Payment will be made as outlined above.

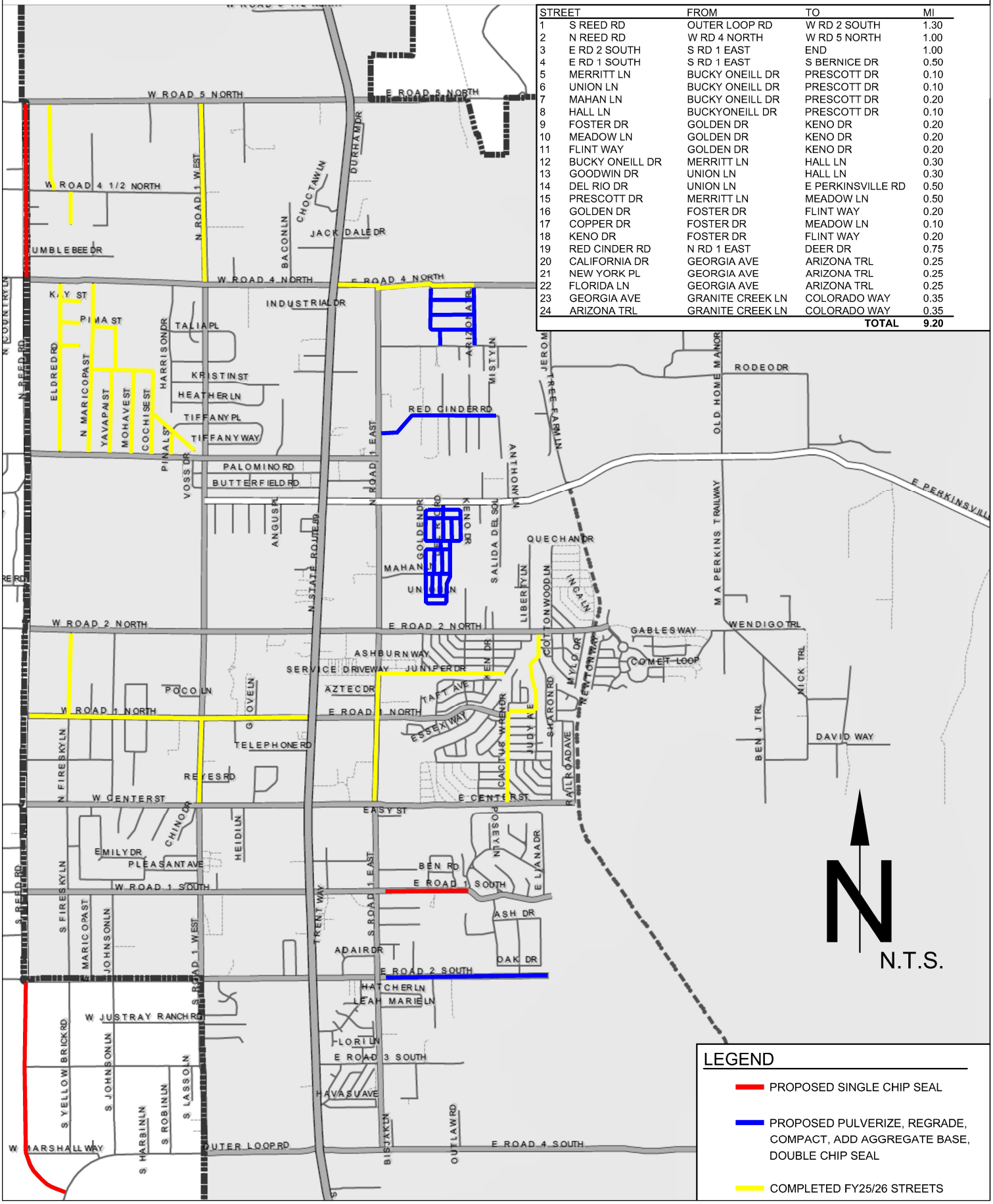
Respectfully Submitted,	Acceptance of Proposal by,
Date: 7/30/2026	
Wyatt Orr, President Date Printed 7/30/2026	Authorized Signature, Printed Name & Title, & Date

7/30/26

TOWN OF CHINO VALLEY

FY26/27 STREET IMPROVEMENTS PROJECT

	STREET	FROM	TO	MI
1	S REED RD	OUTER LOOP RD	W RD 2 SOUTH	1.30
2	N REED RD	W RD 4 NORTH	W RD 5 NORTH	1.00
3	E RD 2 SOUTH	S RD 1 EAST	END	1.00
4	E RD 1 SOUTH	S RD 1 EAST	S BERNICE DR	0.50
5	MERRITT LN	BUCKY ONEILL DR	PRESCOTT DR	0.10
6	UNION LN	BUCKY ONEILL DR	PRESCOTT DR	0.10
7	MAHAN LN	BUCKY ONEILL DR	PRESCOTT DR	0.20
8	HALL LN	BUCKYONEILL DR	PRESCOTT DR	0.10
9	FOSTER DR	GOLDEN DR	KENO DR	0.20
10	MEADOW LN	GOLDEN DR	KENO DR	0.20
11	FLINT WAY	GOLDEN DR	KENO DR	0.20
12	BUCKY ONEILL DR	MERRITT LN	HALL LN	0.30
13	GOODWIN DR	UNION LN	HALL LN	0.30
14	DEL RIO DR	UNION LN	E PERKINSVILLE RD	0.50
15	PRESCOTT DR	MERRITT LN	MEADOW LN	0.50
16	GOLDEN DR	FOSTER DR	FLINT WAY	0.20
17	COPPER DR	FOSTER DR	MEADOW LN	0.10
18	KENO DR	FOSTER DR	FLINT WAY	0.20
19	RED CINDER RD	N RD 1 EAST	DEER DR	0.75
20	CALIFORNIA DR	GEORGIA AVE	ARIZONA TRL	0.25
21	NEW YORK PL	GEORGIA AVE	ARIZONA TRL	0.25
22	FLORIDA LN	GEORGIA AVE	ARIZONA TRL	0.25
23	GEORGIA AVE	GRANITE CREEK LN	COLORADO WAY	0.35
24	ARIZONA TRL	GRANITE CREEK LN	COLORADO WAY	0.35
			TOTAL	**9.20**



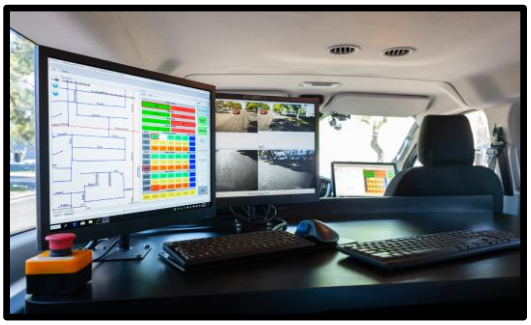
Chino Valley, AZ

Pavement Management Report

July 2024







POWERED BY ICC

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1

1.1 Project and Methods Overview 1
1.2 Results Overview and Recommendations 2

2.0 PRINCIPLES OF PAVEMENT MANAGEMENT 5

2.1 Pavement Management Principles 5

3.0 DATA COLLECTION AND ANALYSIS 7

3.1 Field Survey Methodology 7
3.2 Data Quality Assurance 8
3.3 Pavement Condition Survey 9
3.4 ESA Pavement Management System 15
3.5 Summary 18

4.0 PAVEMENT CONDITION SURVEY RESULTS 19

4.1 City Street Inventory and Condition Summary 19
4.2 City Network Condition Imagery 20
4.3 City Network Condition Distribution 27
4.4 Condition By Functional Classification 28
4.5 Structural and Load Associated Distress Analysis 29
4.6 Summary 30

5.0 REHABILITATION PLAN & BUDGET DEVELOPMENT 31

5.1 Key Analysis Set Points and Assumptions 31
5.2 Network Budget Analysis Models 33
5.3 Post Rehabilitation Condition 37
5.4 Summary 37

6.0 PROJECT RECOMMENDATIONS & COMMENTS 38

6.1 Project Summary and Recommendations 38
6.2 Closing 38

APPENDED REPORTS Following Page 38

Appendix A Street Inventory and Condition Summary by Segment

Appendix B 5-Year Rehab Plan

Appendix C Full-size Maps

APPENDED MAPS

Functional Classification

Current Pavement condition index (PCI)

Assembled Projects

5 Year Rehabilitation Plan: $1.5M Annual Budget

5 Year Post Rehabilitation PCI: $1.5M Annual Budget

1.0 EXECUTIVE SUMMARY

1.1 Project and Methods Overview

In July of 2023, IMS Infrastructure Management Services, LP (IMS) utilized a cutting-edge Integrated Road Information System (IRISpro Pave) (**Figure 1**) to capture continuous, high-resolution pavement images that were used to assess pavement cracking, rutting, and roughness on 123 centerline miles of asphalt roadways in Chino Valley, AZ (City). IMS followed the American Society for Testing and Materials (ASTM) D6433 standard to analyze the images and distress data collected by the IRISpro to determine the Pavement Condition Index (PCI) for each segment of the road. PCI values were recorded to provide an indication of the surface conditions and structural integrity of a pavement.

Using the Easy Street Analysis (ESA) pavement management system, IMS developed multi-year pavement maintenance and rehabilitation (M&R) recommendations for the roadways surveyed. The recommendations take into account the severity, quantity, and type of pavement distresses, surface type, pavement strength, and functional class. By utilizing these recommendations, the City can make informed decisions on how best to allocate their resources to ensure the longevity and safety of their roadways.



Figure 1 - IMS Integrated Road Information System platform (IRISPro Pave)

The PCI method was used in accordance with the ASTM D6433 standards to assess the condition of the City's pavements. This method is considered an objective and repeatable approach to assess pavement condition, which is preferrable to alternative methods that rely upon potentially biased human ratings. Based on the PCI results, ESA prioritizes funding using a cost-of-deferral approach, recommending M&R activities that optimize funding by selecting rehabilitation candidates only when they approach the critical point where a heavier maintenance activity will soon be needed to restore the roadway to full service.

The analysis and data presented in this report are based on the inspections performed by IMS in July 2023 on the City's pavement network, using available work history and other assumptions that are elaborated on later in this report. Roadways that were rehabilitated or reconstructed after the field inspection was performed were assigned a PCI value of 99. All other segments were deteriorated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis, July 2024.

1.2 Results Overview and Recommendations

PCI values provide an indication of the surface conditions and structural integrity of a pavement. The 0–100 PCI range is commonly divided into categories using descriptive terms: *Very Poor*, *Poor*, *Marginal*, *Fair*, *Good*, *Very Good*, and *Excellent*. Divisions between the terms are not fixed but are meant to reflect common perceptions of pavement conditions. These divisions are discussed in more detail in Section 3.0.

The City's roadways were found to be in *Marginal* condition **with an average PCI of 48**. **Figure 2** provides a visual breakdown of the distribution of pavement area across different PCI categories at the time of analysis. Approximately 27% of the City's roadways were found to be in *Excellent* or *Very Good* condition. If structurally sound, these pavements are often suitable candidates for cost-effective preventive maintenance treatments. On the other hand, pavements with a PCI below 40 (i.e., pavements in *Poor* or *Very Poor* condition) comprise the City's "backlog" of M&R. The **City's backlog was found to be 43%.** These pavements typically require full or partial reconstruction. Pavements falling within the middle categories, such as *Fair* or *Marginal* condition, often benefit from mill and overlay projects. It's important to note that these are general recommendations, and the specific M&R strategy may vary based on factors such as distress types, soil conditions, structural adequacy, and other project-specific details.

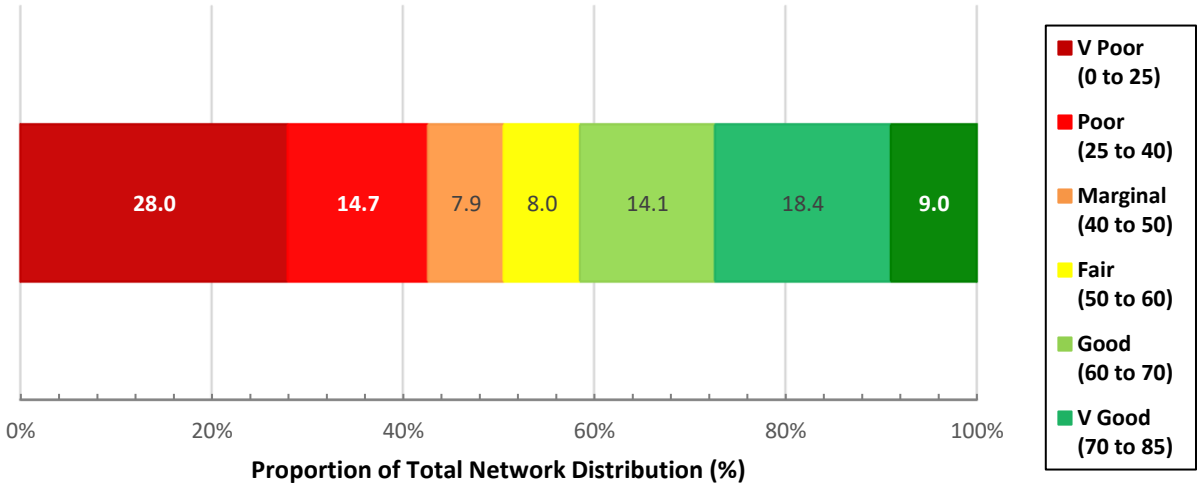


Figure 2 - Distribution of the City's Pavement System on a Condition Scale

Metrics of Health

The following three metrics are frequently used as indicators of overall pavement network health. The pavement analysis uses these metrics as benchmarks when determining budget goals, such as the backlog control, PCI control, and recommended funding levels.

Pavement Condition Index (PCI) – The PCI score is a ranking assessment on the overall health of a pavement segment on a scale of 0 to 100. The network average PCI is a good global indicator of a network's overall health.

Percent of Excellent Roads – Roads with a condition category of Excellent are those that score between a PCI of 85 to 100.

Backlog –Backlog is the Very Poor and Poor roads (between a PCI of 0 and 40) that represent a portion of the network in need of extensive rehabilitation such as full and partial reconstruction. Using sound pavement management and finance principles, a very healthy network will have a backlog of 10% or less.

The City met none of the three of the metrics for evaluating the quality of its roadway network.

- The network average pavement condition score falls below the national average currently seen by IMS of 60 to 65, with the City's average scoring a 48.
- The number of streets rated Excellent is below the minimum recommended target of 15% at 9%.
- The backlog amount is far above the average value of 12% at 43%.

The analysis conducted by IMS using the ESA Pavement Management System has provided the City with valuable insights into the condition of its roadways. To assess the effect of annual budget on PCI over a five-year period, **Figure 3** has been generated to depict the anticipated PCI in five years relative to different annual budget allocations. The blue line allows the user to assess the effect of a given annual budget on the PCI in five years, serving as a valuable tool for understanding the potential effects of budget decisions on future pavement conditions.

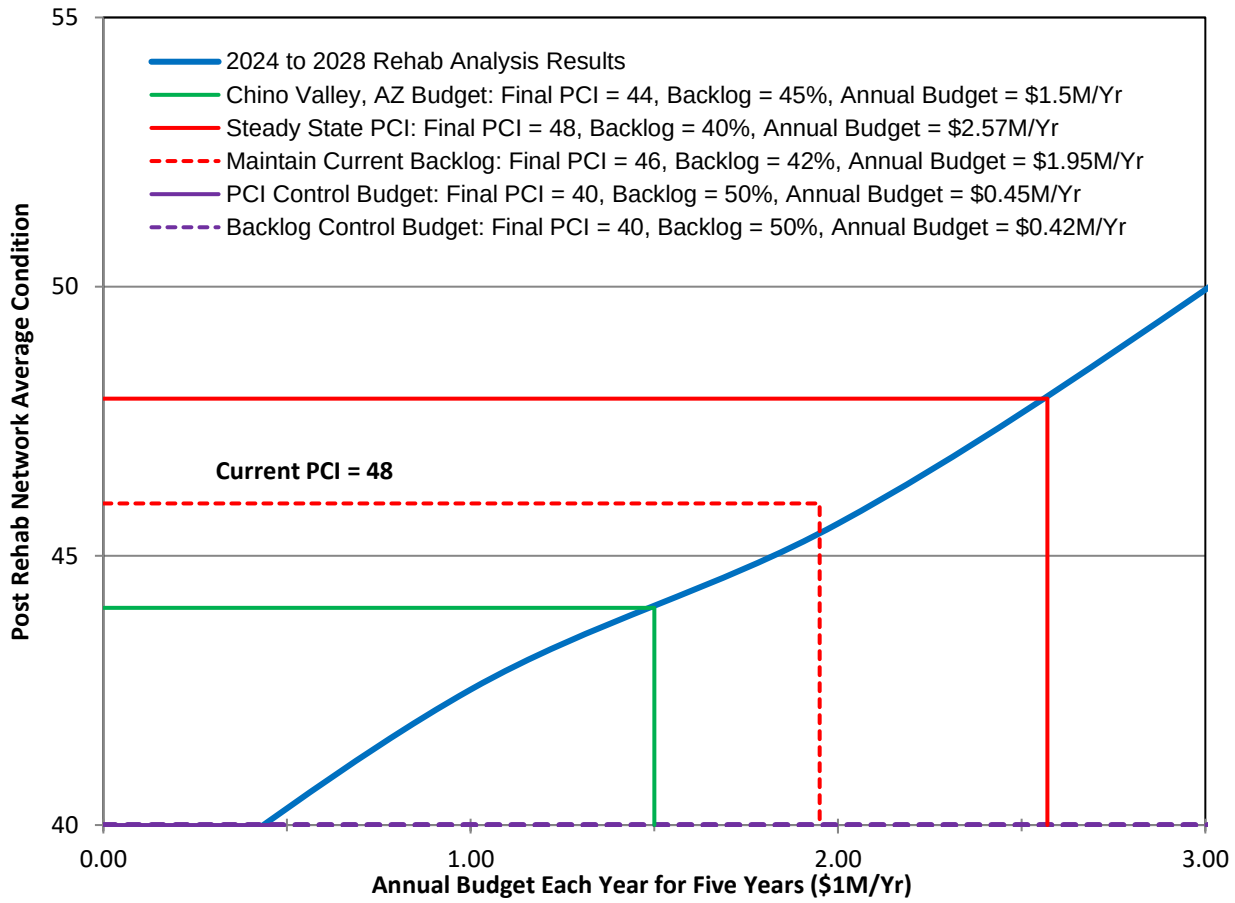


Figure 3 - PCI Based on Five-Year Annual Budget Funding Models

To get the most return on investment, IMS presents the following recommendations based on the data analysis outcome:

- Continue dedicating a portion of funding to inexpensive preventive maintenance activities, such as slurry seals; and continuously monitor their short- and long-term benefits in the network. On these activities, make sure to apply them on good roads with minimal structural defects or properly address the structural deficiencies through localized patching and crack sealing prior to slurry seal application.
- Concentrate rehabs on the critical PCI candidates selected by ESA. These recommendations are focused on the cost of deferral and offer an efficient use of City funds.

This two-pronged approach allows for a gradual increase of the network's average PCI and decrease of the percentage of roads in *Poor* or worse condition over time.

It is important to note that the information presented in the Executive Summary is condensed from various sections of this report. Reviewers are encouraged to familiarize themselves with the detailed information provided in subsequent sections of the report prior to making any specific decisions based on these results. This will ensure that decisions regarding M&R activities are based on a comprehensive understanding of the conditions of the roadways and the recommendations provided in the report.

2.0 PRINCIPLES OF PAVEMENT MANAGEMENT

This section provides an overview of pavement management, including its objectives and the best practices for M&R planning throughout the lifecycle of a pavement. It also highlights the integration of these concepts in the ESA pavement management system, which was used in this report to develop recommendations and analyze the City's pavement network. This context is important for understanding the content and findings of the report.

2.1 Pavement Management Principles

Pavement management is the process of assessing, prioritizing, and preserving or rehabilitating pavements through a logical system that attempts to use available funds in the most cost-effective manner possible. The process is iterative, and as more data becomes available, prediction models are refined to improve accuracy. **Figure 4** illustrates that pavements typically start deteriorating rapidly once they hit a specific threshold. Therefore, it is more cost-effective to invest in cheaper surface treatments during the first 40% of a pavement's lifespan than to defer maintenance until heavier overlays or reconstruction is required just a few years later. Streets that are repaired while in good condition will have an extended lifespan and will cost less to maintain over their lifetime than those left to deteriorate to a poor condition. Without an adequate routine pavement maintenance program, streets will require more frequent reconstruction, thereby requiring significantly greater funding.

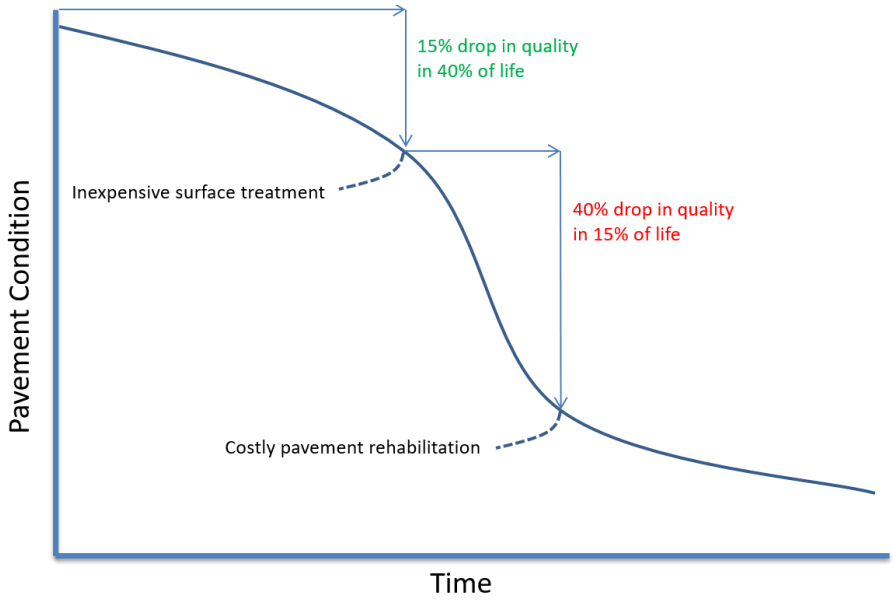


Figure 4 - Pavement Deterioration and Life Cycle Costs

The types of rehabilitation activities that the City chooses to deploy can have a significant effect on the longevity of a pavement. Depending on the PCI zone in which a pavement falls, a detailed rehabilitation strategy needs to be formed. Common rehabilitation types include localized preventive or stop gap activities (e.g. crack sealing, joint sealing, and patching), global preventive maintenance (e.g. fog seals, rejuvenators, slurry seals, microsurfacing, chip seals, cape seals, and thin overlays), major Rehabilitation (e.g. thin or thick mill and overlays), and major Reconstruction

(e.g. surface reconstruction or full reconstruction). Popular examples of cost-effective preventative activities include:

- Crack and Joint Sealing
- Microsurfacing
- Fog Seal and Rejuvenators
- Patching
- Slurry and Chip Seals
- Thin Overlays

A proactive Pavement management program focuses on the Preventative Maintenance category and advocates proper incorporation and application of cost-effective preventative activities. These activities help maintain and repair the surface integrity which can slow deterioration and, depending on the treatment, also extend the life of a pavement. The outcome of this exercise is to increase long-term cost savings and network-level pavement quality over time.

When completed within the target zone for preventative maintenance, a pavement's lifespan can be conveniently extended. The dashed curves in **Figure 5** show the typical lifespan of a pavement that does not undergo any preventive maintenance. Major reconstruction becomes necessary after approximately 20 years. The blue curves show the benefits of preventive maintenance during the first 40% of a pavement's lifespan. Eventually, all pavements will need to undergo reconstruction; however, proactive maintenance and rehabilitation can delay this process for up to an additional 40 years.

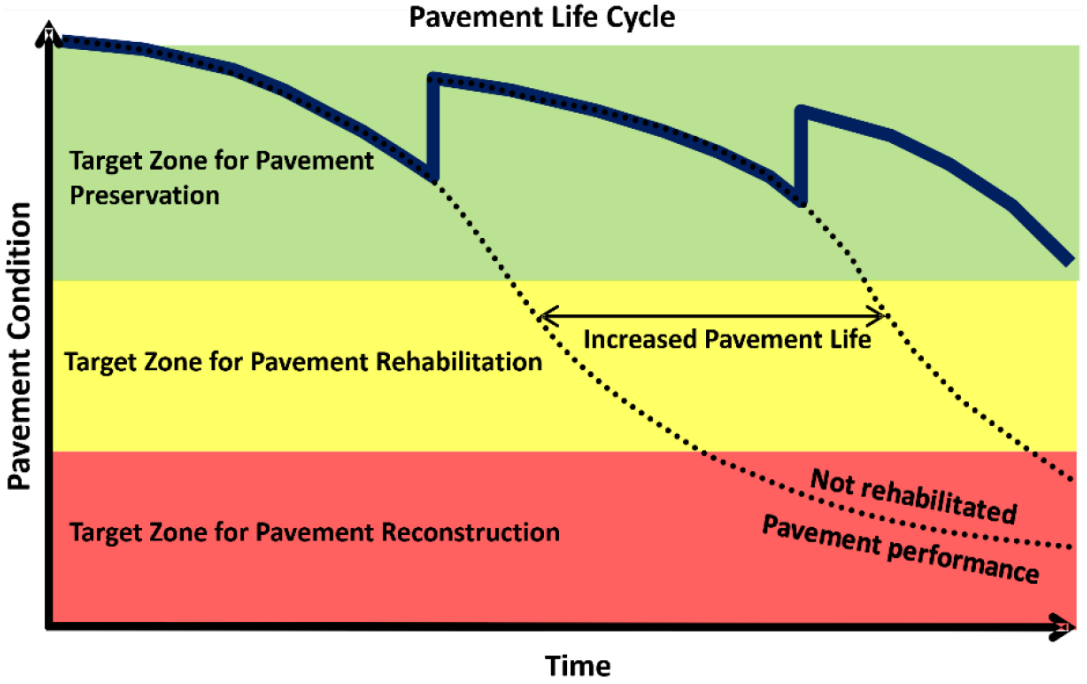


Figure 5 - Pavement Life Cycle Curve

The most effective approach to ensure optimal usage of available funds or to determine the necessary funding to achieve a predetermined level of service is by using a pavement management system. An effective pavement management system can assist agencies in developing an organized catalog of pavement assets, storing periodic condition assessments, and tracking spending and costs. This enables the City to compare trends in data to assess the effectiveness of maintenance activities and new technologies.

3.0 DATA COLLECTION AND ANALYSIS

3.1 Field Survey Methodology

IMS deployed one of its IrisPro Pave Integrated Road Information Systems for data collection. IrisPro Pave integrates industry-leading subsystems, including 3D Pavement Imaging systems, lasers, accelerometers, right-of-way cameras, GPS antenna, distance measurement instruments, computers and more. All collected data is captured with Drive™ data collection software, which is designed to simplify the collection of quality road data with built-in calibration schedules, real-time quality control, GIS maps, section tracking, audible alerts and voice memos, fly-by events, and exception reporting. The custom-designed hardware and software on IrisPro Pave provides sub-millisecond synchronization between all subsystems.

3D Pavement Imaging

The LCMS-2 captures continuous 2D and 3D images at 1 mm resolution in the lane of travel up to 4 m (13 ft) wide at highway speeds, allowing for the visualization and characterization of all features on the road surface. The system allows for collection rates up to 28,000 profiles per second, five times faster than the first edition of LCMS. This allows smaller cracks, especially transverse cracks, to be detected more consistently than in the past. The vertical accuracy has also improved from 0.50 mm to 0.25 mm.

Right-of-way Imaging

The Ladybug 5+ captures high quality 30MP spherical images using six cameras for a 360-degree view of the roadway and surroundings. The images can be viewed in panoramic mode, 360 mode, or individual directional images can be extracted at any desired camera angle. An overview of the vehicle is provided in **Figure 6** Both the Pavement imaging and right of way cameras are triggered on a fixed-distance basis, image capture is precisely synchronized to GPSTime and DMI, and cameras are calibrated for asset inventory and geo-referenced image measurements.

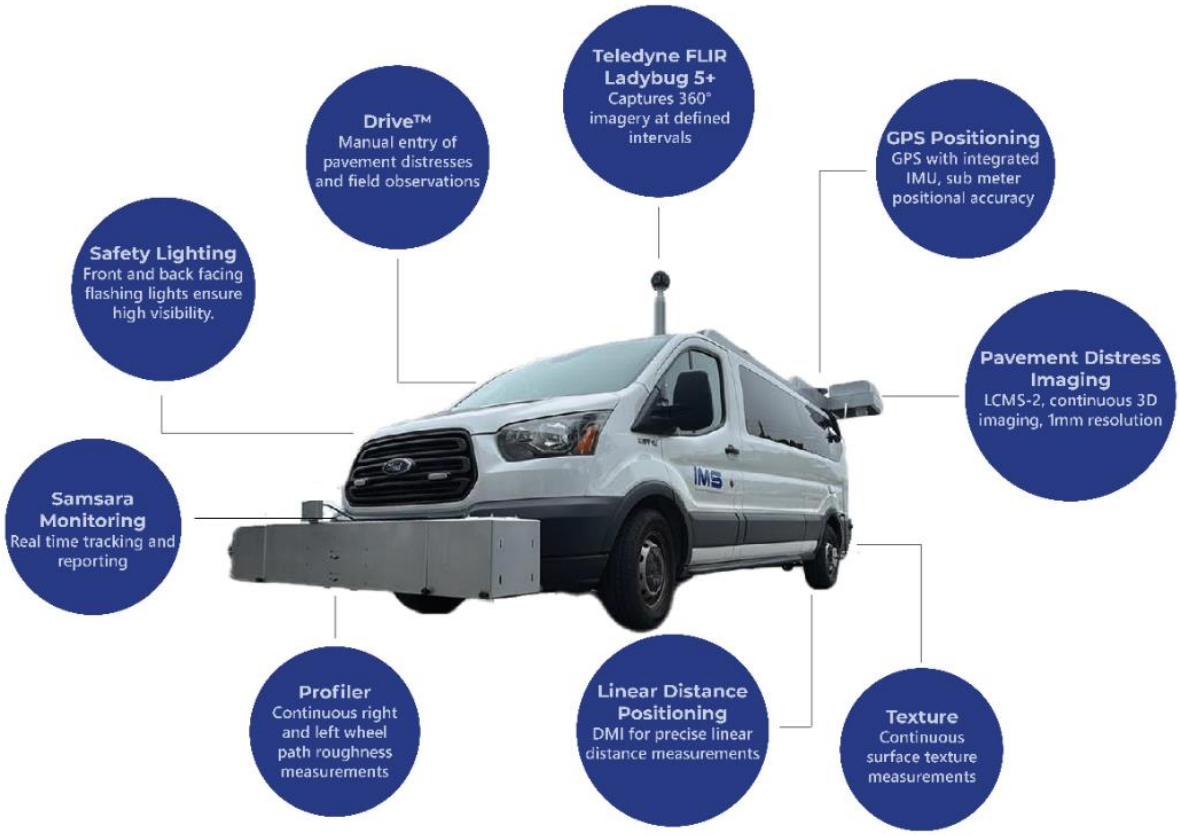


Figure 6 – LCMS-2 data collection vehicle

3.2 Data Quality Assurance

The collected data is processed in the office using the Connect™ software. Connect provides a perfectly synchronized multi window platform to view and alter all collected data including profile, distress, slope, International Roughness Index (IRI), events, images, and GPS map. **Figure 7** shows some examples of how data can be viewed in Connect. Using Connect, the LCMS-2 3D pavement images are analyzed to identify and classify distresses, and the longitudinal profile of the road is analyzed to determine the International Roughness Index (IRI) and ride quality under the wheel paths according to industry standards. All processed data is matched to the segment ID of the roadway.

To ensure the accurate determination of PCI scores, the field data undergoes a rigorous series of processing phases and quality checks. These checks encompass synchronized assessment of both processed and raw data streams. The automatic distress identification and classification process involves various steps: First, different rules and processing parameters are applied on different pavement types; next, the auto detected lane markings are manually adjusted to exclude non-pavement areas and limit the assessment area for cracking and rutting to between the lane markings and invalidation rules are applied to exclude additional anomalies (e.g. near railroad crossing or bridge decks) from the assessment area. Finally, a team of pavement raters who are well-versed in both the distress standards and the data in its digital format review images and make the necessary corrections on areas with gross under/over detection.

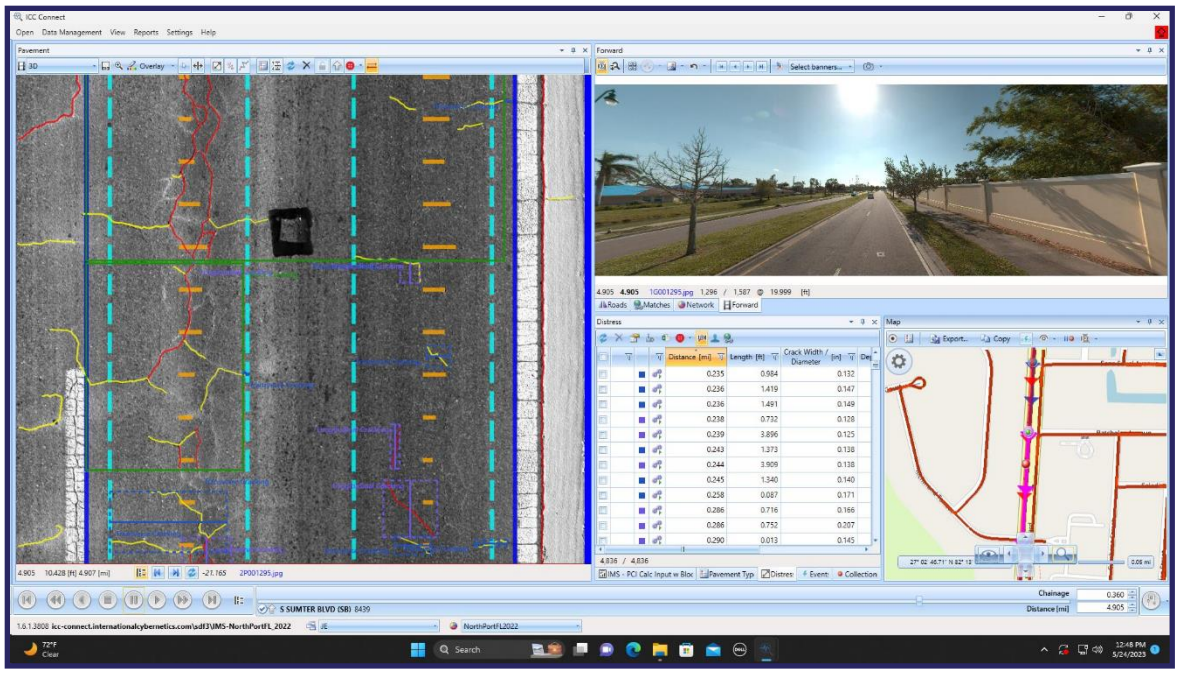


Figure 7 - QC Image from Connect™ Software

To further confirm the accuracy of our condition data, spot checks are conducted on a network-wide basis by both the QC team and engineering staff. These spot checks are carried out on a random selection of road sections across the entire network to verify that the condition data is consistent and accurate. They also help to identify any potential issues that may have been missed during the initial data collection and review process.

Once the QC team and engineering staff have established the integrity of the data, an initial condition spreadsheet with detailed data and summary tables and charts is prepared and submitted for review by the Client. This review process involves a careful examination of the condition data and includes a comprehensive analysis of the data's completeness, accuracy, and consistency before preparing data for import to City's pavement management system.

3.3 Pavement Condition Survey

The goal of the pavement condition survey is to determine an accurate rating for each pavement section. The process of collecting and assessing data involves both automated and manual observations that originate from the data collected with the IrisPro Pave equipped with LCMS-2 downward imaging lasers, an array of 4k cameras, and trained rating personnel.

Within the "Network Analysis" tab in ESA, IMS has populated values for Surface Distresses, Roughness score, and Strength Rating. These three indices form the foundation on which ESA operates. They allow weighing factors to be uniquely specified for PCI calculation.

Surface Distress Index (SDI)

ASTM D6433 provides a method of categorizing surface distress observations for both asphalt and concrete pavements, based on the extent and severity of distresses along the roadway. The Surface Distress Index (SDI) is used to represent the observed pavement defects on a scale from 0 to 100. However, not all surface distresses are given equal weight. Load-associated distresses (LAD), such as

rutting or alligator cracking on asphalt streets, and divided slabs on concrete streets, have a greater impact on the SDI than non-load associated distresses (NLAD), such as raveling or longitudinal and transverse cracking. Even when present in low extents and moderate severity, LAD can significantly decrease the SDI. The SDI inputs are shown in **Figure 8**.

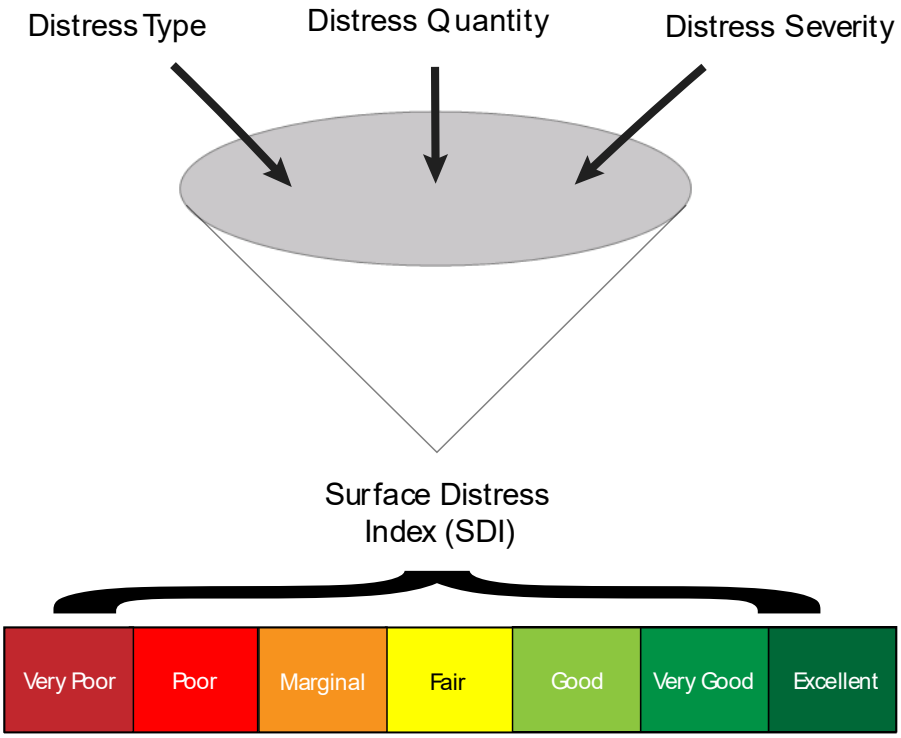


Figure 8 - SDI Inputs and Detailed Scale

ASTM D6433 covers nearly forty unique distress types that may or may not be present in an agency's road network. For that reason, IMS uses a modified approach that collects the most common and relevant distresses. The descriptions in **Table 1** outline some of the distresses collected for the City:

Table 1 – Distress Descriptions

Distress Type	Pavement Type	Description	Example
Alligator Cracking	Asphalt	• Quantified by severity and square footage • Caused by the repeated bending from vehicle loads • Propagate from the bottom, meaning that structural failure has occurred • An LAD with significant impact on the condition score, even at low extents	
Rutting	Asphalt	• Caused by the permanent deformation of the pavement and/or subgrade layers • Low densities can have a large impact on the final condition score due to their implication of possible structural failure	
Longitudinal & Transverse Cracking	Asphalt	• Quantified by their length and width • Results from pavement shrinkage due to natural daily and seasonal temperature cycles, construction issues, or other factors	

Block Cracking	Asphalt	• Quantified by their width and square footage • Form interconnected longitudinal and transverse cracks • Divides the pavement into rectangular pieces • Results from aging and environmental factors	
Patching	Asphalt	• Quantified by the square footage and severity • Always considered a surface defect • Affects ride quality and condition of a pavement	
Raveling	Asphalt	• Measured by severity and square footage affected • Loss of coarse aggregate on pavement surface	
Bleeding	Asphalt	• Measured by severity and square footage • Presence of free asphalt binder on the roadway surface • Results in a pavement surface with reduced skid resistance • Caused by either an excess of asphalt in the pavement or insufficient voids in the matrix	

Edge Cracking	Asphalt	• Measured in linear feet • Caused by traffic loading and weakened base conditions resulting from poor drainage • Run parallel to the road, usually within 1 to 2 feet of the outer edge of the pavement	
Distortion	Asphalt	• Bumps and sags, depressions, swell, corrugation, and shoving • Caused by several factors, such as construction issues, subgrade mixture failure, environmental influence, etc.	
Weathering	Asphalt	• Wearing away of asphalt binder and fine aggregate matrix • Quantified by severity and square footage	

Roughness Index (RI)

The Roughness Index (RI) provides a quantifiable measure of ride quality, which is determined using the industry-standard ASTM E1926 for calculating the International Roughness Index (IRI). This value is derived from the longitudinal profile captured by the LCMS as it records the change in elevation over a distance. Once calculated, it is expressed as a slope and reported in millimeters per meter (mm/m). Typical IRI levels for new, older, and damaged pavements are displayed in **Figure 9.** The IRI is lower on average for roads or pavements that are normally used for higher speed travel.

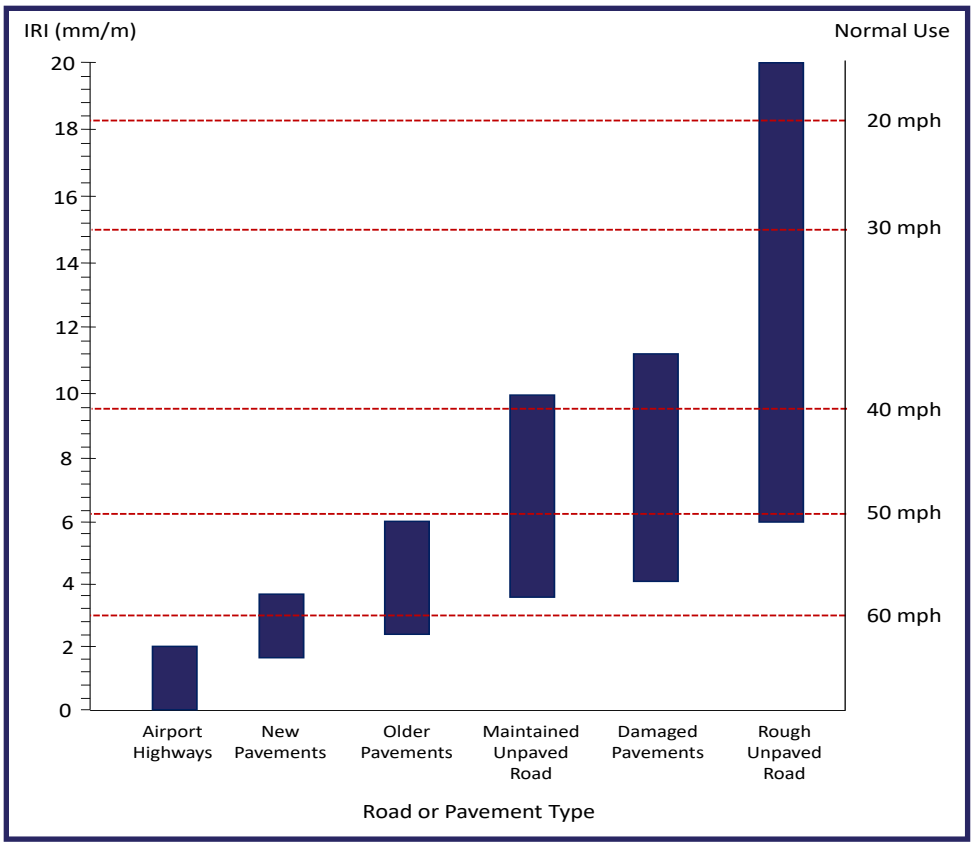


Figure 9 - IRI Scale Definitions

To provide some context, a newly constructed street would typically have an RI value of above 85, whereas a street that requires an overlay would fall within the range of 40 to 70. Roadways in poor condition generally have RI values below 40. For instance, rapid construction can lead to a pavement surface with less-than-optimal smoothness, resulting in a low RI value. These measurements were recorded and used for rehab recommendations, however they were not included as part of the PCI score.

Structural Index (SI)

Structural adequacy testing was not requested by the City. Instead, IMS investigated the relationship between the PCI and the number of LAD observed in each pavement section to generate structural indices. Based on this analysis, each section was assigned a rating of *Weak*, *Moderate*, or *Strong* in terms of its strength. These ratings were represented by an SI of 30, 60, or 80, respectively. The established SI was not used in calculating the overall pavement condition score but rather to help determine appropriate rehabilitation strategies based on the pavement strength rating.

Pavement condition index (PCI) – Following the field surveys, the condition data was imported to ESA for calculating the overall PCI. The PCI for each segment was calculated using the following percentages of weighing factors:

PCI = 100% SDI

Table 2 presents each PCI category along with a brief description of the typical distresses and recommended treatments for each.

Table 2 – Pavement Condition Categories

Category	Typical Distresses and M&R Recommendations	PCI Range
Excellent	Like new condition – little to no maintenance required. Monitor condition or preventive maintenance.	85<PCI≤100
Very Good	Minor cracking, raveling, and other NLAD Routine or preventive maintenance. *E.g., Crack sealing, surface treatment*	70<PCI≤85
Good	Minor to moderate cracking and low severity LAD such as alligator cracking and rutting. Surface treatments with localized repairs and overlays *E.g., Surface treatments, localized surface patching, thin overlay*	60<PCI≤70
Fair	More extensive and severe longitudinal and transverse cracking, as well as moderate severity LAD Localized repairs or major rehabilitation. *E.g., Localized surface and/or full-depth patching, moderate overlays*	50<PCI≤60
Marginal	Localized high-severity alligator cracking, and rutting Major rehabilitation. *E.g., Localized full-depth patching, mill and overlay, traditional overlay*	40<PCI≤50
Poor	A greater extent of severe alligator cracking, rutting Major rehabilitation. *E.g., More extensive full-depth patching, mill and overlay, traditional overlay*	25<PCI≤40
Very Poor	Extensive and severe alligator cracking, more extensive and deeper rutting, and potholes. Major rehabilitation. *E.g., Full-depth reclamation, reconstruction*	0<PCI≤25

3.4 ESA Pavement Management System

The ESA software provides all the functionalities of a standalone software package while being user-friendly. It provides the City with a tool that can effectively catalog, classify, assess, track, and analyze condition data to aid in the processes of budget planning and pavement rehabilitation.

More specifically the program helps the City streamline its pavement management by giving structure to the basic information required for a management system:

- Pavement Section Inventory
- Pavement Deterioration Modeling
- Prioritization
- Funding Analysis
- Inspection Data
- Rehabilitation Selections & History
- Work Planning
- Reporting

Pavement Section Inventory

An accurate inventory of all town-owned streets is necessary to make any determinations, assumptions, or projections within a management system. Individual attributes such as length, width, location, traffic use, surface type, condition, and other factors may be tracked and tied back to a single management segment within ESA. Thereafter, they are given a unique ID within the program. These attributes are critical in determining appropriate rehabilitation activities, prioritizing the management segments within the system, and facilitating placement and sorting during reporting.

Inspection Data

ESA provides the City with the flexibility to use a blended condition index that can be tailored to meet specific goals and requirements. The inputs for this index rely on inspection data from the field survey. This custom reporting value is built based on various aspects considered while ranking the condition of a pavement. The inputs for this index are derived from inspection data collected during the field survey, including PCI and IRI data. Details on the individual components of the inspection are available earlier in Section 3.0.

Pavement Deterioration Modeling

Inspection data by itself is only capable of representing conditions at the time of collection. Nevertheless, within ESA there are customizable curves that can predict the rate of pavement deterioration based on a streets functional class, pavement type, and strength rating. These deterioration curves are critical in predicting future pavement conditions and determining appropriate rehabilitation strategies. The model assumes that pavements with similar attributes and usage will deteriorate at similar rates. For instance, high volume asphalt arterials that are already in poor condition are expected to deteriorate faster and are represented in **Figure 10** by a purple line. In contrast, low volume concrete local streets are expected to deteriorate slowly and are represented by a blue dashed line.

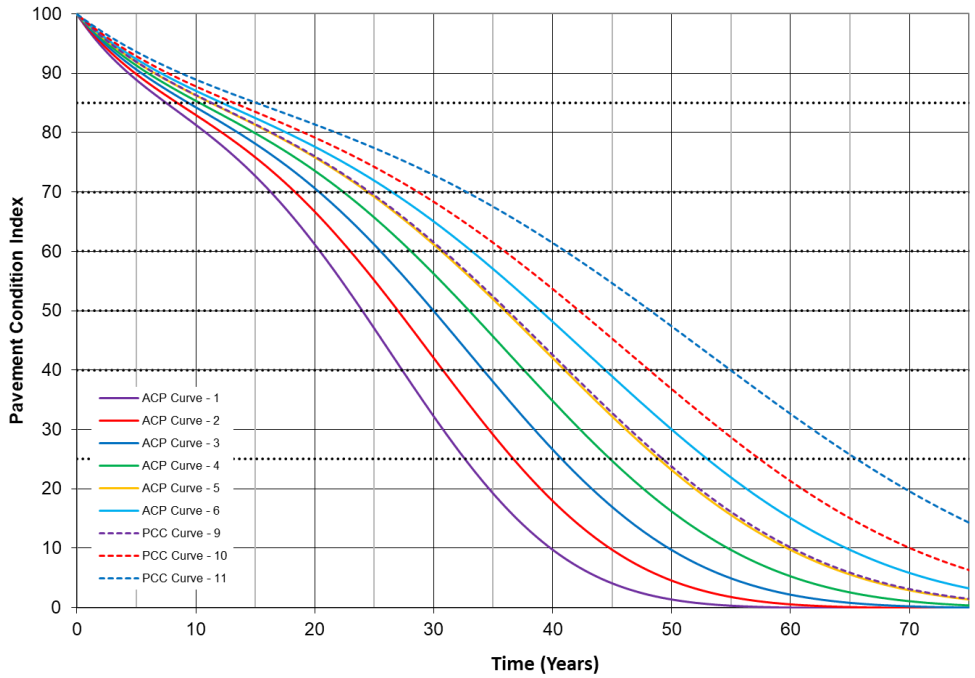


Figure 10 - Asphalt Concrete Pavement (ACP) and Portland Cement Concrete (PCC) Deterioration Curves

Rehabilitation Work Selections & History

ESA uses a set of protocols that allow for activities to be assigned to PCI ranges based on filter criteria that give the City the ability to create detailed rehabilitation strategy sets for each functional class and pavement type according to the best practices determined for that pavement.

As planned rehabilitation work is completed, a record of the work should be added to the pavement management system. This ensures that conditions are up to date for future selections and creates a repository of information to aid in planning.

Prioritization

Within ESA, the option is available to prioritize pavement projects for rehabilitation based on six main criteria: PCI, Cost of Deferral, Pavement Strength, Pavement Type, Functional Class, and the Area of a segment. Depending on the goals set forth at the beginning of the project, these criteria can be weighted differently based on their definition to create an overall priority factor for a project. Additional details on these factors are available in Section 5.

Project planning

The ability to plan work as needed allows the management program to better reflect the realities of a paving program. Certain constraints may be applied to funds that require their use within a certain year and activities relating to other assets may dictate the time and type of work to be performed. ESA allows for predefined projects to be entered into the management plan to account for work that is known. This ensures that the outcome is consistent with overall town planning and accurately reflects current funding allocations.

In terms of pavement management efficiency, a program based on worst-first, that is starting at the lowest-rated street and working up towards the highest, does not achieve an optimal expenditure of funds. Generally, under this scenario, agencies cannot sufficiently fund pavement rehabilitation and lose ground despite injecting large amounts of capital into the network.

The preferred basis of rehabilitation candidate selection is to examine the cost of deferral of a street against increased life expectancy.

Funding analysis

The actual process of determining where and when to spend funds is a function of the inputs mentioned in this section. Information from the street section inventory, condition survey, deterioration modeling, rehabilitation activity protocols, prioritization, and project planner are all assessed to predict the potential outcomes of funding scenarios. These can either be goal-based or budget-based. A more detailed description is available in Section 5.0.

Reporting

ESA has the ability to generate basic reports for common data requests through a set of predefined layouts. This allows for quick access to section condition summaries, inspection data, budget scenario summaries, and data charts. The GIS data used to generate this report is also linked to the section summary information to allow for quick and easy visualizations of the data if imported into a GIS utility. An example of data, as presented in ESA, can be seen in **Figure 11**.

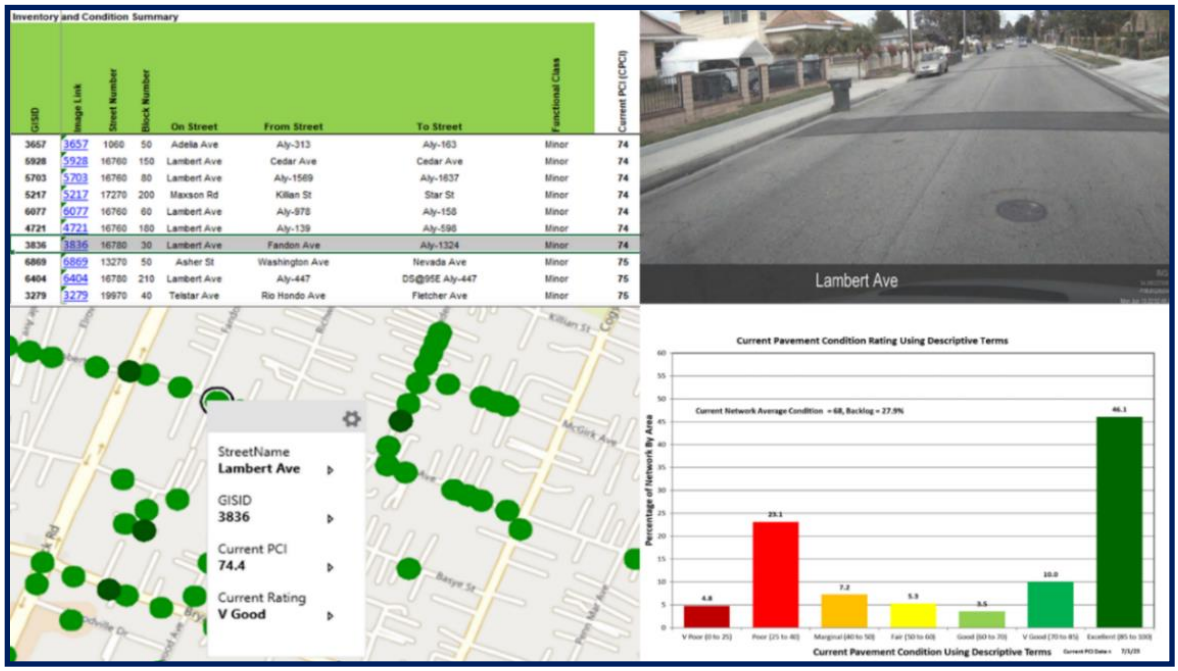


Figure 11 - Example of ESA City Data

3.5 Summary

This section outlined the fundamental concepts of pavement management and described the implementation process for the City's pavement management system. The operating parameters of ESA were reviewed, and the inputs provided by the LCMS-2 technology were explained to provide context for calculating PCI, Roughness Index, and Pavement Strength.

4.0 PAVEMENT CONDITION SURVEY RESULTS

This section will review the results of the pavement condition survey performed in July 2023. The segments were deteriorated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis (July 2024). This section includes a summary of conditions in the functional classes used in the City's analysis, followed by a review of network photos taken from the survey vehicle. A series of charts will then summarize the findings of the condition survey and provide an overview of the PCI distribution across the City's pavement network.

4.1 City Street Inventory and Condition Summary

The City of Chino Valley is currently responsible for approximately 123 centerline miles of pavement with an overall PCI of **48** and a backlog of **43%.** On the following page, **Table 3** presents the City's inventory and pavement condition breakdown across different functional classes. Detailed information for each management section is available in **Appendix A**.

Table 3 - Network Inventory Summary by Functional Class and Pavement Type

	Network	Arterial	Collector	Local
Segment (Block) Count	910	199	89	622
Network Length (ft):	649,870	189,910	72,841	387,119
Network Length (mi):	**123.1**	36.0	13.8	73.3
Average Width (ft):	24.7	26.3	23.1	24.2
Network Area (yd2):	1,782,040	555,695	186,942	1,039,403
Current Pavement Condition	**48**	37	37	56
Current Backlog (%) 1/1/24	**43**			

4.2 City Network Condition Imagery

The images presented in this section provide a sampling of the City's streets that fall into various condition categories. A discussion of potential rehabilitation strategies is included for each category.

Very Poor (PCI = 0 to 25) – Complete Reconstruction



West Road 3 from North Yavapai Street to North Mohave Street (GISID 2215, PCI = 2) – Rated as Very Poor, this street displays a large quantity of alligator cracking and potholes severe enough to suggest that the pavement structure is inadequate for current traffic loads. The rehabilitation of roads in this condition through a mill and overlay is generally ineffective, as the failures usually extend to the bottom of the pavement layer. Streets in this condition require rehabilitation that involves removal and replacement of the asphalt layer, base stabilization, or complete reconstruction based on design requirements.

Deferral of reconstruction of streets rated as Very Poor will not cause a substantial decrease in overall pavement quality. The streets have passed the opportunity for overlay-based strategies, meaning that reconstruction, which can be expensive, is the most suitable solution. Thus, Very Poor streets are often deferred in favor of rehabilitating more streets at lower costs, resulting in a greater net benefit to the Town. This strategy, however, must be sensitive to citizen complaints that may demand the prioritization of these street repairs. In addition, this type of street can pose a safety hazard for motorists since severe potholes and distortions may develop. It is important to consistently monitor these streets and check for potholes or other structural deficiencies until the street is eventually rebuilt.

Poor (PCI = 25 to 40) – Last Opportunity for Surface Base Rehabilitation



South Papago Drive from East Havasu Avenue to South Piute Place (GISID 1899, PCI = 33) – Rated as Poor, this segment still has some remaining life before it becomes a critical reconstruction need. As evident in the imagery, a fair amount of the segment contains alligator cracking and potholes that have been previously filled. If left untreated, a partial to full reconstruction would be required within a short period of time.

On heavily trafficked roadways, Poor streets often require partial to full reconstruction. On local roadways, they generally require removal of the pavement surface through grinding or excavation, base repairs, restoration of the curb line and drainage, and then placement of a new surface.

Marginal (PCI = 40 to 50) – Thick Overlay + Patching



North Prescott Drive from East Union Lane to East Mahan Lane (GISID 1303, PCI = 44) – This street displays transverse and longitudinal cracking across the middle and edges of the pavement. There are sections of alligator cracking dispersed along the segment as well as some previously filled potholes.

Marginal streets that display high amounts of load associated distresses (LAD) are selected as a high priority for rehabilitation as they generally provide the best cost/benefit ratio to the City. If left untreated, Marginal streets with high amounts of LAD will deteriorate to become partial reconstruction candidates. Marginal streets that are failing due to materials issues or non-load associated failures may become suitable candidates for thick overlays if deferred, without a significant cost increase.

Fair (PCI = 50 to 60) – Moderate to Thick Overlay



South Maricopa Street from West Road 2 to West Road 1 (GISID 2300, PCI = 55) – Fair streets have similar characteristics to Marginal streets in that the distresses present tend to be localized and moderate in severity; however, the distresses will predominately be non-load related (i.e., caused by environmental or other factors). This street displays block cracking towards the middle of the pavement. There are moderate amounts of longitudinal and transverse cracking, with some cracks being deep but localized.

Like Marginal streets, Fair streets can provide a good cost/benefit ratio to an agency if addressed with an adequate rehabilitation technique. Stretching the application for surface treatments into this range can pose a cheap alternative to overlays but does not provide the appropriate renewal to the structural capacity of the pavement and may allow load related deterioration to continue unabated.

Good (PCI = 60 to 70) – Surface Treatments



West Polaris Drive to North Newton Way to North Saturn Drive (GISID 1808, PCI = 64) – Rated as Good, the primary cause of deterioration for this street is the longitudinal and transverse cracking. The pavement surface could be restored with spot patching to remedy the more heavily distressed areas.

Preventive measures on streets considered Good can have a positive impact on the City's funding needs. While the expected life of a slurry seal is not as long as that of an overlay, its ability to slow deterioration and relatively low cost can free up funding for streets in worse condition.

Very Good (PCI = 70 to 85) – Surface Treatments and Localized Rehabilitation



East Bainbridge Lane from Armitage Way to East Sussexx Way (GISID 2114, PCI = 74) – Rated as Very Good, this street displays minor amounts of transverse cracking. It is an example of a candidate for preventive maintenance to extend the life of the roadway.

Also, routine maintenance prevents water intrusion by sealing and slowing crack growth. By keeping water out of the base layers, the pavement life is extended without the need for heavier rehabilitations.

Excellent (PCI = 85 to 100)



East Road 2 South to Unnamed RD (GISID 1528, PCI = 94) – Rated as Excellent, this pavement displays little to no surface distresses. The ride is smooth, and the surface and the base are intact. Excellent roads should be periodically assessed for crack development that would trigger routine maintenance activities.

4.3 City Network Condition Distribution

Figure 12 shows the distribution of pavement condition for the roadway network in Chino Valley.

- Approximately nine percent (9%) of the network can be considered in *Excellent* condition and should be closely monitored to ensure timely application of early localized preventive measures.
- Approximately eighteen percent (18%) of the network falls into the PCI range considered *Very Good*. These are roads that benefit most from preventive maintenance techniques, such as spot patching and slurry seals.
- Fourteen percent (14%) of the streets are rated as *Good* and may still be candidates for slurry seals or thin overlays.
- Approximately sixteen percent (16%) of the network can be considered in *Fair* to *Marginal* condition and represents candidates for progressively thicker overlay-based rehabilitation. If left untreated, they will decline rapidly into reconstruction candidates.
- Forty-three percent (43%) of the network is rated as *Poor* or *Very Poor*, meaning these roadways have deteriorated to the point where surface rehabilitation can no longer restore the pavement to a point of structural adequacy. Rehabilitation of the entire pavement structure is required for these segments.

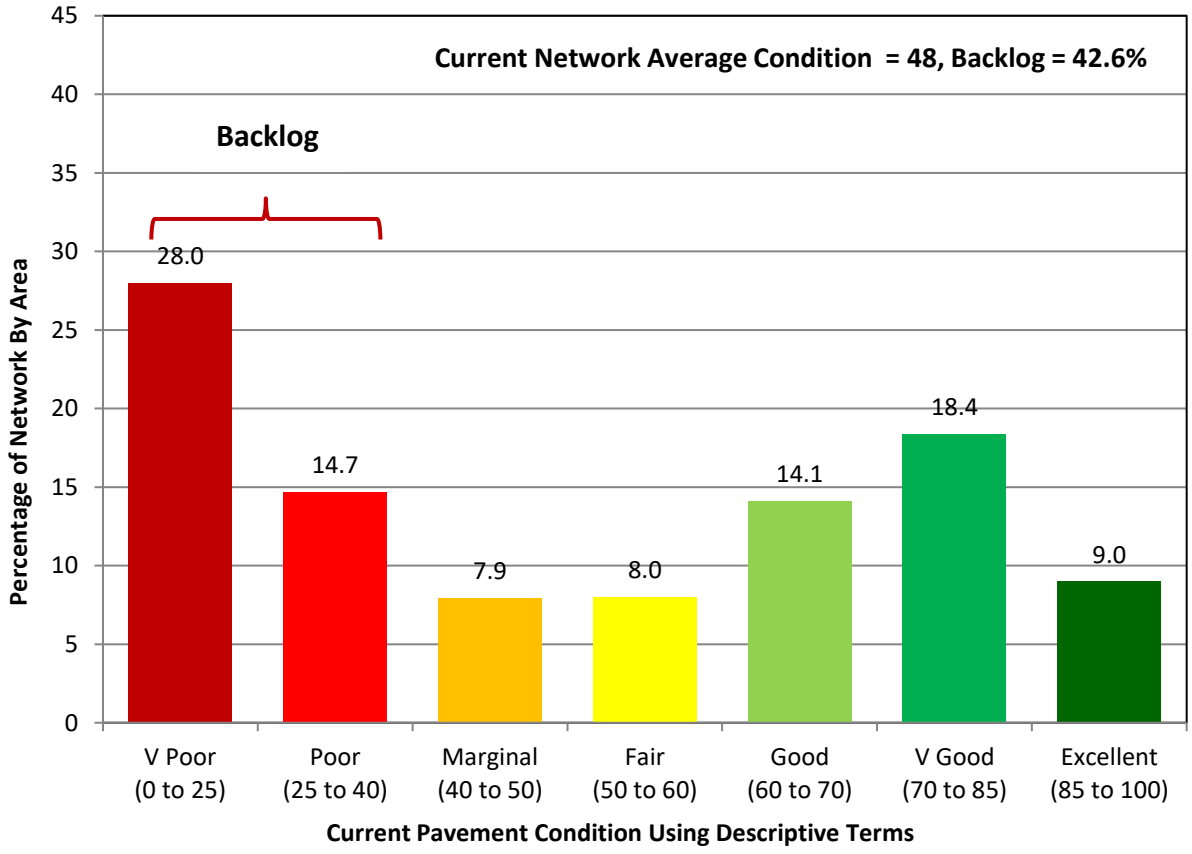


Figure 12 – Current Pavement Condition

4.4 Condition By Functional Classification

Analyzing subsets of data in addition to the overall pavement condition can provide a better understanding of where an agency should focus its resources. **Figure 13** displays the distribution of pavement conditions for each functional class, revealing that arterial and collector roads contribute the most to the portion of the City's network categorized as *Marginal* or below in condition (under 50 PCI). This is a concern from a pavement management perspective, as arterial and collector roads typically receive the highest amount of traffic and require greater funds to construct. These costs are reflected in the rehabilitation rates table shown in Section 5.

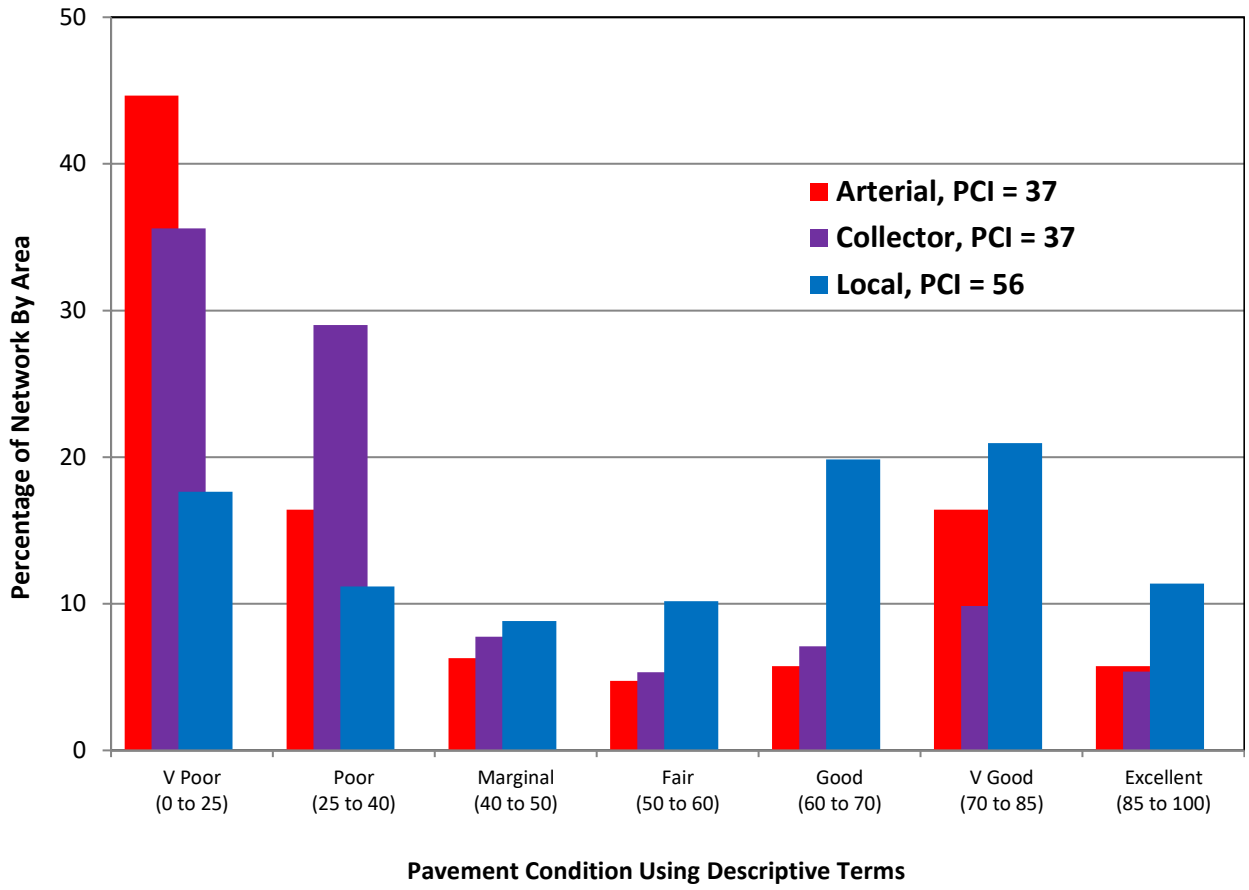
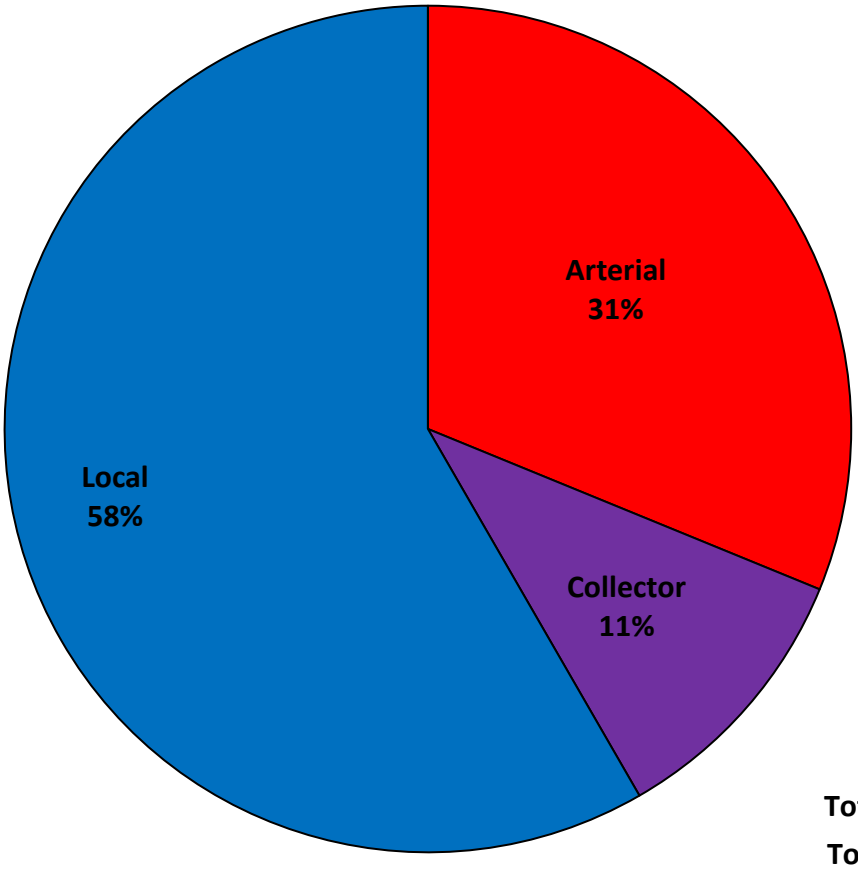


Figure 13 - Condition Rating by Functional Classification

When evaluating the condition of pavement based on the percentage of network it covers, the proportion of each class in the overall network must also be considered. This distribution is illustrated in **Figure 14**.



Total Mileage = 123.1 Miles

Total Area = 1782k Sq Yards

Figure 14 - Functional Classification Distribution By Area

4.5 Structural and Load Associated Distress Analysis

Pavement distresses are classified into two categories: LAD and NLAD. LAD, such as rutting and alligator cracking, are directly caused by traffic loading and lead to a decreased structural capacity. NLAD result from material or environmental issues, including longitudinal and transverse cracking, bleeding, and raveling. LAD have a greater impact on the overall condition score than NLADs due to their implication of structural failure.

The roadways in the County were not tested conventionally for structural integrity; however, they were still evaluated for prioritization purposes by classifying them into three categories: Weak, Moderate, or Strong based on the type of distresses and PCI. **Figure 15** shows the comparison between the sum of LADD found on a segment and the PCI of the segment. It is worth noting that the majority of the City's pavements fall under the Moderate category based on the recorded distresses. The majority of the data points are contained within or above the bold black lines. Those that appear above the top black line (in the section labeled weak) show weaker-than-expected structural strength when compared to their PCI. These pavements may be good candidates for thicker overlay or partial reconstruction, where normally a thinner overlay would be recommended.

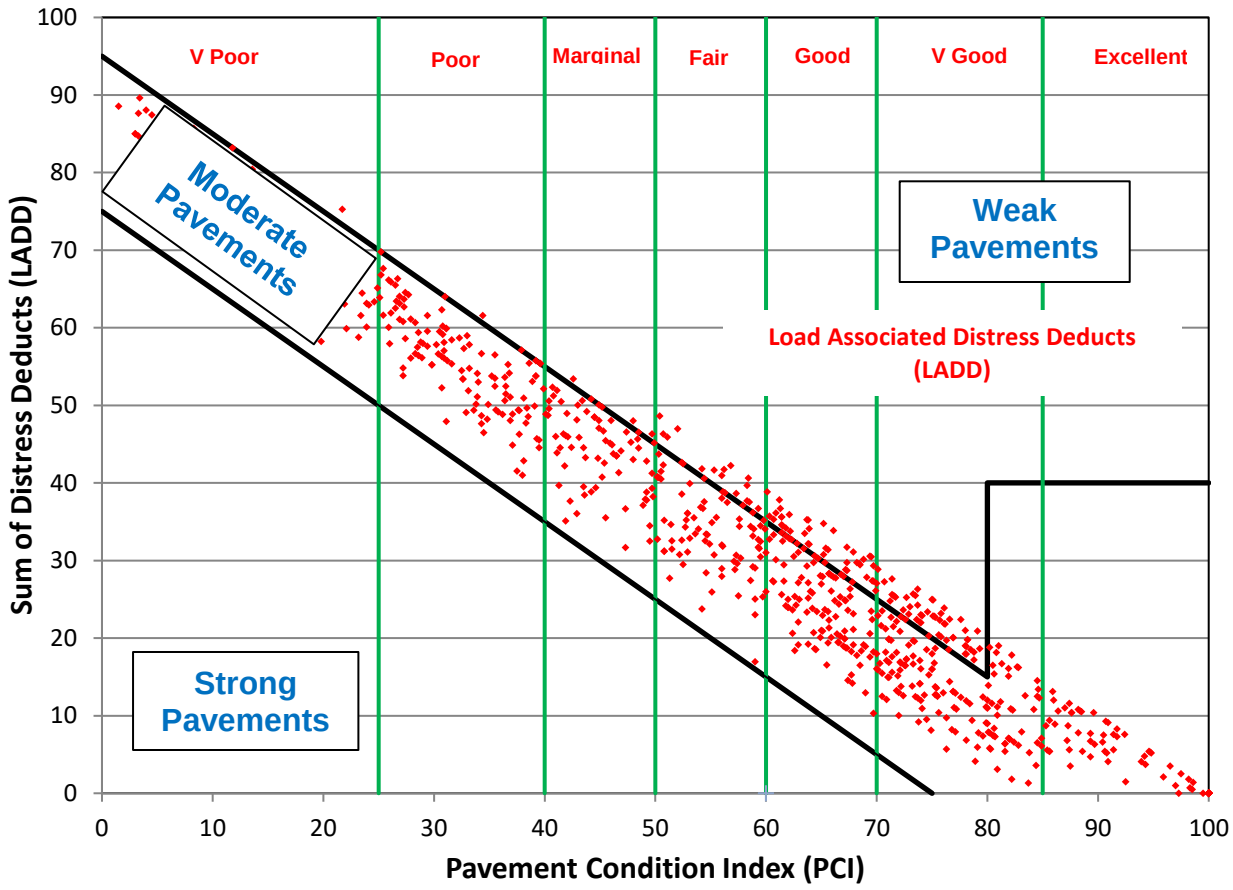


Figure 15 - LADD compared to PCI

4.6 Summary

Section 4.0 of the report provided a detailed analysis of the results obtained from the pavement condition survey conducted in the City of Chino Valley. The section covered the functional classifications in the City and their respective PCI values, which were further illustrated with pavement photographs taken during the survey. Additionally, the section provided a breakdown of the pavement condition distribution for each functional class. **Overall, the network average PCI for Chino Valley was found to be 48 with a backlog of 43%.**

5.0 REHABILITATION PLAN & BUDGET DEVELOPMENT

This section discusses the results of the pavement management analysis that was performed using the ESA pavement management system, starting with an overview of the assumptions that were used when implementing the system, such as the unit rates and the selection methodology for rehabilitation candidates. The subsequent section, **5.2**, details the results of each of the various budget runs, along with their predicted conditions. This is highlighted further through a series of charts that are used to demonstrate the advantages and disadvantages of various funding models.

5.1 Key Analysis Set Points and Assumptions

Pavement management analysis requires user input to complete its condition forecasting and prioritization. A series of operating parameters were developed to create an efficient program that is tailored to the City's needs.

Selecting Segments for Rehabilitation

The selection of rehabilitation candidates through a worst-first approach or subjective committee input is neither efficient nor cost effective. It is important to establish a set of criteria and determine their importance in the selection process. ESA has defined commonly used criteria within the program that allows different weighting factors to be applied depending on the City's goals. This approach can lead to more objective and effective selection of rehabilitation candidates.

- **PCI** – As mentioned earlier in this section, the results of the pavement condition survey are used to generate a PCI that ranges from 0-100 where 0 is considered the worst and 100 the best. This factor can be given a higher weight to give greater priority to poor condition streets.
- **Cost of Deferral** – As time passes a pavement will deteriorate and require more costly repairs as it ages. ESA can be configured to prioritize streets nearing the point where this cost increase occurs.
- **Pavement Strength** – Through the use of deflection testing or the prevalence of LAD, the relative strength of a pavement can be determined. A prioritization factor can be applied that gives preference to streets that may deteriorate faster in order to apply more cost-effective rehabilitation early in the life cycle.
- **Pavement Type** – Depending on costs, design life, and the City's goals, a weighting factor can be applied based on the materials used to construct the pavement.
- **Functional Class** – Generally higher volume streets are given the greatest priority within a program since they serve the most vehicles.
- **Planned or Committed Projects** – When developing the rehabilitation plan, projects that are already scheduled to be completed are taken into consideration. This is done by adjusting the PCI scores to reflect the expected improvement resulting from these projects.

For the City, the weighting factors for these categories were established with the aim of maximizing the cost savings associated with the concept of deferred maintenance and addressing Weak pavements with lower PCI scores. The goal is to minimize the growth of the backlog.

Rehabilitation Strategies and Unit Rates

The funding requirements for the City are mainly determined by the rehabilitation strategies and unit rates used in the budget analysis. **Table 4** presents a breakdown of the costs associated with different pavement rehabilitation activities and their application. The table also suggests a recommended rehabilitation funding sequence based on the cost of deferral. A lower number in this column indicates a higher priority for rehabilitation based on the cost of deferral.

The parameters to consider when forming rehabilitation strategies include:

- **Rehab Activity** – This includes the assigned identifier and name of each rehabilitation strategy. Various degrees of slurry sealing are outlined to highlight the increasing cost associated with additional patching requirements for lower PCI streets.
- **Min, Max, and Critical PCI** – The PCI range for the application of a specific rehabilitation activity is determined by the Min and Max values that set the upper and lower limits, while the Critical PCI indicates the threshold at which rehabilitation becomes a higher priority to leverage the cost of deferral factor. There can be overlap in the PCI range to allow for further differentiation based on pavement strength.
- **Unit Rates** – The cost of rehabilitation is presented per square yard for each combination of pavement type, functional class, and rehabilitation activity. A base unit rate is set for the lowest assumed cost of a work type, and it is adjusted for each functional class to account for additional work such as traffic control, intersection improvements, landscaping, utility adjustments, and right-of-way (ROW) infrastructure. IMS worked closely with the City to determine rates that accurately represent the cost of work.

Table 4 – Rehabilitation Rates

Pavement Type	Rehab Activity	Min PCI	Critical PCI (Need Year)	Max PCI	Base Unit Rate ($/yd2)	Arterial Unit Rate ($/yd2)	Collector Unit Rate ($/yd2)	Local Unit Rate ($/yd2)
FunCL Rate Premium						**110**	**108**	**105**
All	Routine Maintenance	85	100	100	**0.00**	0.00	0.00	0.00
Asphalt	Slurry Seal / Chip Seal	80	82	85	**4.00**	4.40	4.30	4.20
Asphalt	Chip Seal	70	73	80	**4.00**	4.40	4.30	4.20
Asphalt	Edge Mill + Thin Overlay (1.5 - 2.0)	60	63	70	**24.00**	26.50	25.75	25.25
Asphalt	FWM + Thick Overlay (> 2.0 - 3.0)	50	54	60	**26.00**	31.50	30.00	28.50
Asphalt	ACP Full Depth Reconstruction	0	15	25	**106.00**	117.00	114.00	111.00

5.2 Network Budget Analysis Models

The pavement management analysis using the ESA system involved combining the condition assessment, deterioration model, prioritization factors, and rehabilitation assignments to conduct a budget analysis. With this information, the program can predict the outcomes of different funding levels or suggest the funds necessary to achieve specific goals. To model network trends and estimate the funding levels needed to reach certain condition and distribution targets, IMS conducted an analysis using a series of budgets. The results of this analysis are detailed in this section.

Budget Targets

The following scenarios were generated to forecast the outcomes of the current estimated City budget compared to City's target PCI goals over the next five years. The models determine what level of funding may be appropriate going forward. The values for backlog and PCI have been rounded to the nearest whole number to improve legibility. Varying budget figures will have slightly different outcomes that are visible in the charts but may not be completely represented in the legend text.

Five-year Models:

- **Chino Valley Budget** (Green Line) – This represents the City's current average annual budget of **$1.5M/Yr.** dedicated to pavement preservation and rehabilitation. This level of funding will result in a network average PCI score of **44** and a backlog of around **45%** after five years.
- **Maintain Current Backlog** (Red Dashed Line)– The Maintain Current Backlog budget was developed in order to maintain the current backlog of **42%**. This results in a budget value of **$1.95M/Yr.** and a PCI increase to **42** after five years.
- **Steady State PCI** (Red Line) – This is simply the funds required to maintain the current network average PCI at around **48**. The annual budget required to do so is approximately **$2.57M/Yr**. Backlog will decrease to **40%** of the network after five years. This budget is very close to the City's current budget.
- **PCI Control** (Purple Line) – The PCI Control model determines the minimum funding required to maintain the PCI at a level of **40**. This budget is **$0.45M/Yr.** and will result in a backlog of **50%** after five years.
- **Backlog Control** (Purple Dashed Line) – The Backlog Control budget was developed in order to restrict the backlog to **50%**. The funding required to achieve this backlog goal is **$0.42M/Yr.** and will also decrease the PCI to **40** after five years.

The results of the analysis are summarized in **Figure 16**. The x-axis highlights the annual budget, while the y-axis plots the five-year Post Rehab Network Average PCI values. The diagonal blue line is the network trend model developed to show estimated PCI along with a funding range up to $3M/Yr.

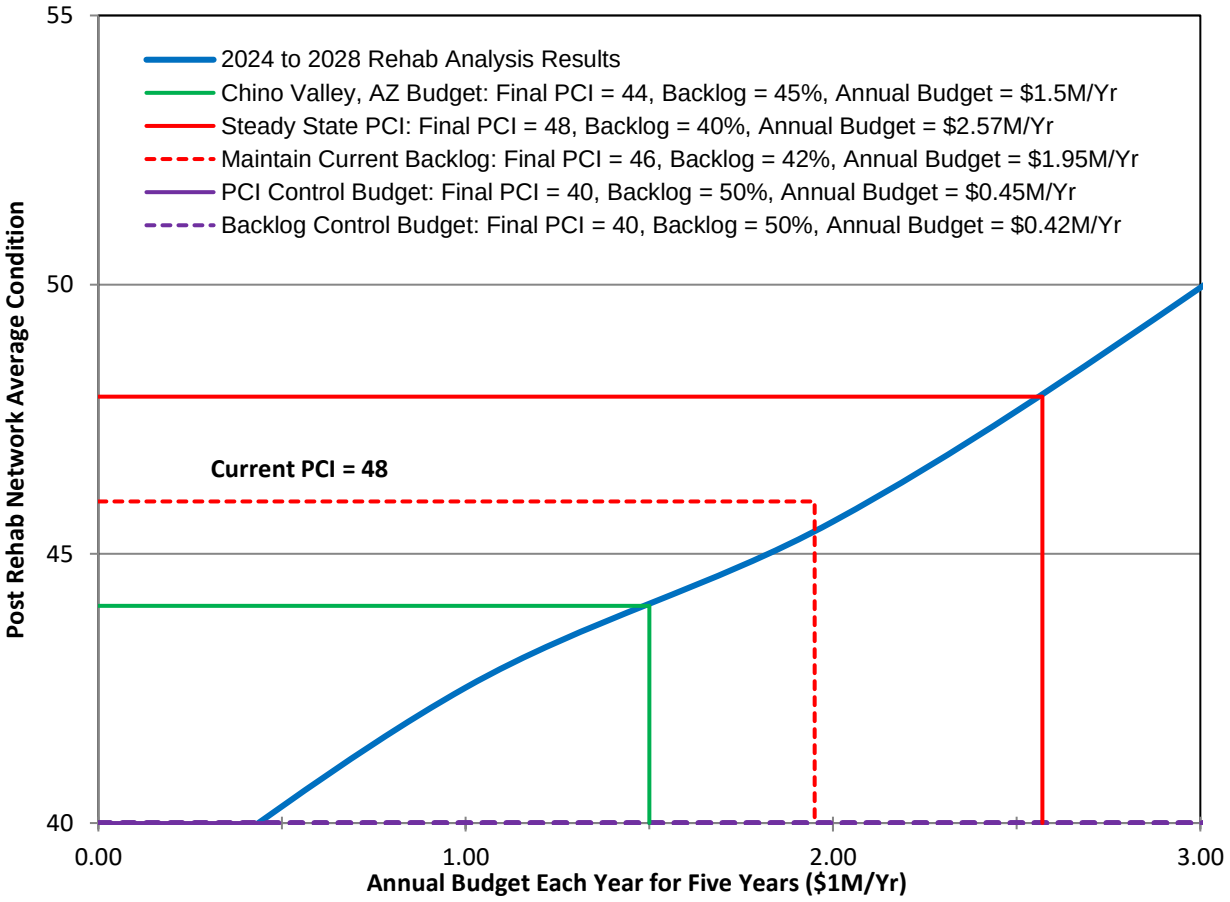


Figure 16 – Five-year Post Rehab Network PCI Analysis Results

Figure 17 presents the resultant network backlog against the annual budget. It is similar to **Figure 16**, but instead of plotting the average PCI score, it displays the total backlog after five years with a blue diagonal line. The City currently maintains a backlog of 43%. As the backlog grows, the funding required to return to the current level will increase.

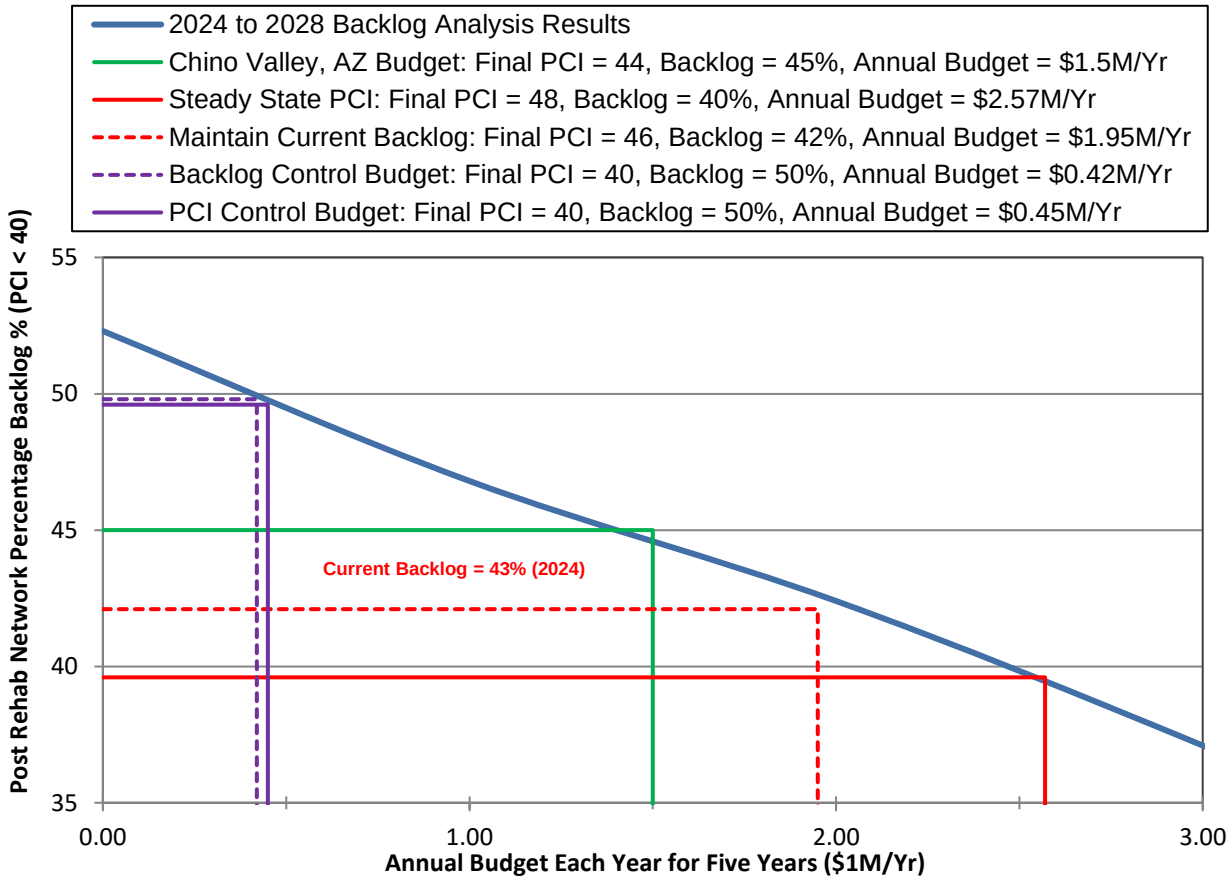


Figure 17 – Five-year Post Rehab Network Backlog Results

Figure 18 presents the analysis results on an annual basis. This shows that if the budget falls below $2.57M/Yr. (Steady State PCI Budget), over time the overall condition of the roads is expected to deteriorate as the backlog grows.

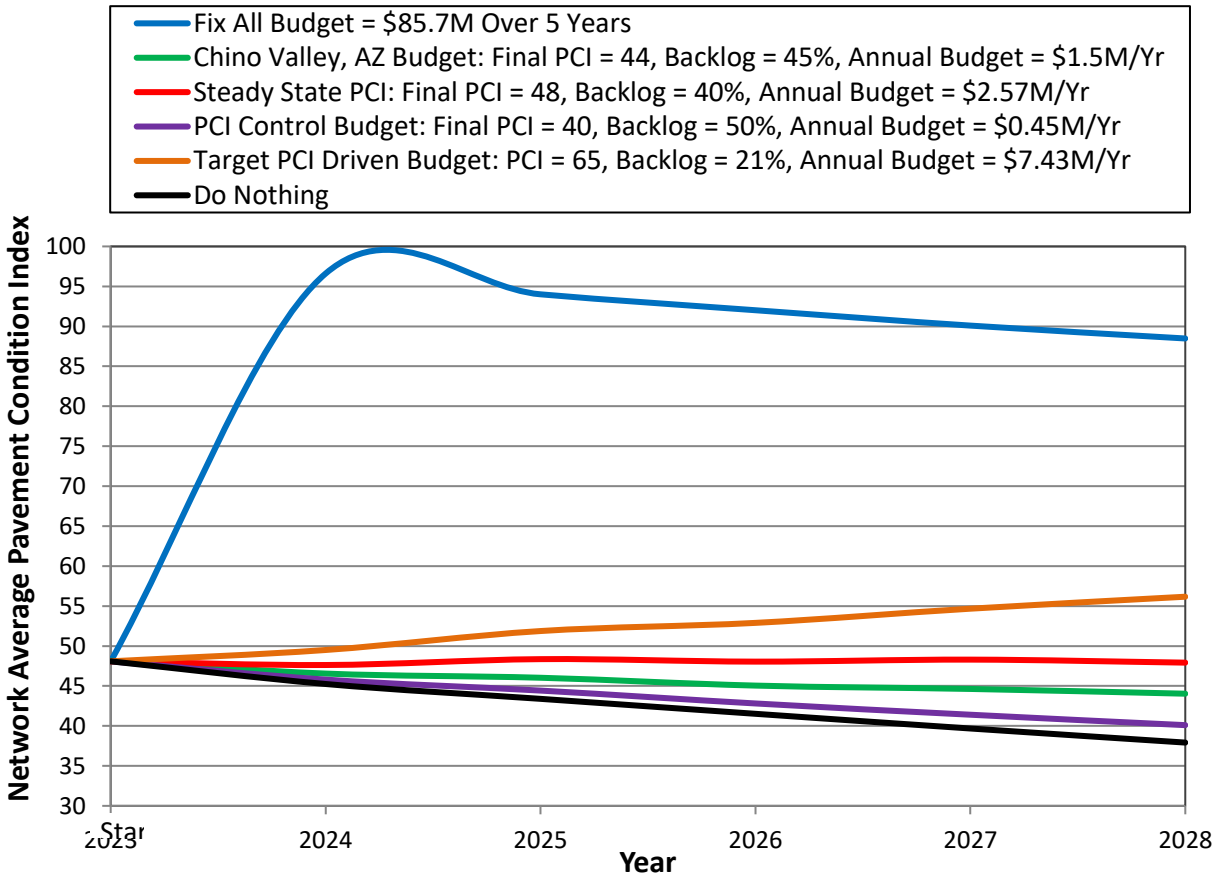


Figure 18 – Five-year Annual PCI

5.3 Post Rehabilitation Condition

Figure 19 compares the percentage of the City's network area separated into each pavement condition category for two scenarios: the current network average condition (shown in red) and the projected condition in five years with the City's budget (shown in blue). The analysis shows that if the City's current budget is maintained, the average PCI is expected to drop to 44 by the end of the five-year analysis period, and the backlog is projected to increase slightly to approximately 45%. The total percentage of *Excellent* pavements is predicted to increase to 15% of the network over 5-years.

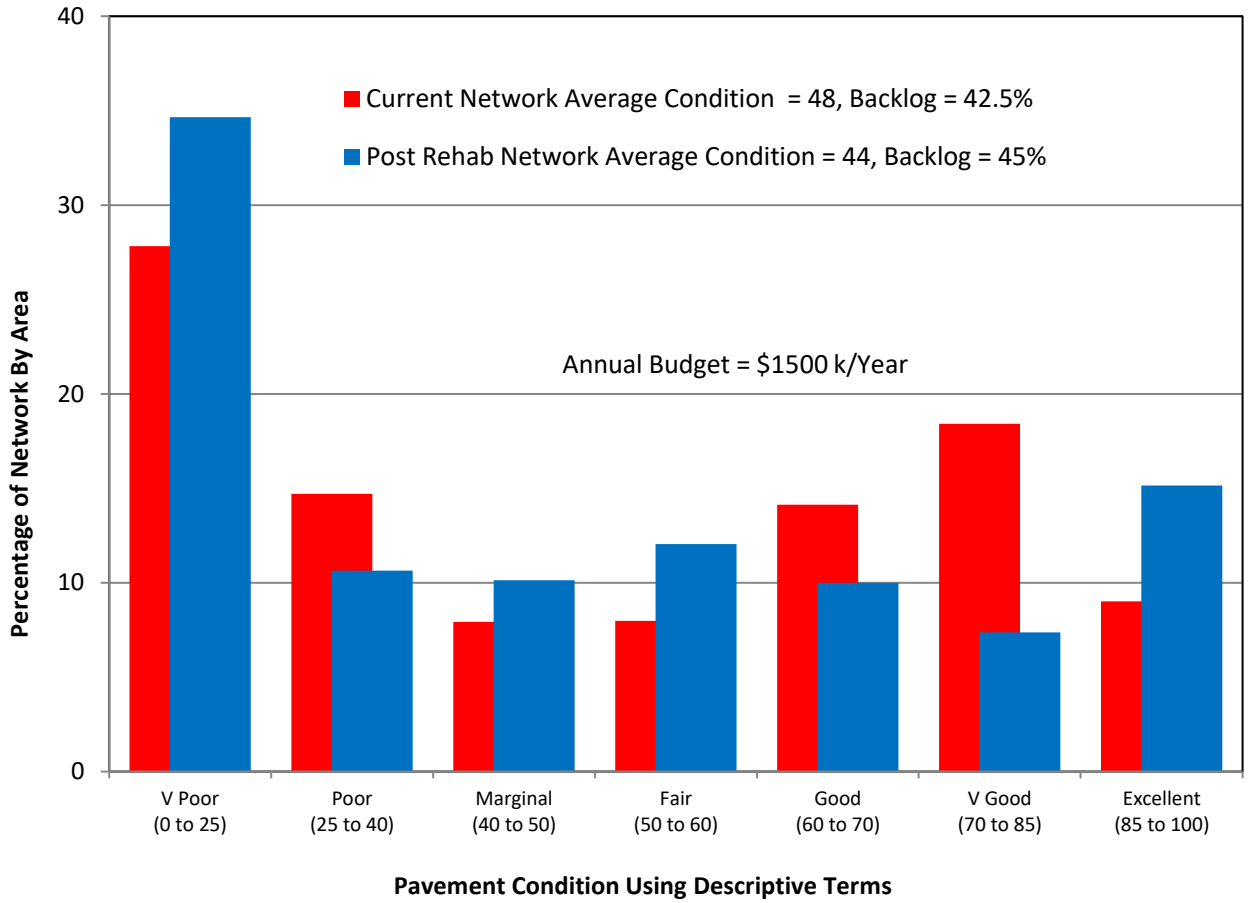


Figure 19 – Comparison of Pavement Condition (Current to 5-year Projection)

5.4 Summary

The pavement analysis models conducted using the ESA program showed that the current annual budget of $1.5M for pavement management would result in slight improvement pavement condition over a period of five years, resulting in a five-year post rehab PCI of 44 and a backlog of 45%. These findings highlight the importance of adequate funding for pavement management to maintain the quality and safety of the City's roads.

6.0 PROJECT RECOMMENDATIONS & COMMENTS

6.1 Project Summary and Recommendations

A pavement condition survey was performed in July 2023 on the full City pavement network. The results of the condition survey were aggregated into the ESA pavement management system. This system facilitated the creation of a georeferenced pavement inventory, enabled the development of a precise model of the network's current condition and anticipated future deterioration, and provided recommendations for funding to meet various level-of-service goals.

The following broad recommendations are presented to the City as an output from the pavement analysis and must be read in conjunction with the previous sections.

- **The City should make efforts to keep the ESA spreadsheet up to date**.

  By maintaining and updating the rehabilitation unit rates, work history of the segments, and accuracy of the inventory, the City will be able to reliably forecast funding needs for future years. This allows the City to be proactive in maintaining the condition of the pavement network at an acceptable level.

- **The City should periodically resurvey the pavement network.**

  Pavement performance over time involves many variables, such as traffic volumes, environmental factors, maintenance timing, and design standards. As these variables change, the rate at which a pavement deteriorates will change with them. The periodic resurvey of pavement conditions allows the City to track these changes and update models accordingly, ensuring that appropriate rehabilitation measures are being planned.

- **The City should investigate new and additional rehabilitation activities.**

  Advancements in pavement rehabilitation technology are constantly being made, and it is recommended that the City periodically update its planned rehabilitation activities in the ESA program to take advantage of these advances.

- **The City should strive to maintain or better its current condition if possible.**

  Maintaining a pavement network in good condition is more cost-effective than restoring conditions after deterioration. The City's current pavement network has an overall PCI of 48 with a backlog value of 43%. If the current annual budget of $1.5M is maintained, the models show the PCI will decrease to 44 and the backlog will increase to around 45% after five years.

6.2 Closing

The IMS Team greatly appreciates the opportunity to work with the City on this pavement management update. Over the course of this project, the team has observed the City staff's dedication to offering the best possible service to their community. IMS stands ready to assist the City with training and technical support as necessary and welcomes the opportunity to work with the City on future pavement management projects.

Appendix A

Street Inventory and Condition Summary by Segment

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
11114	Adams Dr	Rd 1 East	Chaz Dr	LOCAL	28	124	19	404	100	100	60	Mod	Excellent	0	0			**99**
1874	ALANNA CT	EOP	EMILY DR	LOCAL	43	160	38	798	80	63	60	Mod	V Good	12	8			**79**
11117	Alcala St	EOP	Salida Del Sol	LOCAL	24	908	121	2,544	100	100	60	Mod	Excellent	0	0			**99**
2513	Alderwood Way	Berkshire Way	Ashburn Way	LOCAL	23	404	52	1,083	74	65	30	Weak	V Good	22	4	100	8/29/23	**99**
2247	ALLERTON WAY	E ESSEX WAY	E BRENTWOOD WAY	LOCAL	28	289	45	945	51	67	60	Mod	Fair	35	14			**50**
1713	ALLERTON WAY	E BRENTWOOD WAY	E ROAD 1 NORTH	LOCAL	27	210	31	661	68	54	60	Mod	Good	21	11			**67**
2372	ALLERTON WAY	E ROAD 1 NORTH	E STRATFORD PL	LOCAL	27	183	27	576	72	42	60	Mod	V Good	10	18			**71**
2379	ALLERTON WAY	E STRATFORD PL	E TAFT AVE	LOCAL	28	304	47	994	80	55	60	Mod	V Good	9	11			**79**
1717	ALLERTON WAY	E TAFT AVE	E BANNON PL	LOCAL	29	299	48	1,012	80	63	60	Mod	V Good	8	12			**79**
2241	ALLERTON WAY	E BANNON PL	E BANNON PL	LOCAL	29	814	131	2,753	71	62	60	Mod	V Good	15	14			**70**
1345	ALLERTON WAY	E BANNON PL	N BELMONT WAY	LOCAL	27	329	49	1,036	67	51	60	Mod	Good	20	13			**66**
2406	ALLERTON WAY	N BELMONT WAY	N HARDING RD	LOCAL	28	303	47	989	73	59	60	Mod	V Good	17	10			**73**
2358	ALLERTON WAY	N HARDING RD	N WILSON ST	LOCAL	29	288	46	973	72	57	60	Mod	V Good	14	14			**72**
2253	ALLERTON WAY	N WILSON ST	E STRATFORD PL	LOCAL	29	391	63	1,323	64	53	60	Mod	Good	23	13			**63**
1403	ALLERTON WAY	E STRATFORD PL	EOP	LOCAL	49	164	45	942	68	53	60	Mod	Good	19	13			**67**
1482	ALLEY	MERIDIAN PKWY N	N GALILEO CT	LOCAL	19	247	26	547	71	64	60	Mod	V Good	20	9			**70**
2366	ANNE MARIE DR	MACKENZIE ROSE DR	JOHNSON LN	LOCAL	22	980	120	2,515	80	75	60	Mod	V Good	9	11			**79**
1574	ANNE MARIE DR	JOHNSON LN	BRENT DR	LOCAL	24	1,006	134	2,816	83	73	60	Mod	V Good	6	11			**82**
2050	ARMITAGE WAY	E BAINBRIDGE LN	N BERNE AVE	LOCAL	28	612	95	1,999	80	55	60	Mod	V Good	12	8			**80**
1887	ARMITAGE WAY	N BERNE AVE	E BAINBRIDGE LN	LOCAL	28	828	129	2,704	77	53	60	Mod	V Good	14	9			**76**
2511	Ashburn Way	N ROAD 1 EAST	Alderwood Way	LOCAL	28	1,139	177	3,721	72	71	30	Weak	V Good	25	3	100	8/29/23	**99**
2309	AUDRY DR	MACKENZIE ROSE DR	MOLLIE RAE LN	LOCAL	23	336	43	902	69	59	60	Mod	Good	13	18			**68**
2405	AUDRY DR	MOLLIE RAE LN	BRENNA DR	LOCAL	22	286	35	735	82	72	60	Mod	V Good	7	11			**82**
1369	AURORA DR	LUNAR VIEW WAY	N ORION ST	LOCAL	28	502	78	1,639	71	69	60	Mod	V Good	17	12			**70**
11111	Avery Dr	Perkinsville Rd	Helsing Rd	LOCAL	28	195	30	637	100	100	60	Mod	Excellent	0	0			**99**
2512	Berkshire Way	N ROAD 1 EAST	Alderwood Way	LOCAL	28	1,146	178	3,745	81	66	60	Mod	V Good	18	1	100	8/29/23	**99**
2200	BERNICE DR	E BERNICE DR	E LIANA DR	LOCAL	20	142	16	331	38	37	60	Mod	Poor	41	21			**37**
2377	BRENNA DR	EMILY DR	AUDRY DR	LOCAL	21	1,235	144	3,025	80	79	60	Mod	V Good	11	9			**79**
1867	BRENT DR	ANNE MARIE DR	PLEASANT AVE	LOCAL	23	274	35	736	87	61	60	Mod	Excellent	6	7			**87**
2353	BRENT DR	PLEASANT AVE	EMILY DR	LOCAL	22	350	43	898	86	66	60	Mod	Excellent	5	9			**85**
1410	CAMPBELL AVE	N CAMPBELL AVE	EOP	LOCAL	25	983	137	2,868	100	100	60	Mod	Excellent	0	0			**99**
2315	CANDACE LN	S FIRESKY LN	MACKENZIE ROSE DR	LOCAL	21	357	42	874	83	80	60	Mod	V Good	8	9			**83**
1473	CANTFIELD AVE	N CANTFIELD AVE	EOP	LOCAL	23	1,011	129	2,712	100	100	60	Mod	Excellent	0	0			**99**
11113	Chaz Dr	Helsing Rd	Adams Dr	LOCAL	28	438	68	1,431	100	100	60	Mod	Excellent	0	0			**99**
1290	CHELSIE CR	EMILY DR	EOP	LOCAL	52	101	29	612	81	43	60	Mod	V Good	11	8			**80**
1830	CINDY CT	N LOIS LN	N MARGARET RD	LOCAL	18	245	25	515	55	46	60	Mod	Fair	36	9			**55**
2514	Colonial Ct	Berkshire Way	Ashburn Way	LOCAL	26	263	38	797	88	55	60	Mod	Excellent	3	9	100	8/29/23	**99**
2502	Colorado Wy	N ARIZONA TRL	JEROME JUNCTION	COLLECTOR	21	2,391	279	5,857	87	79	60	Mod	Excellent	9	4			**87**
1501	COMET LOOP	LUNAR VIEW WAY	N ORION ST	LOCAL	28	471	73	1,540	77	69	60	Mod	V Good	13	10			**76**
2516	Connor Ave	EOP	Dillon Blvd	LOCAL	23	840	107	2,254	89	68	60	Mod	Excellent	8	3	100	8/29/23	**99**
11117	Corte Del Sol	EOP	Salida Del Sol	LOCAL	24	889	119	2,489	100	100	60	Mod	Excellent	0	0			**99**
2047	COYOTE CORNER	N HO HO KAM DR	N CACTUS WREN DR	LOCAL	21	889	104	2,178	64	63	30	Weak	Good	33	3			**63**
2266	COYOTE CORNER	N CACTUS WREN DR	E CENTER ST	LOCAL	22	618	76	1,586	70	69	30	Weak	V Good	27	3			**69**
2515	Dillon Blvd	Connor Ave	Rd 4 North	LOCAL	25	2,400	333	7,001	85	75	60	Mod	V Good	13	2	100	8/29/23	**99**
1561	E ARDEN CT	E BRENTWOOD WAY	E BRENTWOOD WAY	LOCAL	27	898	135	2,828	55	67	60	Mod	Fair	32	13			**54**
2384	E ASH DR	S SYCAMORE LN	S WILLOW LN	LOCAL	22	741	91	1,902	29	60	60	Mod	Poor	62	9			**28**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
2363	E ASH DR	S WILLOW LN	S MAPLE LN	LOCAL	22	725	89	1,861	30	60	60	Mod	Poor	57	13			**29**
1896	E AUBREY LN	EOP	S PEAK VIEW DR	LOCAL	33	475	87	1,820	76	64	60	Mod	V Good	10	14			**76**
1999	E AUTUMN LN	EOP	UNNAMED RD	LOCAL	20	249	28	581	64	40	30	Weak	Good	32	4			**63**
1939	E AUTUMN LN	UNNAMED RD	S AUTUMN LN	LOCAL	21	197	23	483	52	58	60	Mod	Fair	39	9			**51**
1962	E BAINBRIDGE LN	E GRASSHOPPER LN	ARMITAGE WAY	LOCAL	29	627	101	2,120	60	52	60	Mod	Fair	32	8			**59**
1258	E BAINBRIDGE LN	ARMITAGE WAY	N BERNE AVE	LOCAL	29	383	62	1,294	80	52	60	Mod	V Good	12	8			**79**
2139	E BAINBRIDGE LN	N BERNE AVE	ARMITAGE WAY	LOCAL	28	335	52	1,095	77	52	60	Mod	V Good	11	12			**76**
2114	E BAINBRIDGE LN	ARMITAGE WAY	E SUSSEXX WAY	LOCAL	29	952	153	3,220	75	58	60	Mod	V Good	15	10			**74**
1558	E BAINBRIDGE LN	E SUSSEXX WAY	E ROAD 1 NORTH	LOCAL	36	181	36	761	81	58	60	Mod	V Good	7	12			**80**
2206	E BAINBRIDGE LN	E ROAD 1 NORTH	YORKSHIRE AVE	LOCAL	29	501	81	1,696	75	60	60	Mod	V Good	16	9			**74**
1768	E BAINBRIDGE LN	YORKSHIRE AVE	EOP	LOCAL	42	228	53	1,120	81	57	60	Mod	V Good	7	12			**80**
1445	E BANNON PL	ALLERTON WAY	ALLERTON WAY	LOCAL	31	700	121	2,532	77	74	60	Mod	V Good	13	10			**77**
2148	E BARBARA AVE	N CACTUS WREN DR	N JUDY AVE	LOCAL	18	853	85	1,791	39	45	60	Mod	Poor	55	6			**38**
1941	E BEN RD	S KAREN DR	S STACEY DR	LOCAL	25	741	103	2,160	74	70	30	Weak	V Good	26	0			**73**
1298	E BERNICE DR	S BERNICE DR	W LIANA DR	LOCAL	23	101	13	271	20	58	60	Mod	V Poor	65	15			**19**
1944	E BERNICE DR	W LIANA DR	S POSEY LN	LOCAL	22	549	67	1,409	24	68	60	Mod	V Poor	63	13			**23**
1696	E BERNICE DR	S POSEY LN	E WILL DR	LOCAL	23	1,012	129	2,715	20	64	60	Mod	V Poor	67	13			**19**
2213	E BERNICE DR	E WILL DR	BERNICE DR	LOCAL	19	703	74	1,558	19	66	60	Mod	V Poor	69	12			**18**
1307	E BERNICE DR	BERNICE DR	E LIANA DR	LOCAL	17	137	13	271	20	48	60	Mod	V Poor	72	8			**19**
1924	E BEVERLY LN	N CACTUS WREN DR	N JUDY AVE	LOCAL	19	859	91	1,904	38	52	30	Weak	Poor	57	5			**37**
2261	E BOTTLEBRUSH DR	N JAMES DR	N KEN DR	LOCAL	21	864	101	2,117	77	64	30	Weak	V Good	20	3			**76**
1350	E BOTTLEBRUSH DR	N KEN DR	N LAKE SHORE DR	LOCAL	20	862	96	2,012	62	51	60	Mod	Good	29	9			**61**
2026	E BOTTLEBRUSH DR	N LAKE SHORE DR	N LAKE SHORE DR	LOCAL	19	300	32	665	27	41	60	Mod	Poor	63	10			**26**
2078	E BRENTWOOD WAY	EOP	E ARDEN CT	LOCAL	51	144	41	859	72	42	60	Mod	V Good	13	15			**71**
1858	E BRENTWOOD WAY	E ARDEN CT	E ARDEN CT	LOCAL	27	575	86	1,811	49	59	60	Mod	Marginal	43	8			**48**
1972	E BRENTWOOD WAY	E ARDEN CT	ALLERTON WAY	LOCAL	28	416	65	1,358	59	70	60	Mod	Fair	35	6			**59**
1657	E BUSINESS PARK DR	N SUSAN A WILLIAMS WAY	N STATE ROUTE 89	LOCAL	29	641	103	2,169	71	66	60	Mod	V Good	12	17			**70**
1620	E CALIFORNIA DR	N GEORGIA AVE	N GEORGIA AVE	LOCAL	19	227	24	502	26	44	60	Mod	Poor	66	8			**25**
2150	E CALIFORNIA DR	N GEORGIA AVE	N ARIZONA TRL	LOCAL	22	1,038	127	2,665	19	49	60	Mod	V Poor	72	9			**18**
1786	E CANTERBURY CT	EOP	S PARKSIDE VILLAGE DR	LOCAL	51	113	32	678	30	45	60	Mod	Poor	55	15			**29**
2130	E CAPELLA DR	N TERRA VERDE DR	PULSAR LN	LOCAL	28	1,015	158	3,317	73	65	60	Mod	V Good	17	10			**72**
1993	E CAPELLA DR	PULSAR LN	EOP	LOCAL	28	142	22	464	74	50	60	Mod	V Good	12	14			**73**
1227	E CENTER CT	N HO HO KAM DR	E CENTER ST	LOCAL	25	879	122	2,564	72	74	60	Mod	V Good	23	5			**72**
1681	E CENTER ST	S STATE ROUTE 89	UNNAMED RD	ARTERIAL	24	1,264	169	3,540	37	71	60	Mod	Poor	42	21			**37**
2184	E CENTER ST	UNNAMED RD	DS@307E UNNAMED RD	ARTERIAL	24	307	41	860	43	84	60	Mod	Marginal	36	21			**42**
1581	E CENTER ST	DS@307E UNNAMED RD	S ROAD 1 EAST	ARTERIAL	24	475	63	1,331	41	71	60	Mod	Marginal	40	19			**40**
2029	E CENTER ST	S ROAD 1 EAST	DS@757E S ROAD 1 EAST	ARTERIAL	32	757	135	2,826	53	63	60	Mod	Fair	40	7			**52**
2503	E CENTER ST	DS@757E S ROAD 1 EAST	E CENTER CT	ARTERIAL	22	2,420	296	6,211	48	66	60	Mod	Marginal	46	6			**47**
1421	E CENTER ST	E CENTER CT	COYOTE CORNER	ARTERIAL	22	406	50	1,043	78	80	30	Weak	V Good	18	4			**77**
1599	E CENTER ST	COYOTE CORNER	E ROADRUNNER LN	ARTERIAL	23	395	50	1,059	85	81	60	Mod	V Good	13	3			**84**
2165	E CENTER ST	E ROADRUNNER LN	N COTTONWOOD LN	ARTERIAL	23	517	66	1,387	85	81	60	Mod	V Good	12	3			**84**
1987	E CENTER ST	N COTTONWOOD LN	DS@310E N COTTONWOOD LN	ARTERIAL	22	310	38	796	71	61	60	Mod	V Good	17	12			**70**
2504	E CENTER ST	DS@310E N COTTONWOOD LN	DS@458E N COTTONWOOD LN	ARTERIAL	19	148	16	328	78	60	60	Mod	V Good	12	10			**78**
1747	E CENTER ST	DS@458E N COTTONWOOD LN	N RAILROAD AVE	ARTERIAL	20	313	35	731	66	62	60	Mod	Good	23	11			**65**
1450	E CHERRY CREEK LN	S CHERRY CREEK LN	S SYCAMORE LN	LOCAL	21	862	101	2,111	6	54	60	Mod	V Poor	82	12			**6**
1546	E COLORADO WAY	N GEORGIA AVE	N ARIZONA TRL	LOCAL	20	1,264	140	2,950	10	47	60	Mod	V Poor	80	10			**9**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
1459	E CONSTELLATION DR	N NEWTON WAY	N SATURN DR	LOCAL	28	535	83	1,748	84	66	60	Mod	V Good	5	11			**83**
1607	E CONSTELLATION DR	N SATURN DR	MERIDIAN PKWY N	LOCAL	28	157	24	514	75	57	60	Mod	V Good	14	11			**75**
1428	E COULING RD	S ROAD 1 EAST	S WATSON DR	LOCAL	18	512	51	1,075	73	57	30	Weak	V Good	26	1			**73**
2242	E COULING RD	S WATSON DR	EOP	LOCAL	19	186	20	412	75	42	30	Weak	V Good	25	0			**74**
1800	E DAMION LOOP	W DAMION LOOP	W ROAD 2 SOUTH	LOCAL	27	1,221	183	3,848	78	78	30	Weak	V Good	21	1			**77**
1568	E DONNA RD	N CACTUS WREN DR	N JUDY AVE	LOCAL	27	854	128	2,691	37	46	60	Mod	Poor	54	9			**36**
2166	E EL VALLE DR	S ROAD 1 EAST	EOP	LOCAL	19	1,329	140	2,946	73	65	30	Weak	V Good	26	1			**73**
1429	E ELK DR	N HO HO KAM DR	N CACTUS WREN DR	LOCAL	20	891	99	2,079	62	57	30	Weak	Good	34	4			**61**
1966	E ESSEX WAY	EOP	ALLERTON WAY	LOCAL	34	578	108	2,273	56	57	60	Mod	Fair	32	12			**55**
2401	E ESSEX WAY	ALLERTON WAY	N GALLOWAY DR	LOCAL	29	321	52	1,086	53	52	60	Mod	Fair	35	12			**52**
2393	E ESSEX WAY	N GALLOWAY DR	N MARNE WAY	LOCAL	29	298	48	1,007	61	69	60	Mod	Good	27	12			**60**
1461	E ESSEX WAY	N MARNE WAY	N HAYES CT	LOCAL	29	303	49	1,025	43	59	60	Mod	Marginal	50	7			**42**
1365	E ESSEX WAY	N HAYES CT	E ROAD 1 NORTH	LOCAL	28	496	77	1,620	49	64	60	Mod	Marginal	38	13			**48**
1479	E FLINT WAY	N GOLDEN DR	N DEL RIO RD	LOCAL	18	490	49	1,029	65	51	60	Mod	Good	27	8			**64**
2049	E FLINT WAY	N DEL RIO RD	N KENO DR	LOCAL	19	491	52	1,089	54	45	60	Mod	Fair	38	8			**53**
1769	E FLORIDA LN	N GEORGIA AVE	N ARIZONA TRL	LOCAL	22	1,336	163	3,429	17	53	60	Mod	V Poor	76	7			**16**
2089	E FOSTER DR	N GOLDEN DR	N COPPER DR	LOCAL	20	300	33	700	64	40	60	Mod	Good	26	10			**63**
2031	E FOSTER DR	N COPPER DR	N DEL RIO RD	LOCAL	17	211	20	418	74	48	60	Mod	V Good	17	9			**73**
1308	E FOSTER DR	N DEL RIO RD	N DEL RIO RD	LOCAL	23	63	8	170	34	17	60	Mod	Poor	49	17			**33**
2135	E FOSTER DR	N DEL RIO RD	N PRESCOTT DR	LOCAL	19	217	23	481	45	41	60	Mod	Marginal	48	7			**44**
1819	E FOSTER DR	N PRESCOTT DR	N PRESCOTT DR	LOCAL	25	49	7	143	42	27	60	Mod	Marginal	49	9			**41**
1353	E FOSTER DR	N PRESCOTT DR	N KENO DR	LOCAL	19	265	28	588	41	36	60	Mod	Marginal	46	13			**40**
2101	E FOX RD	N FOX RD	N COTTONWOOD LN	LOCAL	18	1,317	132	2,767	72	58	30	Weak	V Good	24	4			**72**
2125	E GABLES WAY	N GABLES CT	N TERRA VERDE DR	LOCAL	28	605	94	1,977	71	72	60	Mod	V Good	18	11			**71**
1955	E GRASSHOPPER LN	N HO HO KAM DR	N CACTUS WREN DR	LOCAL	19	896	95	1,987	61	68	30	Weak	Good	36	3			**60**
2053	E GRASSHOPPER LN	N CACTUS WREN DR	N FOX RD	LOCAL	21	248	29	609	76	59	30	Weak	V Good	20	4			**76**
1396	E GRASSHOPPER LN	N FOX RD	N JAVELINA PATH	LOCAL	21	248	29	608	82	57	60	Mod	V Good	16	2			**81**
1775	E GRASSHOPPER LN	N JAVELINA PATH	JACKRABBIT TRL	LOCAL	20	254	28	593	82	64	60	Mod	V Good	18	0			**82**
1224	E GRASSHOPPER LN	JACKRABBIT TRL	DS@78E JACKRABBIT TRL	LOCAL	29	78	12	262	14	21	60	Mod	V Poor	66	20			**14**
1467	E GRASSHOPPER LN	DS@78E JACKRABBIT TRL	N MULE DEER TRL	LOCAL	23	149	19	399	22	33	60	Mod	V Poor	67	11			**21**
2115	E GRASSHOPPER LN	N MULE DEER TRL	N COTTONWOOD LN	LOCAL	19	349	37	774	73	60	60	Mod	V Good	20	7			**73**
1243	E GREASEWOOD ALY	E JUNIPER DR	N PEPPERTREE PL	LOCAL	18	536	54	1,125	61	50	30	Weak	Good	36	3			**60**
2015	E HALL LN	N BUCKY ONEILL DR	N GOODWIN DR	LOCAL	17	173	16	343	67	48	60	Mod	Good	24	9			**66**
1600	E HALL LN	N GOODWIN DR	N DEL RIO RD	LOCAL	20	216	24	505	43	39	60	Mod	Marginal	48	9			**42**
1311	E HALL LN	N DEL RIO RD	N DEL RIO RD	LOCAL	23	32	4	87	51	0	60	Mod	Fair	31	18			**50**
2140	E HALL LN	N DEL RIO RD	N PRESCOTT DR	LOCAL	21	250	29	613	18	48	60	Mod	V Poor	71	11			**17**
1679	E HAVASU AVE	HAVASU AVE	S PIUTE PL	LOCAL	23	151	19	405	45	52	60	Mod	Marginal	39	16			**43**
1596	E HAVASU AVE	S PIUTE PL	S PAPAGO DR	LOCAL	24	382	51	1,070	22	55	60	Mod	V Poor	60	18			**21**
1676	E HAVASU AVE	S PAPAGO DR	S WIPALA WIKI WAY	LOCAL	29	320	52	1,084	45	50	60	Mod	Marginal	43	12			**44**
1715	E HIGHLAND CIR	E HIGHLAND CT	EOP	LOCAL	34	307	57	1,207	67	50	60	Mod	Good	19	14			**66**
1412	E HIGHLAND CT	EOP	E HIGHLAND CIR	LOCAL	44	145	35	741	64	44	60	Mod	Good	19	17			**63**
2013	E HOPE LN	S EDEN DR	EOP	LOCAL	33	329	60	1,254	65	58	60	Mod	Good	17	18			**65**
2075	E HUECO WAY	EOP	S SUPAI DR	LOCAL	34	188	36	750	36	37	60	Mod	Poor	49	15			**35**
2275	E JACKIE WAY	N CACTUS WREN DR	N RUTH RD	LOCAL	22	114	14	293	64	46	60	Mod	Good	24	12			**63**
1262	E JACKIE WAY	N RUTH RD	N LOIS LN	LOCAL	19	248	26	550	88	63	60	Mod	Excellent	11	1			**88**
1776	E JACKIE WAY	N LOIS LN	N MARGARET RD	LOCAL	23	245	31	657	76	49	30	Weak	V Good	22	2			**76**

City of Chino Valley, AZ

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1317	E JAVELINA PATH	N JAVELINA PATH	N COTTONWOOD LN	LOCAL	22	1,073	131	2,754	67	56	30	Weak	Good	29	4			**66**
1273	E JEAN RD	N SHARON RD	N RAILROAD AVE	LOCAL	20	598	66	1,395	95	83	60	Mod	Excellent	5	0			**94**
1901	E JUNIPER DR	JUNIPER DR	E GREASEWOOD ALY	LOCAL	14	364	28	595	42	56	60	Mod	Marginal	46	12			**41**
1362	E JUNIPER DR	E GREASEWOOD ALY	E PRAIRIE GRASS RD	LOCAL	18	374	37	785	39	64	60	Mod	Poor	50	11			**38**
1759	E JUNIPER DR	E PRAIRIE GRASS RD	N JAMES DR	LOCAL	20	576	64	1,343	45	64	60	Mod	Marginal	48	7			**43**
1328	E JUNIPER DR	N JAMES DR	N KEN DR	LOCAL	21	858	100	2,101	54	63	60	Mod	Fair	37	9			**53**
2010	E JUNIPER DR	N KEN DR	N LAKE SHORE DR	LOCAL	19	353	37	782	51	52	60	Mod	Fair	41	8			**49**
2121	E KAIBAB DR	N HO HO KAM DR	N CACTUS WREN DR	LOCAL	23	883	113	2,369	46	57	60	Mod	Marginal	48	6			**45**
2163	E KAREN DR	S KAREN DR	S STACEY DR	LOCAL	21	708	83	1,735	76	76	30	Weak	V Good	24	0			**76**
2082	E KAYE CT	S PARK PL	EOP	LOCAL	49	117	32	674	68	57	60	Mod	Good	18	14			**67**
2138	E LAURA CT	S PARKSIDE VILLAGE DR	EOP	LOCAL	33	329	60	1,265	73	45	60	Mod	V Good	16	11			**72**
2276	E LIANA DR	N LIANA DR	BERNICE DR	LOCAL	23	1,713	219	4,596	45	61	60	Mod	Marginal	47	8			**44**
1312	E LIANA DR	BERNICE DR	E BERNICE DR	LOCAL	18	152	15	320	65	70	60	Mod	Good	28	7			**64**
1360	E LIANA DR	E BERNICE DR	E ROAD 1 SOUTH	LOCAL	21	725	85	1,777	39	56	60	Mod	Poor	54	7			**38**
2006	E LINDA LN	LINDA LN	E ROAD 1 SOUTH	LOCAL	13	320	23	486	32	54	60	Mod	Poor	59	9			**31**
1848	E LINDA LN	LINDA LN	LINDA LN	LOCAL	17	952	90	1,889	48	60	30	Weak	Marginal	48	4			**47**
1275	E LITTLE DOGGIE DRAW	E RUSTLER ROUTE	N COTTONWOOD LN	LOCAL	21	273	32	668	70	46	60	Mod	V Good	23	7			**69**
1835	E LITTLE DOGGIE DRAW	N COTTONWOOD LN	N MIDDLE DR	LOCAL	21	335	39	820	91	56	60	Mod	Excellent	5	4			**90**
1573	E LITTLE DOGGIE DRAW	N MIDDLE DR	N MYLO DR	LOCAL	20	681	76	1,589	91	66	60	Mod	Excellent	7	2			**90**
1454	E LORI LN	EOP	S EDEN DR	LOCAL	32	317	57	1,195	74	57	60	Mod	V Good	16	10			**73**
1770	E LORI LN	S EDEN DR	S PEAK VIEW DR	LOCAL	27	327	49	1,030	78	65	60	Mod	V Good	7	15			**77**
1854	E MAHAN LN	N ROAD 1 EAST	N BUCKY ONEILL DR	LOCAL	22	1,456	178	3,737	15	58	60	Mod	V Poor	75	10			**14**
1839	E MAHAN LN	N BUCKY ONEILL DR	N GOODWIN DR	LOCAL	20	214	24	500	15	37	60	Mod	V Poor	74	11			**14**
2168	E MAHAN LN	N GOODWIN DR	N GOODWIN DR	LOCAL	23	25	3	68	15	19	60	Mod	V Poor	65	20			**14**
1572	E MAHAN LN	N GOODWIN DR	N DEL RIO RD	LOCAL	19	198	21	439	47	39	60	Mod	Marginal	41	12			**45**
2091	E MAHAN LN	N DEL RIO RD	N DEL RIO RD	LOCAL	19	51	5	112	56	41	60	Mod	Fair	28	16			**55**
2106	E MAHAN LN	N DEL RIO RD	N PRESCOTT DR	LOCAL	18	257	26	539	33	40	60	Mod	Poor	57	10			**32**
2226	E MARGIE DR	N SHARON RD	N PINE CT	LOCAL	22	397	49	1,019	88	80	60	Mod	Excellent	8	4			**88**
1346	E MARGIE DR	N PINE CT	N RAILROAD AVE	LOCAL	19	352	37	780	89	77	60	Mod	Excellent	7	4			**89**
2017	E MEADOW LN	N GOLDEN DR	N COPPER DR	LOCAL	21	265	31	649	68	41	60	Mod	Good	23	9			**67**
2129	E MEADOW LN	N COPPER DR	N DEL RIO RD	LOCAL	21	272	32	666	62	50	60	Mod	Good	27	11			**61**
1261	E MEADOW LN	N DEL RIO RD	N PRESCOTT DR	LOCAL	20	270	30	630	55	41	60	Mod	Fair	33	12			**54**
1520	E MEADOW LN	N PRESCOTT DR	N KENO DR	LOCAL	19	266	28	591	61	43	60	Mod	Good	26	13			**60**
1671	E MERRITT LN	N BUCKY ONEILL DR	N PRESCOTT DR	LOCAL	16	602	54	1,125	31	40	60	Mod	Poor	62	7			**30**
1878	E MULE DEER TRL	N MULE DEER TRL	N COTTONWOOD LN	LOCAL	21	398	46	975	72	44	30	Weak	V Good	25	3			**71**
1687	E NEW YORK PL	N GEORGIA AVE	N ARIZONA TRL	LOCAL	18	1,339	134	2,811	29	51	60	Mod	Poor	58	13			**28**
1452	E OAK DR	S SYCAMORE LN	S WILLOW LN	LOCAL	23	667	85	1,791	20	64	60	Mod	V Poor	67	13			**19**
1434	E OAK DR	S WILLOW LN	S MAPLE LN	LOCAL	24	675	90	1,890	20	57	60	Mod	V Poor	69	11			**19**
1937	E PALO VERDE DR	N PALO VERDE DR	N JAMES DR	LOCAL	18	676	68	1,420	76	56	30	Weak	V Good	20	4			**75**
2000	E PALO VERDE DR	N JAMES DR	N KEN DR	LOCAL	19	863	91	1,913	83	64	60	Mod	V Good	16	1			**82**
2038	E PALO VERDE DR	N KEN DR	N LAKE SHORE DR	LOCAL	20	641	71	1,496	56	52	60	Mod	Fair	38	6			**56**
2219	E PARK MEADOW DR	EOP	S PARKSIDE VILLAGE DR	LOCAL	30	456	76	1,596	63	36	60	Mod	Good	22	15			**62**
1668	E PARK MEADOW DR	S PARKSIDE VILLAGE DR	DS@351S S PARKSIDE VILLAGE DR	LOCAL	28	351	55	1,147	81	59	60	Mod	V Good	3	16			**80**
1603	E PARK MEADOW DR	DS@351S S PARKSIDE VILLAGE DR	S PEAK VIEW DR	LOCAL	26	531	77	1,611	52	70	60	Mod	Fair	31	17			**50**
1661	E PARKWAY CT	S PARKSIDE VILLAGE DR	EOP	LOCAL	39	190	41	857	70	37	60	Mod	V Good	16	14			**69**
1521	E PERKINSVILLE RD	W PERKINSVILLE RD	N ROAD 1 EAST	ARTERIAL	23	1,719	220	4,612	25	53	60	Mod	V Poor	65	10			**24**

City of Chino Valley, AZ

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1949	E PERKINSVILLE RD	N ROAD 1 EAST	DS@1256E N ROAD 1 EAST	ARTERIAL	24	1,256	167	3,517	59	72	60	Mod	Fair	29	12			**58**
1643	E PERKINSVILLE RD	DS@1256E N ROAD 1 EAST	N DEL RIO RD	ARTERIAL	21	729	85	1,786	73	68	60	Mod	V Good	17	10			**72**
2175	E PERKINSVILLE RD	N DEL RIO RD	N CAMINO DEL SOL	ARTERIAL	22	1,112	136	2,854	72	69	60	Mod	V Good	18	10			**71**
2093	E PERKINSVILLE RD	N CAMINO DEL SOL	N PINTO LN	ARTERIAL	23	76	10	205	72	64	60	Mod	V Good	13	15			**71**
1660	E PERKINSVILLE RD	N PINTO LN	SALIDA DEL SOL	ARTERIAL	24	566	75	1,585	72	73	60	Mod	V Good	16	12			**71**
1968	E PERKINSVILLE RD	SALIDA DEL SOL	N ANTHONY LN	ARTERIAL	21	278	32	682	73	74	60	Mod	V Good	16	11			**72**
1310	E PERKINSVILLE RD	N ANTHONY LN	JEROME JUNCTION	ARTERIAL	24	1,849	247	5,178	36	80	60	Mod	Poor	51	13			**35**
1264	E PERKINSVILLE RD	JEROME JUNCTION	DS@2045E JEROME JUNCTION	ARTERIAL	25	2,045	284	5,965	3	50	60	Mod	V Poor	85	12			**3**
1931	E PERKINSVILLE RD	DS@2045E JEROME JUNCTION	M A PERKINS TRAILWAY	ARTERIAL	25	2,896	402	8,448	7	39	60	Mod	V Poor	82	11			**7**
1778	E PERKINSVILLE RD	M A PERKINS TRAILWAY	SANTA FE TRL	ARTERIAL	23	2,653	339	7,119	3	47	60	Mod	V Poor	85	12			**3**
1437	E PERKINSVILLE RD	SANTA FE TRL	UNNAMED RD	ARTERIAL	27	2,649	397	8,344	3	51	60	Mod	V Poor	85	12			**3**
1752	E PICACHO BLVD	HAVASU AVE	DS@1086E HAVASU AVE	LOCAL	16	1,086	97	2,028	37	46	60	Mod	Poor	45	18			**36**
1707	E PRAIRIE GRASS RD	E JUNIPER DR	N PEPPERTREE PL	LOCAL	19	1,035	109	2,294	65	58	30	Weak	Good	30	5			**64**
1647	E RED CINDER RD	N ROAD 1 EAST	UNNAMED RD	LOCAL	22	1,563	191	4,010	13	64	60	Mod	V Poor	75	12			**12**
2201	E RED CINDER RD	UNNAMED RD	UNNAMED RD	LOCAL	23	511	65	1,371	20	60	60	Mod	V Poor	66	14			**19**
1313	E RED CINDER RD	UNNAMED RD	N HORSESHOE TRL	LOCAL	23	100	13	267	11	48	60	Mod	V Poor	79	10			**11**
1349	E RED CINDER RD	N HORSESHOE TRL	N BRANDING IRON LN	LOCAL	23	215	27	577	16	52	60	Mod	V Poor	72	12			**15**
2040	E RED CINDER RD	N BRANDING IRON LN	N SUNFLOWER LN	LOCAL	24	534	71	1,495	17	59	60	Mod	V Poor	75	8			**16**
1549	E RED CINDER RD	N SUNFLOWER LN	N THUNDER LN	LOCAL	18	105	10	220	34	59	60	Mod	Poor	54	12			**33**
1239	E RED CINDER RD	N THUNDER LN	N KELSEY LN	LOCAL	23	289	37	777	27	64	60	Mod	Poor	63	10			**26**
1736	E RED CINDER RD	N KELSEY LN	KACHINA	LOCAL	18	317	32	665	21	55	60	Mod	V Poor	68	11			**20**
2398	E RED CINDER RD	KACHINA	N DEER DR	LOCAL	23	290	37	779	42	58	60	Mod	Marginal	46	12			**41**
2317	E RIMROCK RD	N OLD HIGHWAY 89	EOP	LOCAL	26	722	104	2,189	17	61	60	Mod	V Poor	67	16			**17**
2509	E ROAD 1 East	KALINICH AVE	E ROAD 4 SOUTH	ARTERIAL	25	4,193	582	12,229	78	85	30	Weak	V Good	18	4			**77**
2236	E ROAD 1 NORTH	W ROAD 1 NORTH	DS@1434E W ROAD 1 NORTH	COLLECTOR	23	1,434	183	3,848	86	80	60	Mod	Excellent	9	5			**85**
1844	E ROAD 1 NORTH	DS@1434E W ROAD 1 NORTH	N ROAD 1 EAST	COLLECTOR	22	553	68	1,419	54	88	60	Mod	Fair	41	5			**53**
1803	E ROAD 1 NORTH	N ROAD 1 EAST	DS@871E N ROAD 1 EAST	COLLECTOR	27	871	131	2,745	9	62	60	Mod	V Poor	81	10			**8**
2062	E ROAD 1 NORTH	DS@871E N ROAD 1 EAST	N PEPPERTREE PL	COLLECTOR	25	460	64	1,342	7	64	60	Mod	V Poor	83	10			**6**
1849	E ROAD 1 NORTH	N PEPPERTREE PL	ALLERTON WAY	COLLECTOR	29	476	77	1,612	16	68	60	Mod	V Poor	75	9			**15**
1697	E ROAD 1 NORTH	ALLERTON WAY	N BELMONT WAY	COLLECTOR	26	1,051	152	3,188	13	75	60	Mod	V Poor	78	9			**13**
1321	E ROAD 1 NORTH	N BELMONT WAY	E ESSEX WAY	COLLECTOR	32	269	48	1,003	8	59	60	Mod	V Poor	82	10			**8**
1552	E ROAD 1 NORTH	E ESSEX WAY	E BAINBRIDGE LN	COLLECTOR	28	477	74	1,558	6	56	60	Mod	V Poor	86	8			**6**
1614	E ROAD 1 NORTH	E BAINBRIDGE LN	YORKSHIRE AVE	COLLECTOR	29	345	56	1,166	9	65	60	Mod	V Poor	81	10			**8**
1330	E ROAD 1 NORTH	YORKSHIRE AVE	N CACTUS WREN DR	COLLECTOR	27	191	29	600	28	59	60	Mod	Poor	61	11			**27**
1377	E ROAD 1 SOUTH	S STATE ROUTE 89	JOHNSON FARM LN	COLLECTOR	22	544	66	1,396	26	44	60	Mod	Poor	63	11			**26**
1793	E ROAD 1 SOUTH	S ROAD 1 EAST	DS@1334E S ROAD 1 EAST	COLLECTOR	30	1,334	222	4,668	10	63	60	Mod	V Poor	76	14			**9**
1440	E ROAD 1 SOUTH	DS@1334E S ROAD 1 EAST	S KAREN DR	COLLECTOR	24	280	37	784	11	55	60	Mod	V Poor	76	13			**10**
1334	E ROAD 1 SOUTH	S KAREN DR	UNNAMED RD	COLLECTOR	22	173	21	443	8	60	60	Mod	V Poor	80	12			**7**
1983	E ROAD 1 SOUTH	UNNAMED RD	S STACEY DR	COLLECTOR	20	641	71	1,496	8	57	60	Mod	V Poor	79	13			**8**
1423	E ROAD 1 SOUTH	S STACEY DR	S BERNICE DR	COLLECTOR	24	382	51	1,070	6	51	60	Mod	V Poor	80	14			**6**
2248	E ROAD 1 SOUTH	S BERNICE DR	S SYCAMORE LN	COLLECTOR	23	883	113	2,368	17	65	60	Mod	V Poor	72	11			**16**
2160	E ROAD 1 SOUTH	S SYCAMORE LN	LINDA LN	COLLECTOR	21	89	10	219	8	65	60	Mod	V Poor	86	6			**8**
1619	E ROAD 1 SOUTH	LINDA LN	E LINDA LN	COLLECTOR	20	311	35	726	12	57	60	Mod	V Poor	76	12			**12**
1305	E ROAD 1 SOUTH	E LINDA LN	TERI LN	COLLECTOR	22	105	13	270	38	68	60	Mod	Poor	43	19			**37**
1852	E ROAD 1 SOUTH	TERI LN	TERI LN	COLLECTOR	21	139	16	340	33	70	60	Mod	Poor	53	14			**31**
2077	E ROAD 1 SOUTH	TERI LN	N HAZEL DR	COLLECTOR	23	407	52	1,093	16	80	60	Mod	V Poor	74	10			**15**

City of Chino Valley, AZ

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1604	E ROAD 1 SOUTH	N HAZEL DR	E LIANA DR	COLLECTOR	24	543	72	1,521	38	75	60	Mod	Poor	51	11			**37**
1704	E ROAD 2 NORTH	W ROAD 2 NORTH	UNNAMED RD	ARTERIAL	26	918	133	2,785	78	69	30	Weak	V Good	20	2			**77**
1538	E ROAD 2 NORTH	UNNAMED RD	DS@375E UNNAMED RD	ARTERIAL	24	375	50	1,049	59	70	60	Mod	Fair	33	8			**58**
100	E ROAD 2 NORTH	DS@375E UNNAMED RD	N ROAD 1 EAST	ARTERIAL	25	627	87	1,827	46	60	60	Mod	Marginal	45	9	100	8/29/23	**99**
1960	E ROAD 2 NORTH	N ROAD 1 EAST	N PEPPERTREE PL	ARTERIAL	23	1,348	172	3,616	47	66	60	Mod	Marginal	43	10	100	8/29/23	**99**
1269	E ROAD 2 NORTH	N PEPPERTREE PL	N TUMBLEWEED DR	ARTERIAL	27	259	39	814	75	58	30	Weak	V Good	25	0			**74**
1608	E ROAD 2 NORTH	N TUMBLEWEED DR	N PALO VERDE DR	ARTERIAL	24	247	33	690	75	70	30	Weak	V Good	23	2			**74**
1259	E ROAD 2 NORTH	N PALO VERDE DR	PURPLE SAGE DR	ARTERIAL	25	253	35	737	76	65	30	Weak	V Good	22	2			**75**
1332	E ROAD 2 NORTH	PURPLE SAGE DR	N BOTTLEBRUSH DR	ARTERIAL	22	248	30	637	69	64	30	Weak	Good	28	3			**68**
1366	E ROAD 2 NORTH	N BOTTLEBRUSH DR	N JAMES DR	ARTERIAL	21	295	34	723	79	77	30	Weak	V Good	19	2			**79**
1727	E ROAD 2 NORTH	N JAMES DR	N EL RANCHO RD	ARTERIAL	21	627	73	1,536	83	76	60	Mod	V Good	16	1			**82**
1765	E ROAD 2 NORTH	N EL RANCHO RD	N KEN DR	ARTERIAL	22	224	27	575	74	73	30	Weak	V Good	24	2			**73**
1950	E ROAD 2 NORTH	N KEN DR	DS@1108E N KEN DR	ARTERIAL	21	1,108	129	2,714	71	68	30	Weak	V Good	26	3			**70**
2396	E ROAD 2 NORTH	DS@1108E N KEN DR	N LAKE SHORE DR	ARTERIAL	23	52	7	140	50	42	60	Mod	Fair	41	9			**49**
2314	E ROAD 2 NORTH	N LAKE SHORE DR	N PORCUPINE PASS	ARTERIAL	36	250	50	1,048	37	45	60	Mod	Poor	49	14			**36**
2202	E ROAD 2 NORTH	N PORCUPINE PASS	N COTTONWOOD LN	ARTERIAL	24	391	52	1,096	18	50	60	Mod	V Poor	71	11			**17**
1895	E ROAD 2 NORTH	N COTTONWOOD LN	N MIDDLE DR	ARTERIAL	24	336	45	941	26	58	60	Mod	Poor	62	12			**25**
1393	E ROAD 2 NORTH	N MIDDLE DR	E CROW LN	ARTERIAL	24	105	14	295	29	58	60	Mod	Poor	56	15			**28**
1510	E ROAD 2 NORTH	E CROW LN	N MILES DR	ARTERIAL	24	220	29	616	27	68	60	Mod	Poor	64	9			**26**
1947	E ROAD 2 NORTH	N MILES DR	N SHOSHONE DR	ARTERIAL	23	88	11	237	52	57	60	Mod	Fair	33	15			**51**
1358	E ROAD 2 NORTH	N SHOSHONE DR	N MYLO DR	ARTERIAL	23	285	36	765	39	71	60	Mod	Poor	53	8			**38**
1772	E ROAD 2 NORTH	N MYLO DR	DELAWARE DR	ARTERIAL	23	196	25	525	79	71	60	Mod	V Good	4	17			**78**
1988	E ROAD 2 NORTH	DELAWARE DR	DS@196E DELAWARE DR	ARTERIAL	25	196	27	572	59	56	60	Mod	Fair	27	14			**58**
2052	E ROAD 2 NORTH	DS@196E DELAWARE DR	N BRIGHT STAR BLVD	ARTERIAL	25	293	41	855	53	69	60	Mod	Fair	36	11			**52**
2251	E ROAD 2 NORTH	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	ARTERIAL	23	21	3	57	44	31	60	Mod	Marginal	38	18			**42**
1992	E ROAD 2 NORTH	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	ARTERIAL	23	26	3	69	46	74	60	Mod	Marginal	44	10			**45**
1721	E Road 2 North	Country West Rd	Peppertree Pl	LOCAL	23	1,016	130	2,726	100	100	60	Mod	Excellent	0	0			**99**
1960	E Road 2 North	Peppertree Pl	N ROAD 1 EAST	LOCAL	43	160	38	798	100	100	60	Mod	Excellent	0	0			**99**
1757	E ROAD 2 SOUTH	S STATE ROUTE 89	S ADAIR DR	ARTERIAL	29	922	149	3,119	75	69	60	Mod	V Good	19	6			**75**
1850	E ROAD 2 SOUTH	S ADAIR DR	UNNAMED RD	ARTERIAL	26	199	29	605	99	85	60	Mod	Excellent	1	1			**97**
1528	E ROAD 2 SOUTH	UNNAMED RD	UNNAMED RD	ARTERIAL	22	165	20	425	95	83	60	Mod	Excellent	5	0			**94**
1698	E ROAD 2 SOUTH	UNNAMED RD	S PARKSIDE VILLAGE DR	ARTERIAL	20	175	19	408	92	79	60	Mod	Excellent	8	0			**92**
1598	E ROAD 2 SOUTH	S PARKSIDE VILLAGE DR	S ROAD 1 EAST	ARTERIAL	23	521	67	1,397	90	78	60	Mod	Excellent	10	0			**89**
1651	E ROAD 2 SOUTH	S ROAD 1 EAST	S QUAIN DR	ARTERIAL	21	1,097	128	2,688	16	56	60	Mod	V Poor	74	10			**15**
1496	E ROAD 2 SOUTH	S QUAIN DR	S SINGLETREE LN	ARTERIAL	19	593	63	1,315	6	55	60	Mod	V Poor	82	12			**6**
1460	E ROAD 2 SOUTH	S SINGLETREE LN	UNNAMED RD	ARTERIAL	19	553	58	1,225	10	60	60	Mod	V Poor	78	12			**10**
2131	E ROAD 2 SOUTH	UNNAMED RD	UNNAMED RD	ARTERIAL	19	565	60	1,253	14	57	60	Mod	V Poor	72	14			**13**
1635	E ROAD 2 SOUTH	UNNAMED RD	S WILLOW LN	ARTERIAL	22	1,537	188	3,945	15	56	60	Mod	V Poor	75	10			**14**
1677	E ROAD 2 SOUTH	S WILLOW LN	EOP	ARTERIAL	23	905	116	2,429	28	66	60	Mod	Poor	64	8			**27**
1628	E ROAD 3 NORTH	W ROAD 3 NORTH	UNNAMED RD	ARTERIAL	19	435	46	963	28	50	60	Mod	Poor	61	11			**27**
1471	E ROAD 3 NORTH	UNNAMED RD	UNNAMED RD	ARTERIAL	20	682	76	1,591	15	54	60	Mod	V Poor	74	11			**14**
1442	E ROAD 3 NORTH	UNNAMED RD	UNNAMED RD	ARTERIAL	20	102	11	237	15	58	60	Mod	V Poor	72	13			**14**
1840	E ROAD 3 NORTH	UNNAMED RD	N ROAD 1 EAST	ARTERIAL	21	431	50	1,056	14	60	60	Mod	V Poor	76	10			**13**
1484	E ROAD 3 SOUTH	S STATE ROUTE 89	S SUPAI DR	COLLECTOR	20	729	81	1,701	44	66	60	Mod	Marginal	43	13			**42**
1271	E ROAD 3 SOUTH	S SUPAI DR	DS@617E S SUPAI DR	COLLECTOR	21	617	72	1,512	64	68	60	Mod	Good	25	11			**63**
1522	E ROAD 3 SOUTH	DS@617E S SUPAI DR	S EDEN DR	COLLECTOR	22	56	7	143	63	58	60	Mod	Good	19	18			**62**

City of Chino Valley, AZ

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1910	E ROAD 3 SOUTH	S EDEN DR	S PAPAGO DR	COLLECTOR	24	141	19	394	45	61	60	Mod	Marginal	41	14			**44**
2208	E ROAD 3 SOUTH	S PAPAGO DR	DS@271E S PAPAGO DR	COLLECTOR	21	271	32	665	53	69	60	Mod	Fair	33	14			**52**
1813	E ROAD 3 SOUTH	DS@271E S PAPAGO DR	S ROAD 1 EAST	COLLECTOR	23	110	14	294	65	42	60	Mod	Good	28	7			**64**
2057	E ROAD 3 SOUTH	S ROAD 1 EAST	DS@55E S ROAD 1 EAST	COLLECTOR	25	55	8	161	58	52	60	Mod	Fair	30	12			**57**
1299	E ROAD 3 SOUTH	DS@55E S ROAD 1 EAST	S AUTUMN LN	COLLECTOR	23	1,060	135	2,843	73	66	30	Weak	V Good	24	3			**72**
1584	E ROAD 3 SOUTH	S AUTUMN LN	UNNAMED RD	COLLECTOR	25	251	35	732	70	72	30	Weak	Good	26	4			**69**
2228	E ROAD 3 SOUTH	UNNAMED RD	EOP	COLLECTOR	23	1,217	156	3,266	70	67	30	Weak	V Good	29	1			**69**
1371	E ROAD 4 NORTH	W ROAD 4 NORTH	N ROAD 1 EAST	ARTERIAL	22	1,399	171	3,592	33	52	60	Mod	Poor	58	9			**32**
2124	E ROAD 4 NORTH	N ROAD 1 EAST	N GEORGIA AVE	ARTERIAL	22	1,634	200	4,194	36	55	60	Mod	Poor	52	12			**34**
2292	E ROAD 4 SOUTH	S STATE ROUTE 89	DS@651E S STATE ROUTE 89	COLLECTOR	19	651	69	1,443	84	81	60	Mod	V Good	4	12			**84**
2297	E ROAD 4 SOUTH	S STATE ROUTE 89	E ROAD 4 SOUTH	COLLECTOR	18	641	64	1,346	85	76	60	Mod	V Good	7	8			**84**
2008	E ROAD 4 SOUTH	DS@651E S STATE ROUTE 89	S ROAD 1 EAST	COLLECTOR	22	1,214	148	3,117	61	59	30	Weak	Good	35	4			**60**
1436	E ROAD 4 SOUTH	S ROAD 1 EAST	BISJAK LN	COLLECTOR	20	320	36	747	50	58	60	Mod	Marginal	41	9			**48**
2350	E ROAD 4 SOUTH	BISJAK LN	S OUTLAW RD	COLLECTOR	19	2,061	218	4,568	41	58	60	Mod	Marginal	52	7			**40**
2395	E ROAD 4 SOUTH	S OUTLAW RD	EOP	COLLECTOR	21	3,075	359	7,534	27	35	60	Mod	Poor	65	8			**27**
1724	E ROADRUNNER LN	N HO HO KAM DR	N CACTUS WREN DR	LOCAL	19	886	93	1,963	58	55	30	Weak	Fair	40	2			**57**
2056	E ROADRUNNER LN	N CACTUS WREN DR	E CENTER ST	LOCAL	19	1,110	117	2,460	74	64	30	Weak	V Good	22	4			**73**
1774	E RODEO DR	N JEROME JUNCTION	DS@1566E N JEROME JUNCTION	LOCAL	22	1,566	191	4,018	27	63	60	Mod	Poor	66	7			**26**
2262	E RODEO DR	DS@1566E N JEROME JUNCTION	EQUESTRIAN WAY	LOCAL	21	2,058	240	5,043	19	47	60	Mod	V Poor	74	7			**18**
1938	E RODEO DR	EQUESTRIAN WAY	N OLD HOME MANOR DR	LOCAL	23	1,777	227	4,767	15	48	60	Mod	V Poor	77	8			**15**
1771	E RUSTLER ROUTE	E LITTLE DOGGIE DRAW	N COTTONWOOD LN	LOCAL	21	445	52	1,090	57	39	30	Weak	Fair	39	4			**56**
2018	E SIERRA VISTA DR	UNNAMED RD	DS@1319E UNNAMED RD	LOCAL	18	1,319	132	2,771	64	54	30	Weak	Good	35	1			**63**
1550	E SIERRA VISTA DR	DS@1319E UNNAMED RD	E SIERRA VISTA DR	LOCAL	23	40	5	108	100	86	60	Mod	Excellent	0	0			**99**
1905	E SIRUS DR	N NEWTON WAY	MERIDIAN PKWY N	LOCAL	28	730	114	2,384	73	78	60	Mod	V Good	19	8			**72**
2181	E SOLAR VIEW DR	N TERRA VERDE DR	N ORION ST	LOCAL	26	329	48	998	65	64	60	Mod	Good	24	11			**64**
1845	E SOLAR VIEW DR	N ORION ST	PULSAR LN	LOCAL	28	664	103	2,170	70	61	60	Mod	V Good	17	13			**69**
2083	E STRATFORD PL	ALLERTON WAY	N BELMONT WAY	LOCAL	29	1,022	165	3,457	70	50	60	Mod	V Good	18	12			**69**
2171	E STRATFORD PL	N BELMONT WAY	E TAFT AVE	LOCAL	36	757	151	3,181	38	64	60	Mod	Poor	50	12			**37**
1652	E STRATFORD PL	E TAFT AVE	ALLERTON WAY	LOCAL	29	559	90	1,892	38	59	60	Mod	Poor	46	16			**37**
1745	E SUNSET DR	N COTTONWOOD LN	N SHARON RD	LOCAL	23	130	17	348	80	71	60	Mod	V Good	6	14			**80**
1433	E SUNSET DR	N SHARON RD	N LOBO LN	LOCAL	22	189	23	486	82	74	60	Mod	V Good	7	11			**82**
1791	E SUNSET DR	N LOBO LN	N RAILROAD AVE	LOCAL	20	331	37	773	82	72	60	Mod	V Good	2	16			**82**
1530	E SUSAN ST	N CACTUS WREN DR	N JUDY AVE	LOCAL	20	860	96	2,006	62	36	60	Mod	Good	33	5			**61**
1359	E SUSAN ST	N JUDY AVE	EOP	LOCAL	28	217	33	701	51	42	60	Mod	Fair	42	7			**50**
1822	E SUSSEXX WAY	E BAINBRIDGE LN	YORKSHIRE AVE	LOCAL	33	287	53	1,105	81	49	60	Mod	V Good	10	9			**80**
2002	E SUSSEXX WAY	YORKSHIRE AVE	YORKSHIRE AVE	LOCAL	28	180	28	588	64	53	60	Mod	Good	29	7			**63**
2345	E TAFT AVE	ALLERTON WAY	N BELMONT WAY	LOCAL	28	946	147	3,090	78	68	60	Mod	V Good	12	10			**77**
2351	E TAFT AVE	N BELMONT WAY	N HARDING RD	LOCAL	28	285	44	932	79	73	60	Mod	V Good	8	13			**79**
1699	E TAFT AVE	N HARDING RD	N WILSON ST	LOCAL	29	261	42	884	60	68	60	Mod	Good	26	14			**59**
1470	E TAFT AVE	N WILSON ST	E STRATFORD PL	LOCAL	29	151	24	512	46	65	60	Mod	Marginal	45	9			**45**
1426	E TERI LN	TERI LN	EOP	LOCAL	21	1,101	128	2,697	34	53	60	Mod	Poor	57	9			**33**
1617	E TOUCHSTONE DR	N NEWTON WAY	MERIDIAN PKWY	LOCAL	29	693	112	2,345	78	81	60	Mod	V Good	12	10			**77**
1857	E TUMBLEWEED DR	N TUMBLEWEED DR	N JAMES DR	LOCAL	19	1,268	134	2,811	82	65	60	Mod	V Good	15	3			**81**
2145	E TUMBLEWEED DR	N JAMES DR	N KEN DR	LOCAL	19	864	91	1,914	81	62	60	Mod	V Good	15	4			**80**
1945	E TUMBLEWEED DR	N KEN DR	N LAKE SHORE DR	LOCAL	19	488	52	1,082	63	41	30	Weak	Good	32	5			**62**
1659	E UNION LN	N BUCKY ONEILL DR	N GOODWIN DR	LOCAL	19	208	22	460	30	33	60	Mod	Poor	60	10			**30**

City of Chino Valley, AZ

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1405	E UNION LN	N GOODWIN DR	N DEL RIO RD	LOCAL	20	219	24	512	29	33	60	Mod	Poor	58	13			**28**
1666	E UNION LN	N DEL RIO RD	N PRESCOTT DR	LOCAL	22	213	26	547	27	28	60	Mod	Poor	64	9			**26**
1954	E VILLAGE CT	EOP	S PARKSIDE VILLAGE DR	LOCAL	30	487	80	1,690	72	41	60	Mod	V Good	13	15			**72**
1979	E WILL DR	E BERNICE DR	W WILL DR	LOCAL	20	440	49	1,028	43	68	30	Weak	Marginal	53	4			**41**
1610	E WILL DR	W WILL DR	DS@157N W WILL DR	LOCAL	18	157	16	329	52	66	30	Weak	Fair	47	1			**51**
1872	E WILL DR	DS@157N W WILL DR	EOP	LOCAL	25	534	73	1,532	61	60	30	Weak	Good	34	5			**60**
2127	E WILL DR	W WILL DR	E WILL DR	LOCAL	16	129	11	240	25	47	60	Mod	Poor	67	8			**24**
1221	E YVONNE WAY	N CACTUS WREN DR	N JUDY AVE	LOCAL	21	861	100	2,110	58	46	60	Mod	Fair	35	7			**56**
2344	EMILY DR	ALANNA CT	BRENT DR	LOCAL	21	1,292	151	3,164	82	76	60	Mod	V Good	6	12			**81**
1927	FLETCHER CT	S STATE ROUTE 89	JOHNSON FARM LN	LOCAL	29	543	87	1,835	66	54	60	Mod	Good	21	13			**66**
2333	GHERAL BROWNLOW DR	S STATE ROUTE 89	UNNAMED RD 3	LOCAL	24	1,686	225	4,720	75	53	30	Weak	V Good	20	5			**74**
1542	GRAFTON CT	YORKSHIRE AVE	YORKSHIRE AVE	LOCAL	27	1,015	152	3,196	70	55	60	Mod	Good	22	8			**69**
2051	HAVASU AVE	S STATE ROUTE 89	E PICACHO BLVD	LOCAL	29	168	27	570	14	25	60	Mod	V Poor	74	12			**13**
1709	HAVASU AVE	E PICACHO BLVD	S SUPAI DR	LOCAL	19	214	23	474	22	43	60	Mod	V Poor	67	11			**21**
11112	Helsing Rd	Chaz Dr	Aimee Dr	LOCAL	28	1,384	215	4,523	100	100	60	Mod	Excellent	0	0			**99**
2517	Henry Dr	EOP	Dillon Blvd	LOCAL	29	1,082	174	3,662	89	76	60	Mod	Excellent	5	6	100	8/29/23	**99**
1853	JACKRABBIT TRL	E GRASSHOPPER LN	N COTTONWOOD LN	LOCAL	23	948	121	2,545	67	54	60	Mod	Good	28	5			**66**
1734	JEROME JUNCTION	E PERKINSVILLE RD	N JEROME JUNCTION	LOCAL	22	1,995	244	5,121	22	62	30	Weak	V Poor	75	3			**21**
1956	JEROME JUNCTION	N JEROME JUNCTION	UNNAMED RD	LOCAL	25	1,384	192	4,038	80	82	60	Mod	V Good	8	12			**80**
2263	JEROME JUNCTION	UNNAMED RD	UNNAMED RD	LOCAL	24	1,169	156	3,272	85	80	60	Mod	Excellent	9	6			**85**
1451	JOHNSON FARM LN	E ROAD 1 SOUTH	FLETCHER CT	LOCAL	29	908	146	3,072	75	71	60	Mod	V Good	16	9			**74**
2264	JOHNSON FARM LN	FLETCHER CT	EOP	LOCAL	30	410	68	1,435	66	77	60	Mod	Good	21	13			**65**
2386	JOHNSON LN	W ROAD 1 SOUTH	ANNE MARIE DR	LOCAL	22	368	45	946	66	75	60	Mod	Good	25	9			**65**
2519	Joseph Ln	EOP	Henry Dr	LOCAL	29	704	113	2,375	94	84	60	Mod	Excellent	4	2	100	8/29/23	**99**
1784	JUNIPER DR	N ROAD 1 EAST	UNNAMED RD 7	LOCAL	22	1,154	141	2,961	36	60	60	Mod	Poor	54	10			**35**
2071	JUNIPER DR	UNNAMED RD 7	N PEPPERTREE PL	LOCAL	18	201	20	422	63	51	60	Mod	Good	27	10			**62**
1886	KALINICH AVE	S STATE ROUTE 89	DS@126E S STATE ROUTE 89	LOCAL	19	126	13	279	64	30	60	Mod	Good	27	9			**63**
1788	KALINICH AVE	DS@126E S STATE ROUTE 89	UNNAMED RD 3	LOCAL	25	797	111	2,325	86	84	60	Mod	Excellent	13	1			**85**
1378	LINDA LN	E ROAD 1 SOUTH	E LINDA LN	LOCAL	20	253	28	591	20	37	60	Mod	V Poor	69	11			**19**
2285	LINDA LN	E LINDA LN	S BERNICE DR	LOCAL	16	233	21	435	15	51	60	Mod	V Poor	76	9			**14**
2274	LINDA LN	S BERNICE DR	E LINDA LN	LOCAL	17	168	16	334	31	35	30	Weak	Poor	64	5			**30**
2172	LUNAR VIEW WAY	N GALILEO CT	AURORA DR	LOCAL	27	879	132	2,768	69	64	60	Mod	Good	18	13			**68**
1489	LUNAR VIEW WAY	AURORA DR	COMET LOOP	LOCAL	28	255	40	832	75	67	60	Mod	V Good	13	12			**75**
2256	M A PERKINS TRAILWAY	M A PERKINS TRAILWAY	E HEART PRAIRIE LN	LOCAL	26	3,529	510	10,704	100	100	60	Mod	Excellent	0	0			**99**
2402	MACKENZIE ROSE DR	ANNE MARIE DR	CANDACE LN	LOCAL	23	1,010	129	2,709	82	74	60	Mod	V Good	6	12			**81**
1869	MACKENZIE ROSE DR	CANDACE LN	AUDRY DR	LOCAL	24	923	123	2,584	77	74	60	Mod	V Good	8	15			**77**
1344	MCKAY WAY	N LAUREN LN	N KENDALL CT	LOCAL	23	290	37	778	63	63	60	Mod	Good	25	12			**62**
2216	MCKAY WAY	N KENDALL CT	N HOMESTEAD MESA DR	LOCAL	24	374	50	1,047	59	52	60	Mod	Fair	32	9			**58**
1909	MERIDIAN PKWY	EOP	STELLAR DR	LOCAL	27	158	24	499	83	51	60	Mod	V Good	13	4			**83**
2137	MERIDIAN PKWY	STELLAR DR	E TOUCHSTONE DR	LOCAL	29	302	49	1,020	74	50	60	Mod	V Good	14	12			**73**
2252	MERIDIAN PKWY	MERIDIAN PKWY N	N BRIGHT STAR BLVD	LOCAL	27	317	48	1,000	46	53	60	Mod	Marginal	35	19			**44**
1468	MERIDIAN PKWY	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	LOCAL	23	44	6	118	47	41	60	Mod	Marginal	32	21			**46**
2187	MERIDIAN PKWY	N BRIGHT STAR BLVD	MERIDIAN PKWY N	LOCAL	27	328	49	1,032	33	66	60	Mod	Poor	52	15			**32**
1726	MERIDIAN PKWY E	MERIDIAN PKWY	N GALILEO CT	LOCAL	29	714	115	2,417	49	64	60	Mod	Marginal	33	18			**48**
2134	MERIDIAN PKWY E	N GALILEO CT	N ORION ST	LOCAL	29	515	83	1,743	71	79	60	Mod	V Good	16	13			**71**
1373	MERIDIAN PKWY N	MERIDIAN PKWY	N GALILEO CT	LOCAL	30	249	41	871	74	65	60	Mod	V Good	14	12			**73**

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1785	MERIDIAN PKWY N	N GALILEO CT	E SIRUS DR	LOCAL	27	173	26	544	63	61	60	Mod	Good	18	19			**62**
1814	MERIDIAN PKWY N	E SIRUS DR	ALLEY	LOCAL	28	168	26	550	71	81	60	Mod	V Good	15	14			**70**
1438	MERIDIAN PKWY N	ALLEY	E CONSTELLATION DR	LOCAL	28	99	15	324	75	82	60	Mod	V Good	8	17			**74**
2162	MERIDIAN PKWY N	E CONSTELLATION DR	MERIDIAN PKWY	LOCAL	26	200	29	607	70	73	60	Mod	V Good	13	17			**70**
1970	MERIDIAN PKWY N	MERIDIAN PKWY	MERIDIAN PKWY	LOCAL	27	262	39	826	33	56	60	Mod	Poor	49	18			**32**
1547	MESSENGER LN	EOP	W ROAD 1 NORTH	LOCAL	22	729	88	1,854	58	61	30	Weak	Fair	38	4			**57**
2412	MOLLIE RAE LN	AUDRY DR	W CENTER ST	LOCAL	21	367	43	899	68	79	60	Mod	Good	17	15			**68**
2149	N ALEC PL	W TALIA PL	EOP	LOCAL	28	484	75	1,577	76	75	60	Mod	V Good	10	14			**75**
1565	N ANGUS PL	EOP	W PERKINSVILLE RD	LOCAL	25	1,004	140	2,930	71	58	60	Mod	V Good	23	6			**71**
2019	N ANTELOPE DR	EOP	W PERKINSVILLE RD	LOCAL	24	1,004	134	2,812	87	81	60	Mod	Excellent	12	1			**87**
2328	N ARIZONA TRL	E GRANITE CREEK LN	E CALIFORNIA DR	LOCAL	19	500	53	1,109	17	50	60	Mod	V Poor	72	11			**16**
1694	N ARIZONA TRL	E CALIFORNIA DR	E NEW YORK PL	LOCAL	20	453	50	1,057	23	39	60	Mod	V Poor	66	11			**22**
1444	N ARIZONA TRL	E NEW YORK PL	E FLORIDA LN	LOCAL	24	455	61	1,273	14	56	60	Mod	V Poor	80	6			**13**
2169	N ARIZONA TRL	E FLORIDA LN	E COLORADO WAY	LOCAL	20	480	53	1,120	24	57	60	Mod	V Poor	69	7			**23**
2237	N BELMONT WAY	E ROAD 1 NORTH	E STRATFORD PL	LOCAL	29	183	29	618	72	79	60	Mod	V Good	17	11			**72**
2354	N BELMONT WAY	E STRATFORD PL	E TAFT AVE	LOCAL	30	295	49	1,034	79	75	60	Mod	V Good	9	12			**78**
2323	N BELMONT WAY	E TAFT AVE	ALLERTON WAY	LOCAL	29	343	55	1,161	65	76	60	Mod	Good	23	12			**64**
1320	N BERNE AVE	ARMITAGE WAY	E BAINBRIDGE LN	LOCAL	28	422	66	1,379	57	51	60	Mod	Fair	31	12			**56**
2120	N BOTTLEBRUSH DR	E ROAD 2 NORTH	N JAMES DR	LOCAL	21	480	56	1,175	65	48	30	Weak	Good	31	4			**64**
1413	N BRANDING IRON LN	EOP	E RED CINDER RD	LOCAL	27	1,216	182	3,831	52	63	30	Weak	Fair	43	5			**51**
2004	N BRIGHT STAR BLVD	MERIDIAN PKWY	N NEWTON WAY	LOCAL	13	342	25	518	64	56	60	Mod	Good	21	15			**63**
1456	N BRIGHT STAR BLVD	N NEWTON WAY	E ROAD 2 NORTH	LOCAL	15	296	25	519	51	52	60	Mod	Fair	33	16			**50**
1554	N BRIGHT STAR BLVD	MERIDIAN PKWY	N NEWTON WAY	LOCAL	14	354	28	579	64	63	60	Mod	Good	19	17			**63**
1767	N BRIGHT STAR BLVD	N NEWTON WAY	E ROAD 2 NORTH	LOCAL	15	276	23	482	67	59	60	Mod	Good	21	12			**66**
1622	N BRIGHT STAR BLVD	E ROAD 2 NORTH	EOP	LOCAL	27	524	79	1,650	54	72	60	Mod	Fair	24	22			**53**
1801	N BUCKY ONEILL DR	E MERRITT LN	E UNION LN	LOCAL	18	263	26	552	43	42	60	Mod	Marginal	46	11			**42**
1449	N BUCKY ONEILL DR	E UNION LN	E MAHAN LN	LOCAL	21	669	78	1,638	50	44	60	Mod	Fair	41	9			**49**
2076	N BUCKY ONEILL DR	E MAHAN LN	E HALL LN	LOCAL	19	805	85	1,784	54	48	60	Mod	Fair	33	13			**53**
2178	N CACTUS WREN DR	E CENTER CT	E KAIBAB DR	LOCAL	23	225	29	605	31	55	60	Mod	Poor	48	21			**30**
2045	N CACTUS WREN DR	E KAIBAB DR	COYOTE CORNER	LOCAL	23	249	32	669	23	65	60	Mod	V Poor	59	18			**22**
2090	N CACTUS WREN DR	COYOTE CORNER	E ROADRUNNER LN	LOCAL	23	255	33	685	26	59	60	Mod	Poor	58	16			**25**
1327	N CACTUS WREN DR	E ROADRUNNER LN	E ROADRUNNER LN	LOCAL	22	63	8	162	4	60	60	Mod	V Poor	81	15			**4**
1712	N CACTUS WREN DR	E ROADRUNNER LN	E ELK DR	LOCAL	23	186	24	498	27	58	60	Mod	Poor	55	18			**26**
2271	N CACTUS WREN DR	E ELK DR	E GRASSHOPPER LN	LOCAL	24	286	38	802	20	56	60	Mod	V Poor	58	22			**19**
1476	N CACTUS WREN DR	E GRASSHOPPER LN	E GRASSHOPPER LN	LOCAL	18	82	8	171	42	36	60	Mod	Marginal	35	23			**41**
1649	N CACTUS WREN DR	E GRASSHOPPER LN	RHONDA RD	LOCAL	23	250	32	671	90	76	60	Mod	Excellent	7	3			**90**
2048	N CACTUS WREN DR	RHONDA RD	E SUSAN ST	LOCAL	23	249	32	669	75	64	60	Mod	V Good	14	11			**75**
1912	N CACTUS WREN DR	E SUSAN ST	E YVONNE WAY	LOCAL	20	248	28	578	71	70	60	Mod	V Good	20	9			**70**
1566	N CACTUS WREN DR	E YVONNE WAY	E BEVERLY LN	LOCAL	22	251	31	644	70	56	60	Mod	V Good	22	8			**70**
2011	N CACTUS WREN DR	E BEVERLY LN	E DONNA RD	LOCAL	22	253	31	650	63	53	60	Mod	Good	24	13			**62**
1674	N CACTUS WREN DR	E DONNA RD	E ROAD 1 NORTH	LOCAL	20	120	13	280	13	34	60	Mod	V Poor	74	13			**12**
2179	N CACTUS WREN DR	E ROAD 1 NORTH	E BARBARA AVE	LOCAL	19	130	14	287	32	48	60	Mod	Poor	58	10			**30**
1749	N CACTUS WREN DR	E BARBARA AVE	E JACKIE WAY	LOCAL	20	219	24	512	78	67	30	Weak	V Good	19	3			**77**
2032	N CHAPARRAL LN	W BUTTERFIELD RD	W PALOMINO RD	LOCAL	20	462	51	1,078	37	75	60	Mod	Poor	52	11			**36**
1386	N COCHISE ST	W ROAD 3 NORTH	W GILSON ST	LOCAL	18	1,308	131	2,748	19	54	60	Mod	V Poor	72	9			**18**
1463	N COCHISE ST	W GILSON ST	W NAVAJO ST	LOCAL	16	1,267	113	2,366	20	52	60	Mod	V Poor	66	14			**19**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
2132	N COPPER DR	E FOSTER DR	E MEADOW LN	LOCAL	21	696	81	1,706	63	41	60	Mod	Good	31	6			**62**
1663	N COTTONWOOD LN	E CENTER ST	E FOX RD	LOCAL	23	287	37	771	60	67	60	Mod	Fair	25	15			**59**
1590	N COTTONWOOD LN	E FOX RD	E JAVELINA PATH	LOCAL	22	219	27	561	66	73	60	Mod	Good	19	15			**65**
1667	N COTTONWOOD LN	E JAVELINA PATH	JACKRABBIT TRL	LOCAL	21	283	33	694	74	70	60	Mod	V Good	10	16			**74**
1621	N COTTONWOOD LN	JACKRABBIT TRL	E MULE DEER TRL	LOCAL	21	226	26	553	79	73	60	Mod	V Good	6	15			**79**
2195	N COTTONWOOD LN	E MULE DEER TRL	E GRASSHOPPER LN	LOCAL	20	278	31	649	65	69	60	Mod	Good	21	14			**64**
1996	N COTTONWOOD LN	EOP	N PORCUPINE PASS	LOCAL	22	593	72	1,522	80	71	60	Mod	V Good	19	1			**80**
1443	N COTTONWOOD LN	N PORCUPINE PASS	E SUNSET DR	LOCAL	23	170	22	456	77	76	60	Mod	V Good	8	15			**76**
2039	N COTTONWOOD LN	N MYLO DR	DS@764W N MYLO DR	LOCAL	22	764	93	1,961	88	77	60	Mod	Excellent	11	1			**88**
2224	N COTTONWOOD LN	DS@764W N MYLO DR	E RUSTLER ROUTE	LOCAL	20	397	44	927	91	66	60	Mod	Excellent	6	3			**91**
1742	N COTTONWOOD LN	E RUSTLER ROUTE	E LITTLE DOGGIE DRAW	LOCAL	21	243	28	596	86	85	60	Mod	Excellent	11	3			**86**
2217	N COTTONWOOD LN	E LITTLE DOGGIE DRAW	STAGECOACH TRL	LOCAL	21	254	30	622	93	80	60	Mod	Excellent	2	6			**92**
1343	N COTTONWOOD LN	STAGECOACH TRL	E ROAD 2 NORTH	LOCAL	22	265	32	680	87	77	60	Mod	Excellent	11	2			**86**
2113	N DEL RIO RD	E UNION LN	E MAHAN LN	LOCAL	19	667	70	1,478	54	38	60	Mod	Fair	34	12			**53**
2222	N DEL RIO RD	E MAHAN LN	E HALL LN	LOCAL	18	758	76	1,591	31	44	60	Mod	Poor	59	10			**30**
1342	N DEL RIO RD	E HALL LN	E FOSTER DR	LOCAL	20	247	27	577	59	68	30	Weak	Fair	37	4			**58**
1669	N DEL RIO RD	E FOSTER DR	E MEADOW LN	LOCAL	24	698	93	1,955	66	61	60	Mod	Good	28	6			**65**
2231	N DEL RIO RD	E MEADOW LN	E FLINT WAY	LOCAL	21	247	29	606	71	66	60	Mod	V Good	22	7			**71**
1519	N DEL RIO RD	E FLINT WAY	E PERKINSVILLE RD	LOCAL	22	242	30	621	31	55	60	Mod	Poor	57	12			**30**
1732	N ELDRED RD	W ROAD 3 NORTH	W SHIRLEY ST	LOCAL	21	3,313	387	8,117	13	56	60	Mod	V Poor	78	9			**12**
1340	N ELDRED RD	W SHIRLEY ST	W ARLENE ST	LOCAL	22	689	84	1,768	15	55	60	Mod	V Poor	74	11			**14**
1952	N ELDRED RD	W ARLENE ST	W KAY ST	LOCAL	21	668	78	1,636	17	67	60	Mod	V Poor	72	11			**16**
1719	N ELDRED RD	W KAY ST	W ROAD 4 NORTH	LOCAL	25	611	85	1,783	26	57	60	Mod	Poor	66	8			**25**
1787	N FIRESKY LN	S FIRESKY LN	W GRASSHOPPER LN	LOCAL	23	1,339	171	3,594	61	70	30	Weak	Good	35	4			**60**
1580	N FIRESKY LN	W GRASSHOPPER LN	W ROAD 1 NORTH	LOCAL	22	1,315	161	3,374	51	68	30	Weak	Fair	46	3			**50**
1268	N FIRESKY LN	W ROAD 1 NORTH	W ROAD 2 NORTH	LOCAL	18	2,650	265	5,565	47	52	60	Mod	Marginal	44	9			**46**
1341	N FOX RD	E GRASSHOPPER LN	E FOX RD	LOCAL	16	467	42	872	76	64	30	Weak	V Good	19	5			**76**
1382	N GABLES CT	EOP	E GABLES WAY	LOCAL	45	145	36	759	67	54	60	Mod	Good	20	13			**66**
1890	N GABLES CT	E GABLES WAY	EOP	LOCAL	68	52	20	411	69	29	60	Mod	Good	19	12			**68**
1545	N GALILEO CT	MERIDIAN PKWY N	LUNAR VIEW WAY	LOCAL	29	210	34	712	55	64	60	Mod	Fair	33	12			**54**
1743	N GALILEO CT	LUNAR VIEW WAY	ALLEY	LOCAL	30	386	64	1,350	66	72	60	Mod	Good	23	11			**65**
1917	N GALILEO CT	ALLEY	MERIDIAN PKWY E	LOCAL	32	839	149	3,134	71	66	60	Mod	V Good	18	11			**70**
2383	N GALLOWAY DR	E ESSEX WAY	EOP	LOCAL	39	312	67	1,400	72	64	60	Mod	V Good	15	13			**71**
1355	N GEORGIA AVE	E GRANITE CREEK LN	E CALIFORNIA DR	LOCAL	21	492	57	1,205	41	71	60	Mod	Marginal	51	8			**40**
2014	N GEORGIA AVE	E CALIFORNIA DR	E NEW YORK PL	LOCAL	20	511	57	1,193	22	50	60	Mod	V Poor	67	11			**21**
1511	N GEORGIA AVE	E NEW YORK PL	E FLORIDA LN	LOCAL	20	455	51	1,062	9	46	60	Mod	V Poor	79	12			**8**
1500	N GEORGIA AVE	E FLORIDA LN	E ROAD 4 NORTH	LOCAL	21	457	53	1,119	18	67	60	Mod	V Poor	70	12			**17**
2007	N GOLD RUSH WAY	W GRASSHOPPER LN	W ROAD 1 NORTH	LOCAL	25	1,301	181	3,794	69	76	30	Weak	Good	29	2			**68**
1297	N GOLD RUSH WAY	W ROAD 1 NORTH	EOP	LOCAL	25	1,026	145	3,044	75	74	30	Weak	V Good	23	2			**74**
1486	N GOLDEN DR	E FOSTER DR	E MEADOW LN	LOCAL	20	643	71	1,500	79	46	30	Weak	V Good	19	3			**78**
1551	N GOLDEN DR	E MEADOW LN	E FLINT WAY	LOCAL	18	278	28	583	45	56	60	Mod	Marginal	43	12			**44**
1842	N GOODWIN DR	E UNION LN	E MAHAN LN	LOCAL	21	661	77	1,619	50	39	60	Mod	Fair	41	9			**49**
1314	N GOODWIN DR	E MAHAN LN	E HALL LN	LOCAL	20	757	84	1,767	50	45	60	Mod	Marginal	38	12			**49**
1477	N GRANADA DR	W CENTER ST	W DUENO DR	LOCAL	24	427	57	1,195	58	70	30	Weak	Fair	41	1			**57**
1453	N GRANADA DR	W DUENO DR	W ENCANTO DR	LOCAL	27	745	112	2,347	65	79	30	Weak	Good	35	0			**64**
1826	N GROVE LN	W ROAD 1 NORTH	EOP	LOCAL	25	1,160	163	3,416	25	68	60	Mod	V Poor	63	12			**24**

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
2360	N HARDING RD	E TAFT AVE	ALLERTON WAY	LOCAL	34	345	65	1,370	68	68	60	Mod	Good	18	14			**67**
1472	N HARRISON DR	EOP	W HEATHER LN	LOCAL	30	308	52	1,092	81	70	60	Mod	V Good	12	7			**81**
1338	N HARRISON DR	W HEATHER LN	W KRISTIN ST	LOCAL	22	636	78	1,633	77	75	60	Mod	V Good	13	10			**76**
2081	N HARRISON DR	W KRISTIN ST	W TALIA WAY	LOCAL	23	628	80	1,685	75	82	60	Mod	V Good	13	12			**75**
1731	N HARRISON DR	W TALIA WAY	W TALIA PL	LOCAL	23	934	119	2,506	67	78	60	Mod	Good	19	14			**66**
1985	N HARRISON DR	W TALIA PL	W ROAD 4 NORTH	LOCAL	23	1,452	186	3,896	43	75	60	Mod	Marginal	40	17			**42**
2277	N HAYES CT	E ESSEX WAY	EOP	LOCAL	38	311	66	1,388	65	72	60	Mod	Good	23	12			**64**
2022	N HAZEL DR	E ROAD 1 SOUTH	EOP	LOCAL	23	660	85	1,785	55	60	30	Weak	Fair	42	3			**54**
2111	N HO HO KAM DR	E CENTER CT	E KAIBAB DR	LOCAL	24	251	33	701	58	56	30	Weak	Fair	37	5			**57**
1922	N HO HO KAM DR	E KAIBAB DR	COYOTE CORNER	LOCAL	19	254	27	563	50	64	30	Weak	Marginal	46	4			**48**
1536	N HO HO KAM DR	COYOTE CORNER	E ROADRUNNER LN	LOCAL	20	249	28	581	62	53	30	Weak	Good	34	4			**61**
1648	N HO HO KAM DR	E ROADRUNNER LN	E ELK DR	LOCAL	25	243	34	709	45	47	60	Mod	Marginal	47	8			**44**
1846	N HO HO KAM DR	E ELK DR	E GRASSHOPPER LN	LOCAL	17	291	27	576	59	54	60	Mod	Fair	36	5			**58**
1989	N HOMESTEAD MESA DR	MCKAY WAY	W ROAD 1 NORTH	LOCAL	24	1,027	137	2,875	67	61	60	Mod	Good	25	8			**66**
2104	N HOMESTEAD MESA DR	W ROAD 1 NORTH	W KOBOL WAY	LOCAL	22	1,039	127	2,667	70	65	60	Mod	V Good	16	14			**69**
1325	N HORIZON WAY	W BUTTERFIELD RD	W PALOMINO RD	LOCAL	24	455	61	1,275	73	69	30	Weak	V Good	22	5			**72**
1932	N JAMES DR	E JUNIPER DR	E TUMBLEWEED DR	LOCAL	27	228	34	719	73	59	60	Mod	V Good	20	7			**73**
1688	N JAMES DR	E TUMBLEWEED DR	E PALO VERDE DR	LOCAL	32	251	45	938	77	57	30	Weak	V Good	22	1			**76**
1783	N JAMES DR	E PALO VERDE DR	PURPLE SAGE DR	LOCAL	27	250	38	788	71	56	30	Weak	V Good	27	2			**70**
1943	N JAMES DR	PURPLE SAGE DR	N BOTTLEBRUSH DR	LOCAL	24	247	33	691	54	49	60	Mod	Fair	37	9			**53**
1809	N JAMES DR	N BOTTLEBRUSH DR	E ROAD 2 NORTH	LOCAL	30	286	48	1,001	44	52	30	Weak	Marginal	51	5			**43**
1942	N JAVELINA PATH	E GRASSHOPPER LN	E JAVELINA PATH	LOCAL	20	286	32	667	71	53	30	Weak	V Good	28	1			**71**
1720	N JEROME JUNCTION	UNNAMED RD	DS@115N UNNAMED RD	LOCAL	22	115	14	295	97	97	60	Mod	Excellent	0	3			**96**
1773	N JEROME JUNCTION	DS@115N UNNAMED RD	JEROME JUNCTION	LOCAL	23	1,549	198	4,157	86	87	60	Mod	Excellent	9	5			**86**
1690	N JUDY AVE	E GRASSHOPPER LN	RHONDA RD	LOCAL	25	252	35	736	8	46	60	Mod	V Poor	79	13			**8**
1318	N JUDY AVE	RHONDA RD	E SUSAN ST	LOCAL	22	254	31	651	20	68	60	Mod	V Poor	66	14			**20**
2249	N JUDY AVE	E SUSAN ST	E YVONNE WAY	LOCAL	22	252	31	646	36	62	60	Mod	Poor	49	15			**35**
2080	N JUDY AVE	E YVONNE WAY	E BEVERLY LN	LOCAL	22	249	30	639	71	65	60	Mod	V Good	20	9			**71**
1512	N JUDY AVE	E BEVERLY LN	E DONNA RD	LOCAL	23	246	31	660	60	56	60	Mod	Fair	34	6			**59**
1364	N JUDY AVE	E DONNA RD	E BARBARA AVE	LOCAL	23	251	32	672	67	64	30	Weak	Good	29	4			**66**
2257	N JUDY AVE	E BARBARA AVE	N PORCUPINE PASS	LOCAL	21	1,805	211	4,422	19	52	60	Mod	V Poor	70	11			**18**
1385	N KASSY LN	W TALIA PL	EOP	LOCAL	26	927	133	2,800	67	74	60	Mod	Good	20	13			**66**
1678	N KEN DR	E JUNIPER DR	E TUMBLEWEED DR	LOCAL	23	229	29	616	70	61	60	Mod	V Good	24	6			**70**
2159	N KEN DR	E TUMBLEWEED DR	E PALO VERDE DR	LOCAL	24	248	33	696	64	61	60	Mod	Good	26	10			**63**
2094	N KEN DR	E PALO VERDE DR	PURPLE SAGE DR	LOCAL	25	251	35	733	70	58	60	Mod	Good	18	12			**69**
1750	N KEN DR	PURPLE SAGE DR	E BOTTLEBRUSH DR	LOCAL	34	250	47	992	74	59	30	Weak	V Good	23	3			**74**
2086	N KEN DR	E BOTTLEBRUSH DR	E ROAD 2 NORTH	LOCAL	24	285	38	799	72	56	60	Mod	V Good	22	6			**71**
1650	N KENDALL CT	EOP	DS@735N EOP	LOCAL	26	735	107	2,244	85	63	60	Mod	V Good	6	9			**84**
2151	N KENDALL CT	DS@735N EOP	MCKAY WAY	LOCAL	24	291	39	815	82	63	60	Mod	V Good	11	7			**82**
2034	N KENO DR	E FOSTER DR	E MEADOW LN	LOCAL	21	684	80	1,675	58	43	60	Mod	Fair	34	8			**56**
1644	N KENO DR	E MEADOW LN	E FLINT WAY	LOCAL	20	287	32	669	49	50	60	Mod	Marginal	38	13			**48**
1741	N LAKE SHORE DR	E JUNIPER DR	E TUMBLEWEED DR	LOCAL	19	265	28	587	59	56	60	Mod	Fair	34	7			**58**
1958	N LAKE SHORE DR	E TUMBLEWEED DR	E PALO VERDE DR	LOCAL	19	302	32	669	76	73	30	Weak	V Good	20	4			**75**
2203	N LAKE SHORE DR	E PALO VERDE DR	PURPLE SAGE DR	LOCAL	20	254	28	593	62	48	60	Mod	Good	33	5			**61**
1898	N LAKE SHORE DR	PURPLE SAGE DR	E BOTTLEBRUSH DR	LOCAL	19	209	22	464	40	41	60	Mod	Marginal	49	11			**39**
2376	N LAKE SHORE DR	E BOTTLEBRUSH DR	E ROAD 2 NORTH	LOCAL	23	272	35	729	35	45	60	Mod	Poor	50	15			**34**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
2167	N LAUREN LN	MCKAY WAY	W ROAD 1 NORTH	LOCAL	24	1,031	137	2,886	63	64	60	Mod	Good	28	9			**62**
1806	N LAUREN LN	W ROAD 1 NORTH	W KOBOL WAY	LOCAL	21	1,040	121	2,549	60	73	60	Mod	Good	31	9			**59**
1816	N LAZY LOOP DR	N RAILROAD AVE	N RAILROAD AVE	LOCAL	19	1,091	115	2,419	71	72	60	Mod	V Good	21	8			**70**
1238	N LIANA DR	W LIANA DR	E LIANA DR	LOCAL	21	2,076	242	5,086	35	64	60	Mod	Poor	57	8			**34**
1998	N LOBO LN	N RAILROAD AVE	E SUNSET DR	LOCAL	21	1,701	198	4,167	67	75	60	Mod	Good	25	8			**66**
1746	N LOIS LN	E JACKIE WAY	CINDY CT	LOCAL	22	453	55	1,164	66	41	30	Weak	Good	31	3			**65**
2085	N LOIS LN	CINDY CT	EOP	LOCAL	29	231	37	783	56	37	30	Weak	Fair	39	5			**55**
1431	N MARGARET RD	E JACKIE WAY	CINDY CT	LOCAL	17	409	39	810	62	39	60	Mod	Good	31	7			**62**
2362	N MARICOPA ST	W ROAD 3 NORTH	W NAVAJO ST	LOCAL	21	2,587	302	6,337	3	53	60	Mod	V Poor	88	9			**3**
1448	N MARICOPA ST	W NAVAJO ST	W PIMA ST	LOCAL	20	1,338	149	3,122	4	59	60	Mod	V Poor	88	8			**4**
1260	N MARICOPA ST	W PIMA ST	W ROAD 4 NORTH	LOCAL	18	1,396	140	2,931	7	44	60	Mod	V Poor	81	12			**7**
1729	N MARNE WAY	E ESSEX WAY	EOP	LOCAL	38	289	62	1,292	57	65	60	Mod	Fair	30	13			**56**
1560	N MIDDLE DR	N MYLO DR	DS@460W N MYLO DR	LOCAL	22	460	56	1,182	91	81	60	Mod	Excellent	4	5			**90**
1439	N MIDDLE DR	DS@460W N MYLO DR	E LITTLE DOGGIE DRAW	LOCAL	21	498	58	1,221	85	64	60	Mod	Excellent	6	9			**85**
1718	N MIDDLE DR	E LITTLE DOGGIE DRAW	DS@182N E LITTLE DOGGIE DRAW	LOCAL	21	182	21	445	94	60	60	Mod	Excellent	4	2			**93**
1906	N MIDDLE DR	DS@182N E LITTLE DOGGIE DRAW	DS@338N E LITTLE DOGGIE DRAW	LOCAL	21	156	18	383	88	66	60	Mod	Excellent	10	2			**87**
1670	N MIDDLE DR	DS@338N E LITTLE DOGGIE DRAW	E ROAD 2 NORTH	LOCAL	22	180	22	462	91	55	60	Mod	Excellent	9	0			**90**
1632	N MILES DR	N MYLO DR	E ROAD 2 NORTH	LOCAL	21	638	74	1,563	89	76	60	Mod	Excellent	5	6			**88**
1418	N MOHAVE ST	W ROAD 3 NORTH	W NAVAJO ST	LOCAL	21	2,600	303	6,370	21	53	60	Mod	V Poor	66	13			**20**
1981	N MULE DEER TRL	E GRASSHOPPER LN	E MULE DEER TRL	LOCAL	19	119	13	265	58	33	30	Weak	Fair	38	4			**57**
1347	N MYLO DR	EOP	N COTTONWOOD LN	LOCAL	40	121	27	560	81	30	60	Mod	V Good	19	0			**81**
1935	N MYLO DR	N COTTONWOOD LN	N MIDDLE DR	LOCAL	22	321	39	823	97	78	60	Mod	Excellent	4	0			**95**
1404	N MYLO DR	N MIDDLE DR	E LITTLE DOGGIE DRAW	LOCAL	21	386	45	946	100	82	60	Mod	Excellent	0	1			**98**
2235	N MYLO DR	E LITTLE DOGGIE DRAW	N MILES DR	LOCAL	20	410	46	957	92	73	60	Mod	Excellent	8	0			**91**
2126	N MYLO DR	N MILES DR	DS@193N N MILES DR	LOCAL	22	193	24	496	99	74	60	Mod	Excellent	1	0			**97**
1559	N MYLO DR	DS@193N N MILES DR	DS@285N N MILES DR	LOCAL	21	92	11	225	90	77	60	Mod	Excellent	6	4			**89**
1963	N MYLO DR	DS@285N N MILES DR	DS@357N N MILES DR	LOCAL	22	72	9	185	100	92	60	Mod	Excellent	0	0			**99**
1394	N MYLO DR	DS@357N N MILES DR	E ROAD 2 NORTH	LOCAL	22	197	24	507	87	72	60	Mod	Excellent	7	6			**87**
1914	N NEWTON WAY	EOP	STELLAR DR	LOCAL	28	139	22	455	66	67	60	Mod	Good	28	6			**65**
2030	N NEWTON WAY	STELLAR DR	E TOUCHSTONE DR	LOCAL	28	279	43	911	86	76	60	Mod	Excellent	5	9			**85**
1326	N NEWTON WAY	E TOUCHSTONE DR	E SIRUS DR	LOCAL	26	277	40	842	82	80	60	Mod	V Good	7	11			**81**
2210	N NEWTON WAY	E SIRUS DR	E CONSTELLATION DR	LOCAL	27	274	41	863	84	82	60	Mod	V Good	1	15			**83**
1994	N NEWTON WAY	E CONSTELLATION DR	W POLARIS DR	LOCAL	30	277	46	970	85	67	60	Mod	V Good	6	9			**84**
1402	N NEWTON WAY	W POLARIS DR	N PIEDMONT CT	LOCAL	27	335	50	1,055	74	64	60	Mod	V Good	9	17			**73**
2041	N NEWTON WAY	N PIEDMONT CT	N BRIGHT STAR BLVD	LOCAL	28	358	56	1,171	62	64	60	Mod	Good	21	17			**62**
1593	N NEWTON WAY	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	LOCAL	23	42	5	112	55	13	60	Mod	Fair	26	19			**54**
2291	N OLD HIGHWAY 89	W BETHANY LN	EOP	COLLECTOR	21	4,278	499	10,481	27	63	60	Mod	Poor	54	19			**26**
1465	N OLD HIGHWAY 89	E RIMROCK RD	E BALD EAGLE TRL	COLLECTOR	20	180	20	419	20	57	60	Mod	V Poor	73	7			**20**
1900	N OLD HIGHWAY 89	E BALD EAGLE TRL	EOP	COLLECTOR	19	2,745	290	6,085	10	57	60	Mod	V Poor	77	13			**10**
1810	N OLD HOME MANOR DR	M A PERKINS TRAILWAY	E RODEO DR	LOCAL	28	2,514	391	8,212	67	76	30	Weak	Good	30	3			**66**
1587	N OLD HOME MANOR DR	E RODEO DR	UNNAMED RD	LOCAL	26	619	89	1,879	56	75	30	Weak	Fair	42	2			**55**
1319	N OLD HOME MANOR DR	UNNAMED RD	EOP	LOCAL	23	2,183	279	5,857	31	65	60	Mod	Poor	60	9	100	8/29/23	**99**
2258	N ORION ST	EOP	AURORA DR	LOCAL	28	155	24	506	72	57	60	Mod	V Good	17	11			**71**
1781	N ORION ST	AURORA DR	COMET LOOP	LOCAL	27	290	43	913	77	70	60	Mod	V Good	11	12			**77**
1804	N ORION ST	COMET LOOP	MERIDIAN PKWY E	LOCAL	28	178	28	580	68	43	60	Mod	Good	15	17			**67**
2234	N ORION ST	MERIDIAN PKWY E	E SOLAR VIEW DR	LOCAL	27	158	24	497	74	63	60	Mod	V Good	12	14			**73**

City of Chino Valley, AZ

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1725	N PALO VERDE DR	E ROAD 2 NORTH	E PALO VERDE DR	LOCAL	21	634	74	1,552	67	51	30	Weak	Good	28	5			**66**
1594	N PAWNEE TRL	EOP	W ROAD 4 1/2 NORTH	LOCAL	19	1,005	106	2,228	40	61	60	Mod	Marginal	51	9			**39**
2084	N PEPPERTREE PL	JUNIPER DR	E GREASEWOOD ALY	LOCAL	22	375	46	962	95	77	60	Mod	Excellent	5	0			**94**
2112	N PEPPERTREE PL	E GREASEWOOD ALY	E PRAIRIE GRASS RD	LOCAL	21	343	40	841	98	70	60	Mod	Excellent	3	0			**96**
1754	N PEPPERTREE PL	E PRAIRIE GRASS RD	E ROAD 2 NORTH	LOCAL	23	551	70	1,479	78	65	30	Weak	V Good	19	3			**77**
1799	N PIEDMONT CT	N NEWTON WAY	EOP	LOCAL	44	150	37	771	67	70	60	Mod	Good	19	14			**66**
2190	N PINAL ST	W ROAD 3 NORTH	W GILSON ST	LOCAL	24	792	106	2,216	48	64	60	Mod	Marginal	45	7			**47**
1586	N PINE CT	EOP	E MARGIE DR	LOCAL	37	168	34	722	91	48	60	Mod	Excellent	8	1			**91**
1306	N PINTO LN	E PERKINSVILLE RD	UNNAMED RD	LOCAL	25	722	100	2,105	42	66	60	Mod	Marginal	38	20			**41**
2180	N PINTO LN	UNNAMED RD	EOP	LOCAL	25	177	25	516	51	58	60	Mod	Fair	28	21			**50**
2088	N PORCUPINE PASS	N COTTONWOOD LN	DS@1393N N COTTONWOOD LN	LOCAL	19	1,393	147	3,087	59	42	60	Mod	Fair	33	8			**58**
1422	N PORCUPINE PASS	DS@1393N N COTTONWOOD LN	N JUDY AVE	LOCAL	20	888	99	2,071	68	55	60	Mod	Good	25	7			**67**
2223	N PORCUPINE PASS	N JUDY AVE	E LITTLE DOGGIE DRAW	LOCAL	21	234	27	572	39	52	60	Mod	Poor	45	16			**39**
2392	N PORCUPINE PASS	E LITTLE DOGGIE DRAW	E ROAD 2 NORTH	LOCAL	24	512	68	1,433	60	55	60	Mod	Good	33	7			**59**
1897	N PRESCOTT DR	E MERRITT LN	E UNION LN	LOCAL	20	212	24	495	39	53	60	Mod	Poor	54	7			**38**
1303	N PRESCOTT DR	E UNION LN	E MAHAN LN	LOCAL	19	692	73	1,533	46	43	60	Mod	Marginal	45	9			**45**
1701	N PRESCOTT DR	E MAHAN LN	E HALL LN	LOCAL	20	762	85	1,779	56	43	60	Mod	Fair	38	6			**55**
1380	N PRESCOTT DR	E HALL LN	E FOSTER DR	LOCAL	23	246	31	659	69	51	60	Mod	Good	21	10			**69**
1588	N PRESCOTT DR	E FOSTER DR	E MEADOW LN	LOCAL	20	698	78	1,628	66	45	60	Mod	Good	28	6			**65**
2238	N RAILROAD AVE	E CENTER ST	N LAZY LOOP DR	LOCAL	23	306	39	822	80	77	60	Mod	V Good	6	14			**80**
1904	N RAILROAD AVE	N LAZY LOOP DR	N LAZY LOOP DR	LOCAL	22	467	57	1,199	57	79	60	Mod	Fair	30	13			**56**
2100	N RAILROAD AVE	N LAZY LOOP DR	N LOBO LN	LOCAL	23	336	43	902	66	91	60	Mod	Good	22	12			**65**
1384	N RAILROAD AVE	N LOBO LN	E SUNSET DR	LOCAL	20	1,351	150	3,153	50	74	60	Mod	Marginal	39	11			**48**
1920	N RAILROAD AVE	E JEAN RD	E MARGIE DR	LOCAL	22	316	39	810	88	88	60	Mod	Excellent	10	2			**87**
2347	N REED RD	W CENTER ST	W GRASSHOPPER LN	ARTERIAL	26	1,338	193	4,057	79	87	30	Weak	V Good	18	3			**78**
2352	N REED RD	W GRASSHOPPER LN	W ROAD 1 NORTH	ARTERIAL	26	1,343	194	4,075	68	88	30	Weak	Good	27	5			**67**
2324	N REED RD	W ROAD 1 NORTH	W ROAD 2 NORTH	ARTERIAL	23	2,663	340	7,145	19	69	60	Mod	V Poor	66	15			**19**
2399	N REED RD	W ROAD 2 NORTH	W CANTA LIBRE RD	ARTERIAL	25	1,343	186	3,916	10	57	60	Mod	V Poor	74	16			**10**
2368	N REED RD	W CANTA LIBRE RD	W ROAD 3 NORTH	ARTERIAL	35	4,033	784	16,467	4	56	60	Mod	V Poor	80	16			**4**
2385	N REED RD	W ROAD 3 NORTH	W ROAD 4 NORTH	ARTERIAL	25	5,290	735	15,430	73	81	30	Weak	V Good	23	4			**72**
1636	N REED RD	W ROAD 4 NORTH	REED RD	ARTERIAL	23	29	4	78	69	87	30	Weak	Good	31	0			**68**
2397	N REED RD	REED RD	W ROAD 5 NORTH	ARTERIAL	23	18	2	48	8	0	60	Mod	V Poor	74	18			**7**
2183	N ROAD 1 EAST	S ROAD 1 EAST	UNNAMED RD	COLLECTOR	20	1,291	143	3,013	13	52	60	Mod	V Poor	76	11			**13**
1570	N ROAD 1 EAST	UNNAMED RD	E ROAD 1 NORTH	COLLECTOR	29	1,350	218	4,569	8	48	60	Mod	V Poor	81	11			**7**
1656	N ROAD 1 EAST	E ROAD 1 NORTH	UNNAMED RD	COLLECTOR	20	482	54	1,125	61	70	60	Mod	Good	30	9			**60**
2109	N ROAD 1 EAST	UNNAMED RD	E AZTEC DR	COLLECTOR	22	205	25	525	64	73	30	Weak	Good	32	4			**63**
1225	N ROAD 1 EAST	E AZTEC DR	UNNAMED RD	COLLECTOR	21	299	35	733	59	67	60	Mod	Fair	32	9			**58**
2361	N ROAD 1 EAST	UNNAMED RD	JUNIPER DR	COLLECTOR	22	369	45	947	43	47	60	Mod	Marginal	45	12			**42**
2407	N ROAD 1 EAST	JUNIPER DR	E ROAD 2 NORTH	COLLECTOR	22	1,288	157	3,307	13	45	60	Mod	V Poor	76	11			**12**
1634	N ROAD 1 EAST	E ROAD 2 NORTH	E MAHAN LN	COLLECTOR	21	1,630	190	3,993	9	52	60	Mod	V Poor	76	15			**9**
1689	N ROAD 1 EAST	E MAHAN LN	UNNAMED RD	COLLECTOR	27	109	16	343	10	41	60	Mod	V Poor	75	15			**9**
1356	N ROAD 1 EAST	UNNAMED RD	UNNAMED RD	COLLECTOR	29	240	39	813	17	56	60	Mod	V Poor	68	15			**16**
1730	N ROAD 1 EAST	UNNAMED RD	E PERKINSVILLE RD	COLLECTOR	21	1,980	231	4,851	12	56	60	Mod	V Poor	74	14			**11**
1242	N ROAD 1 EAST	E PERKINSVILLE RD	E VALENTINE RD	COLLECTOR	22	446	54	1,144	27	51	60	Mod	Poor	61	12			**26**
1662	N ROAD 1 EAST	E VALENTINE RD	E ADAMS DR	COLLECTOR	23	212	27	569	44	49	60	Mod	Marginal	39	17			**43**
2042	N ROAD 1 EAST	E ADAMS DR	E ROAD 3 NORTH	COLLECTOR	26	659	95	1,999	37	52	60	Mod	Poor	51	12			**36**

City of Chino Valley, AZ

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2243	N ROAD 1 EAST	E ROAD 3 NORTH	E RED CINDER RD	COLLECTOR	23	784	100	2,104	51	56	60	Mod	Fair	35	14			**50**
1934	N ROAD 1 EAST	E RED CINDER RD	UNNAMED RD	COLLECTOR	21	1,156	135	2,832	30	56	60	Mod	Poor	58	12			**29**
1392	N ROAD 1 EAST	UNNAMED RD	E GRANITE CREEK LN	COLLECTOR	28	1,481	230	4,839	32	57	60	Mod	Poor	55	13			**30**
1606	N ROAD 1 EAST	E GRANITE CREEK LN	DS@1182N E GRANITE CREEK LN	COLLECTOR	18	1,182	118	2,482	54	55	60	Mod	Fair	33	13			**53**
1524	N ROAD 1 EAST	DS@1182N E GRANITE CREEK LN	E ROAD 4 NORTH	COLLECTOR	22	625	76	1,603	31	57	60	Mod	Poor	58	11			**30**
1782	N ROAD 1 WEST	S ROAD 1 WEST	W REYES RD	ARTERIAL	22	705	86	1,811	27	65	60	Mod	Poor	59	14			**27**
1948	N ROAD 1 WEST	W REYES RD	UNNAMED RD	ARTERIAL	21	630	73	1,543	33	65	60	Mod	Poor	53	14			**31**
1361	N ROAD 1 WEST	UNNAMED RD	W ROAD 1 NORTH	ARTERIAL	21	1,314	153	3,220	25	59	60	Mod	Poor	62	13			**25**
2255	N ROAD 1 WEST	W ROAD 1 NORTH	W POCO LN	ARTERIAL	24	685	91	1,918	98	87	60	Mod	Excellent	2	0			**97**
1557	N ROAD 1 WEST	W POCO LN	W ROAD 2 NORTH	ARTERIAL	21	1,957	228	4,795	91	90	60	Mod	Excellent	9	0			**90**
1683	N ROAD 1 WEST	W ROAD 2 NORTH	DS@1584N W ROAD 2 NORTH	ARTERIAL	23	1,584	202	4,250	11	70	60	Mod	V Poor	76	13			**10**
1535	N ROAD 1 WEST	DS@1584N W ROAD 2 NORTH	W PERKINSVILLE RD	ARTERIAL	31	2,419	417	8,749	7	68	60	Mod	V Poor	82	11			**7**
1915	N ROAD 1 WEST	W PERKINSVILLE RD	W BUTTERFIELD RD	ARTERIAL	28	416	65	1,357	8	66	60	Mod	V Poor	80	12			**7**
1673	N ROAD 1 WEST	W BUTTERFIELD RD	W PALOMINO RD	ARTERIAL	23	454	58	1,219	9	71	60	Mod	V Poor	78	13			**8**
2325	N ROAD 1 WEST	W PALOMINO RD	W ROAD 3 NORTH	ARTERIAL	29	447	72	1,511	10	54	60	Mod	V Poor	78	12			**9**
2381	N ROAD 1 WEST	W ROAD 3 NORTH	W TIFFANY WAY	ARTERIAL	27	428	64	1,347	41	60	60	Mod	Marginal	44	15			**40**
2059	N ROAD 1 WEST	W TIFFANY WAY	W TIFFANY PL	ARTERIAL	29	631	102	2,136	50	62	60	Mod	Marginal	34	16			**48**
1582	N ROAD 1 WEST	W TIFFANY PL	W HEATHER LN	ARTERIAL	29	625	101	2,114	52	68	60	Mod	Fair	30	18			**51**
2128	N ROAD 1 WEST	W HEATHER LN	W KRISTIN ST	ARTERIAL	27	640	96	2,017	53	66	60	Mod	Fair	31	16			**52**
1891	N ROAD 1 WEST	W KRISTIN ST	W TALIA WAY	ARTERIAL	28	625	97	2,043	64	69	60	Mod	Good	19	17			**63**
1919	N ROAD 1 WEST	W TALIA WAY	W TALIA PL	ARTERIAL	27	920	138	2,899	51	69	60	Mod	Fair	31	18			**50**
1907	N ROAD 1 WEST	W TALIA PL	DS@425N W TALIA PL	ARTERIAL	27	425	64	1,339	59	70	60	Mod	Fair	17	24			**58**
1354	N ROAD 1 WEST	DS@425N W TALIA PL	W ROAD 4 NORTH	ARTERIAL	29	986	159	3,335	50	73	60	Mod	Fair	33	17			**49**
1766	N ROAD 1 WEST	W ROAD 4 NORTH	UNNAMED RD	ARTERIAL	24	1,778	237	4,978	28	76	60	Mod	Poor	57	15			**27**
1984	N ROAD 1 WEST	UNNAMED RD	UNNAMED RD	ARTERIAL	21	1,020	119	2,498	31	81	60	Mod	Poor	52	17			**30**
1576	N ROAD 1 WEST	UNNAMED RD	W ROAD 5 NORTH	ARTERIAL	21	2,827	330	6,925	31	66	60	Mod	Poor	56	13			**30**
1601	N RUTH RD	E JACKIE WAY	EOP	LOCAL	25	1,071	148	3,105	66	48	60	Mod	Good	28	6			**65**
1464	N SATURN DR	E CONSTELLATION DR	W POLARIS DR	LOCAL	26	275	40	834	62	69	60	Mod	Good	25	13			**61**
1653	N SHARON RD	E SUNSET DR	E JEAN RD	LOCAL	22	328	40	843	92	65	60	Mod	Excellent	7	1			**91**
2036	N SHARON RD	E JEAN RD	E MARGIE DR	LOCAL	22	648	79	1,662	98	81	60	Mod	Excellent	1	1			**97**
2278	N SHARON RD	E MARGIE DR	EOP	LOCAL	24	171	23	479	86	72	60	Mod	Excellent	12	2			**86**
1911	N SUSAN A WILLIAMS WAY	W MARKETPLACE DR	E BUSINESS PARK DR	LOCAL	28	391	61	1,278	49	54	60	Mod	Marginal	37	14			**48**
1658	N TERRA VERDE DR	E SOLAR VIEW DR	E CAPELLA DR	LOCAL	30	289	48	1,011	63	64	60	Mod	Good	25	12			**62**
1585	N TERRA VERDE DR	E CAPELLA DR	E GABLES WAY	LOCAL	28	303	47	991	62	64	60	Mod	Good	24	14			**62**
2141	N THUNDER LN	E RED CINDER RD	EOP	LOCAL	26	1,265	183	3,838	25	65	60	Mod	Poor	70	5			**24**
1618	N TUMBLEWEED DR	E ROAD 2 NORTH	E TUMBLEWEED DR	LOCAL	19	458	48	1,014	67	60	60	Mod	Good	25	8			**66**
2310	N VAL VISTA DR	W ROAD 3 NORTH	EOP	LOCAL	25	1,851	252	5,302	27	50	60	Mod	Poor	65	8			**26**
1843	N WILSON ST	E TAFT AVE	ALLERTON WAY	LOCAL	31	427	74	1,544	74	67	60	Mod	V Good	11	15			**74**
1491	N YAVAPAI ST	W ROAD 3 NORTH	W NAVAJO ST	LOCAL	20	2,602	289	6,072	8	50	60	Mod	V Poor	83	9			**8**
1675	N YAVAPAI ST	W NAVAJO ST	W PIMA ST	LOCAL	16	1,319	117	2,463	14	45	60	Mod	V Poor	78	8			**13**
2192	N YO HE WAH DR	W ROAD 4 1/2 NORTH	W ROAD 5 NORTH	LOCAL	21	2,748	321	6,733	12	49	60	Mod	V Poor	83	5			**11**
2518	Nelson Ln	Connor Ave	Henry Dr	LOCAL	25	1,800	250	5,250	96	81	60	Mod	Excellent	2	2	100	8/29/23	**99**
1764	NOVA LOOP	MERIDIAN PKWY	EOP	LOCAL	27	576	86	1,815	69	61	60	Mod	Good	19	12			**68**
1372	PULSAR LN	E SOLAR VIEW DR	E CAPELLA DR	LOCAL	29	288	46	974	69	72	60	Mod	Good	18	13			**69**
1286	PURPLE SAGE DR	N JAMES DR	N JAMES DR	LOCAL	22	897	110	2,301	71	53	30	Weak	V Good	25	4			**70**
2287	PURPLE SAGE DR	N JAMES DR	N KEN DR	LOCAL	18	863	86	1,812	76	61	30	Weak	V Good	22	2			**75**

City of Chino Valley, AZ

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2107	PURPLE SAGE DR	N KEN DR	N LAKE SHORE DR	LOCAL	20	667	74	1,557	75	51	60	Mod	V Good	17	8			**75**
1815	PURPLE SAGE DR	N LAKE SHORE DR	N LAKE SHORE DR	LOCAL	20	211	23	492	29	41	60	Mod	Poor	59	12			**28**
2501	REED RD	N REED RD	W ROAD 4 1/2 NORTH	ARTERIAL	26	2,693	389	8,168	10	71	60	Mod	V Poor	76	14			**10**
2500	REED RD	W ROAD 4 1/2 NORTH	N REED RD	ARTERIAL	26	2,687	388	8,152	4	73	60	Mod	V Poor	80	16			**4**
1851	RHONDA RD	N CACTUS WREN DR	N JUDY AVE	LOCAL	20	859	95	2,005	47	44	60	Mod	Marginal	47	6			**46**
2119	RHONDA RD	N JUDY AVE	N COTTONWOOD LN	LOCAL	19	477	50	1,058	53	45	60	Mod	Fair	42	5			**51**
1626	ROAD 1 EAST	S ROAD 1 EAST	E SHELBY CT	ARTERIAL	20	1,655	184	3,863	100	100	60	Mod	Excellent	0	0			**99**
1692	ROAD 1 EAST	S ROAD 1 EAST	E COULING RD	ARTERIAL	23	590	75	1,584	100	100	60	Mod	Excellent	0	0			**99**
2218	ROAD 1 EAST	S ROAD 1 EAST	E ROAD 1 SOUTH	ARTERIAL	29	635	102	2,149	100	100	60	Mod	Excellent	0	0			**99**
2122	ROAD 1 EAST	S ROAD 1 EAST	S ADAIR DR	ARTERIAL	19	353	37	783	100	100	60	Mod	Excellent	0	0			**99**
1902	ROAD 1 EAST	S ROAD 1 EAST	UNNAMED RD	ARTERIAL	21	528	62	1,294	100	100	60	Mod	Excellent	0	0			**99**
1389	ROAD 1 EAST	S ROAD 1 EAST	E ROAD 2 SOUTH	ARTERIAL	20	647	72	1,510	100	100	60	Mod	Excellent	0	0			**99**
1352	ROAD 1 EAST	S ROAD 1 EAST	E EL VALLE DR	ARTERIAL	22	521	64	1,337	100	100	60	Mod	Excellent	0	0			**99**
1351	ROAD 1 EAST	S ROAD 1 EAST	E HATCHER LN	ARTERIAL	21	480	56	1,176	100	100	60	Mod	Excellent	0	0			**99**
2182	ROAD 1 EAST	S ROAD 1 EAST	E LEAH MARIE LN	ARTERIAL	22	428	52	1,098	100	100	60	Mod	Excellent	0	0			**99**
2211	ROAD 1 EAST	S ROAD 1 EAST	UNNAMED RD	ARTERIAL	21	853	100	2,090	100	100	60	Mod	Excellent	0	0			**99**
1638	ROAD 1 NORTH	W ROAD 1 NORTH	W ROAD 1 NORTH	COLLECTOR	23	10	1	28	66	49	60	Mod	Good	28	6			**65**
2133	S ADAIR DR	E ROAD 2 SOUTH	S PATSY CT	LOCAL	21	590	69	1,445	50	71	30	Weak	Fair	49	1			**49**
1802	S ADAIR DR	S PATSY CT	S ROAD 1 EAST	LOCAL	23	1,016	130	2,726	45	69	60	Mod	Marginal	48	7			**43**
1294	S AUTUMN LN	E AUTUMN LN	E ROAD 3 SOUTH	LOCAL	22	1,098	134	2,819	50	54	60	Mod	Fair	44	6			**49**
1959	S BERNICE DR	E ROAD 1 SOUTH	TURNER LN	LOCAL	27	444	67	1,398	20	55	60	Mod	V Poor	69	11			**19**
1705	S BERNICE DR	TURNER LN	LINDA LN	LOCAL	29	259	42	875	10	58	60	Mod	V Poor	75	15			**10**
2294	S BERNICE DR	LINDA LN	LINDA LN	LOCAL	26	268	39	814	17	63	60	Mod	V Poor	72	11			**16**
2003	S CALICHE DR	EOP	W CENTER ST	LOCAL	19	1,193	126	2,644	48	44	30	Weak	Marginal	47	5			**47**
1625	S CHERRY CREEK LN	EOP	E CHERRY CREEK LN	LOCAL	28	693	109	2,297	5	49	60	Mod	V Poor	84	11			**5**
1425	S CHINO DR	EOP	W CENTER ST	LOCAL	24	1,285	171	3,598	79	77	30	Weak	V Good	21	0			**79**
1926	S CHUCK WAGON LN	W ROCKING HORSE LN	SURREY CIR	LOCAL	22	644	79	1,654	47	67	60	Mod	Marginal	37	16			**46**
2322	S CHUCK WAGON LN	SURREY CIR	W ROAD 2 SOUTH	LOCAL	24	728	97	2,039	42	65	60	Mod	Marginal	42	16			**41**
2209	S COTTONTAIL DR	EOP	W CENTER ST	LOCAL	21	1,217	142	2,982	34	66	30	Weak	Poor	62	4			**33**
1534	S EDEN DR	E ROAD 3 SOUTH	E HOPE LN	LOCAL	28	180	28	587	53	65	60	Mod	Fair	34	13			**52**
1333	S EDEN DR	E HOPE LN	E LORI LN	LOCAL	28	314	49	1,026	57	72	60	Mod	Fair	29	14			**56**
2404	S FIRESKY LN	W ROAD 2 S	W ROAD 1 SOUTH	LOCAL	21	2,678	312	6,560	19	63	60	Mod	V Poor	65	16			**18**
1627	S FIRESKY LN	W ROAD 1 SOUTH	W CENTER ST	LOCAL	24	2,682	358	7,509	76	83	30	Weak	V Good	23	1			**75**
1859	S GRANITE VISTA DR	EOP	W CENTER ST	LOCAL	21	901	105	2,207	59	53	60	Mod	Fair	34	7			**58**
1527	S HEIDI LN	EOP	W CENTER ST	LOCAL	21	1,742	203	4,267	40	62	60	Mod	Poor	52	8			**39**
2308	S JOHNSON LN	W ROAD 2 S	DS@994N W ROAD 2 S	LOCAL	16	994	88	1,856	54	58	30	Weak	Fair	42	4			**53**
2400	S JOHNSON LN	DS@994N W ROAD 2 S	W ROAD 1 SOUTH	LOCAL	17	1,684	159	3,340	62	54	30	Weak	Good	33	5			**61**
1795	S KAREN DR	E ROAD 1 SOUTH	E BEN RD	LOCAL	24	558	74	1,564	61	78	30	Weak	Good	37	2			**60**
1739	S KAREN DR	E BEN RD	E KAREN DR	LOCAL	22	477	58	1,224	70	72	30	Weak	Good	29	1			**69**
1563	S MAPLE LN	E OAK DR	E ASH DR	LOCAL	22	1,452	177	3,726	19	66	60	Mod	V Poor	69	12			**18**
2300	S MARICOPA ST	W ROAD 2 S	W ROAD 1 SOUTH	LOCAL	24	2,676	357	7,492	56	57	30	Weak	Fair	41	3			**55**
1755	S MELODY LN	W PLEASANT AVE	W MELODY LN	LOCAL	18	439	44	922	61	57	30	Weak	Good	38	1			**60**
1899	S PAPAGO DR	E HAVASU AVE	S PIUTE PL	LOCAL	21	958	112	2,346	35	48	60	Mod	Poor	54	11			**34**
1639	S PAPAGO DR	S PIUTE PL	E ROAD 3 SOUTH	LOCAL	19	302	32	669	34	35	60	Mod	Poor	50	16			**33**
2103	S PARK PL	EOP	E KAYE CT	LOCAL	43	162	39	816	70	59	60	Mod	Good	10	20			**69**
1241	S PARK PL	E KAYE CT	S PARKSIDE VILLAGE DR	LOCAL	23	309	39	829	74	57	60	Mod	V Good	12	14			**73**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

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2020	S PARKSIDE VILLAGE DR	S STATE ROUTE 89	S PARK PL	LOCAL	27	508	76	1,601	68	50	60	Mod	Good	14	18			**67**
1792	S PARKSIDE VILLAGE DR	S PARK PL	E HIGHLAND CT	LOCAL	34	231	44	916	76	56	60	Mod	V Good	6	18			**76**
2108	S PARKSIDE VILLAGE DR	E HIGHLAND CT	E PARK MEADOW DR	LOCAL	27	456	68	1,437	82	56	60	Mod	V Good	5	13			**81**
1492	S PARKSIDE VILLAGE DR	E PARK MEADOW DR	E CANTERBURY CT	LOCAL	28	312	48	1,018	66	53	60	Mod	Good	20	14			**65**
1918	S PARKSIDE VILLAGE DR	E CANTERBURY CT	E VILLAGE CT	LOCAL	27	158	24	499	62	64	60	Mod	Good	24	14			**61**
1995	S PARKSIDE VILLAGE DR	E VILLAGE CT	E PARKWAY CT	LOCAL	28	273	43	893	61	50	60	Mod	Good	27	12			**60**
1553	S PARKSIDE VILLAGE DR	E PARKWAY CT	E LAURA CT	LOCAL	27	309	46	972	76	56	60	Mod	V Good	13	11			**75**
1417	S PARKSIDE VILLAGE DR	E LAURA CT	E ROAD 2 SOUTH	LOCAL	28	291	45	952	82	48	60	Mod	V Good	7	11			**82**
1805	S PEAK VIEW DR	E LORI LN	E AUBREY LN	LOCAL	27	328	49	1,033	71	69	60	Mod	V Good	15	14			**70**
1936	S PEAK VIEW DR	E AUBREY LN	E PARK MEADOW DR	LOCAL	28	277	43	906	67	67	60	Mod	Good	15	18			**66**
1654	S PEAK VIEW DR	E PARK MEADOW DR	EOP	LOCAL	40	220	48	1,016	81	65	60	Mod	V Good	8	11			**80**
2092	S PIUTE PL	E HAVASU AVE	S PAPAGO DR	LOCAL	23	1,313	168	3,523	39	48	60	Mod	Poor	46	15			**38**
1877	S POSEY LN	E BERNICE DR	EOP	LOCAL	25	791	109	2,291	60	58	30	Weak	Good	36	4			**59**
1710	S QUAIN DR	E ROAD 2 SOUTH	EOP	LOCAL	19	1,079	114	2,392	60	59	30	Weak	Good	39	1			**59**
2508	S REED RD	OUTER LOOP RD	W MARSHAL WAY	ARTERIAL	41	1,765	402	8,444	31	79	60	Mod	Poor	56	13			**30**
2370	S REED RD	W ROAD 2 SOUTH	W WILLOW BREEZE RD	ARTERIAL	24	1,344	179	3,764	33	62	60	Mod	Poor	59	8			**32**
2346	S REED RD	W WILLOW BREEZE RD	DS@659N W WILLOW BREEZE RD	ARTERIAL	23	659	84	1,767	50	64	60	Mod	Fair	41	9			**49**
2318	S REED RD	DS@659N W WILLOW BREEZE RD	W ROAD 1 SOUTH	ARTERIAL	23	670	86	1,797	53	66	60	Mod	Fair	36	11			**52**
2334	S REED RD	W ROAD 1 SOUTH	W MEADOWLARK DR	ARTERIAL	22	1,336	163	3,428	59	66	60	Mod	Fair	31	10			**59**
2305	S REED RD	W MEADOWLARK DR	UNNAMED RD	ARTERIAL	25	446	62	1,300	55	71	60	Mod	Fair	35	10			**54**
2301	S REED RD	UNNAMED RD	W CENTER ST	ARTERIAL	24	896	119	2,508	64	66	60	Mod	Good	30	6			**63**
1416	S ROAD 1 EAST	E ROAD 4 SOUTH	E ROAD 3 SOUTH	ARTERIAL	28	2,633	410	8,601	64	82	30	Weak	Good	31	5			**63**
1751	S ROAD 1 EAST	E EASY ST	E CENTER ST	ARTERIAL	22	350	43	899	49	64	60	Mod	Marginal	39	12			**48**
2510	S ROAD 1 EAST	S STATE ROUTE 89	Kalinich Ln	ARTERIAL	24	1,385	185	3,877	81	60	60	Mod	V Good	17	3			**80**
2507	S ROAD 1 W	W MARSHAL WAY	W ROAD 2 SOUTH	ARTERIAL	37	5,338	1,097	23,041	19	77	60	Mod	V Poor	66	15			**18**
1640	S ROAD 1 WEST	W OUTER LOOP RD	DS@74N W OUTER LOOP RD	ARTERIAL	27	74	11	233	11	61	60	Mod	V Poor	74	15			**10**
1469	S ROAD 1 WEST	DS@74N W OUTER LOOP RD	DS@664N W OUTER LOOP RD	ARTERIAL	27	590	89	1,859	61	78	60	Mod	Good	33	6			**60**
1381	S ROAD 1 WEST	DS@664N W OUTER LOOP RD	DS@1012N W OUTER LOOP RD	ARTERIAL	23	348	44	934	41	76	60	Mod	Marginal	51	8			**41**
1577	S ROAD 1 WEST	DS@1012N W OUTER LOOP RD	DS@2651N W OUTER LOOP RD	ARTERIAL	20	1,638	182	3,823	37	68	60	Mod	Poor	55	8			**36**
2505	S ROAD 1 WEST	DS@2651N W OUTER LOOP RD	W ROAD 2 SOUTH	ARTERIAL	20	2,656	295	6,198	31	62	60	Mod	Poor	60	9			**30**
2356	S ROAD 1 WEST	W ROAD 2 SOUTH	UNNAMED RD	ARTERIAL	21	1,338	156	3,278	18	60	60	Mod	V Poor	70	12			**17**
1753	S ROAD 1 WEST	UNNAMED RD	UNNAMED RD	ARTERIAL	21	742	87	1,818	10	54	60	Mod	V Poor	78	12			**9**
1964	S ROAD 1 WEST	UNNAMED RD	DS@91N UNNAMED RD	ARTERIAL	23	91	12	245	24	78	60	Mod	V Poor	60	16			**23**
1499	S ROAD 1 WEST	DS@91N UNNAMED RD	W ROAD 1 SOUTH	ARTERIAL	20	479	53	1,118	21	64	60	Mod	V Poor	68	11			**20**
1457	S ROAD 1 WEST	W ROAD 1 SOUTH	W TRANQUIL WAY	ARTERIAL	22	264	32	677	13	60	60	Mod	V Poor	76	11			**12**
1579	S ROAD 1 WEST	W TRANQUIL WAY	W PLEASANT AVE	ARTERIAL	27	402	60	1,265	20	54	60	Mod	V Poor	73	7			**19**
1837	S ROAD 1 WEST	W PLEASANT AVE	UNNAMED RD	ARTERIAL	26	160	23	486	81	51	60	Mod	V Good	17	2			**81**
1997	S ROAD 1 WEST	UNNAMED RD	UNNAMED RD	ARTERIAL	25	217	30	634	84	62	60	Mod	V Good	11	5			**84**
2230	S ROAD 1 WEST	UNNAMED RD	W MELODY LN	ARTERIAL	27	59	9	185	62	48	30	Weak	Good	36	2			**61**
1961	S ROAD 1 WEST	W MELODY LN	W CENTER ST	ARTERIAL	25	1,547	215	4,512	75	51	30	Weak	V Good	23	2			**74**
1758	S SINGLETREE LN	DS@978N EOP	E ROAD 2 SOUTH	LOCAL	21	585	68	1,432	63	62	60	Mod	Good	32	5			**62**
1495	S STACEY DR	E ROAD 1 SOUTH	E BEN RD	LOCAL	21	558	65	1,366	74	71	30	Weak	V Good	23	3			**73**
1578	S STACEY DR	E BEN RD	E KAREN DR	LOCAL	22	480	59	1,232	57	75	30	Weak	Fair	42	1			**56**
1953	S SUPAI DR	HAVASU AVE	E HUECO WAY	LOCAL	23	726	93	1,949	42	53	60	Mod	Marginal	46	12			**41**
1265	S SUPAI DR	E HUECO WAY	E ROAD 3 SOUTH	LOCAL	20	445	49	1,039	34	65	60	Mod	Poor	51	15			**33**
1686	S SYCAMORE LN	E OAK DR	E CHERRY CREEK LN	LOCAL	23	1,021	130	2,739	7	58	60	Mod	V Poor	81	12			**6**

City of Chino Valley, AZ

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1951	S SYCAMORE LN	E CHERRY CREEK LN	E ASH DR	LOCAL	21	367	43	898	19	56	60	Mod	V Poor	73	8			**18**
2313	S SYCAMORE LN	E ASH DR	E ROAD 1 SOUTH	LOCAL	25	732	102	2,134	15	64	60	Mod	V Poor	77	8			**14**
2229	S TRANQUIL WAY	W ROAD 1 SOUTH	W TRANQUIL WAY	LOCAL	20	274	30	638	70	60	30	Weak	Good	27	3			**69**
1309	S WATSON DR	EOP	E COULING RD	LOCAL	20	460	51	1,073	68	62	30	Weak	Good	31	1			**67**
1738	S WILLOW LN	E ROAD 2 SOUTH	E OAK DR	LOCAL	25	322	45	939	12	48	60	Mod	V Poor	79	9			**11**
2337	S WILLOW LN	E OAK DR	E ASH DR	LOCAL	24	1,427	190	3,996	12	64	60	Mod	V Poor	78	10			**12**
11115	Salida Del Sol	EOP	Perkinsville Rd	LOCAL	24	1,981	264	5,547	100	100	60	Mod	Excellent	0	0			**99**
11116	Solara Way	EOP	Salida Del Sol	LOCAL	24	889	119	2,489	100	100	60	Mod	Excellent	0	0			**99**
2348	STAGECOACH TRL	N PORCUPINE PASS	N COTTONWOOD LN	LOCAL	19	394	42	873	80	43	60	Mod	V Good	14	6			**79**
2025	STELLAR DR	N NEWTON WAY	MERIDIAN PKWY	LOCAL	28	550	86	1,798	74	76	60	Mod	V Good	13	13			**74**
1974	SURREY CIR	S CHUCK WAGON LN	EOP	LOCAL	34	271	51	1,077	52	54	60	Mod	Fair	31	17			**51**
1836	TAYLOR AVE	N TAYLOR AVE	EOP	LOCAL	22	985	120	2,528	100	100	60	Mod	Excellent	0	0			**99**
1866	TERI LN	E ROAD 1 SOUTH	E TERI LN	LOCAL	17	124	12	245	38	66	60	Mod	Poor	49	13			**38**
1483	TERI LN	E ROAD 1 SOUTH	E TERI LN	LOCAL	23	110	14	295	14	32	60	Mod	V Poor	78	8			**14**
1000	UNNAMED RD 14	EOP	EOP	LOCAL	23	812	104	2,179	91	73	60	Mod	Excellent	5	4			**90**
2099	VOSS DR	W BUTTERFIELD RD	W PALOMINO RD	LOCAL	19	406	43	899	37	41	60	Mod	Poor	48	15			**36**
1925	VOSS DR	W PALOMINO RD	W ROAD 3 NORTH	LOCAL	23	481	61	1,291	16	52	60	Mod	V Poor	71	13			**15**
2123	W ARLENE ST	N ELDRED RD	EOP	LOCAL	23	617	79	1,655	56	63	60	Mod	Fair	29	15			**55**
1616	W BUMBLEBEE DR	REED RD	DS@1816E REED RD	LOCAL	21	1,816	212	4,449	67	77	30	Weak	Good	32	1			**66**
1368	W BUMBLEBEE DR	DS@1816E REED RD	N LAS BRISAS	LOCAL	23	246	31	659	69	65	30	Weak	Good	30	1			**68**
1812	W BUMBLEBEE DR	N LAS BRISAS	EOP	LOCAL	19	635	67	1,407	68	75	30	Weak	Good	30	2			**67**
1518	W BUTTERFIELD RD	VOSS DR	N ROAD 1 WEST	LOCAL	21	350	41	856	20	43	60	Mod	V Poor	69	11			**19**
1796	W BUTTERFIELD RD	N ROAD 1 WEST	N CHAPARRAL LN	LOCAL	20	1,386	154	3,234	36	57	60	Mod	Poor	49	15			**35**
2110	W BUTTERFIELD RD	N CHAPARRAL LN	N HORIZON WAY	LOCAL	20	1,325	147	3,091	34	62	60	Mod	Poor	49	17			**33**
2204	W BUTTERFIELD RD	N HORIZON WAY	UNNAMED RD	LOCAL	20	558	62	1,301	8	58	60	Mod	V Poor	79	13			**7**
1291	W BUTTERFIELD RD	UNNAMED RD	N STATE ROUTE 89	LOCAL	25	378	53	1,103	24	51	60	Mod	V Poor	63	13			**23**
1889	W CAPELLA CT	EOP	N TERRA VERDE DR	LOCAL	37	281	58	1,209	65	70	60	Mod	Good	20	15			**64**
2302	W CENTER ST	S REED RD	S FIRESKY LN	ARTERIAL	26	1,355	196	4,109	12	57	60	Mod	V Poor	75	13			**11**
2189	W CENTER ST	S FIRESKY LN	N SYCAMORE VISTA DR	ARTERIAL	38	1,363	288	6,043	13	55	60	Mod	V Poor	76	11			**12**
1540	W CENTER ST	N SYCAMORE VISTA DR	S GRANITE VISTA DR	ARTERIAL	23	314	40	842	79	52	30	Weak	V Good	17	4			**78**
1880	W CENTER ST	S GRANITE VISTA DR	S CALICHE DR	ARTERIAL	24	695	93	1,946	61	52	30	Weak	Good	36	3			**60**
1737	W CENTER ST	S CALICHE DR	S COTTONTAIL DR	ARTERIAL	22	780	95	2,003	78	55	30	Weak	V Good	20	2			**77**
1817	W CENTER ST	S COTTONTAIL DR	S CHINO DR	ARTERIAL	25	790	110	2,303	75	52	30	Weak	V Good	23	2			**74**
1300	W CENTER ST	S CHINO DR	S ROAD 1 WEST	ARTERIAL	22	101	12	260	77	50	30	Weak	V Good	20	3			**76**
2174	W CENTER ST	S ROAD 1 WEST	S HEIDI LN	ARTERIAL	24	1,370	183	3,835	68	54	30	Weak	Good	30	2			**67**
1234	W CENTER ST	S HEIDI LN	N GRANADA DR	ARTERIAL	21	291	34	714	70	58	30	Weak	Good	27	3			**69**
1514	W CENTER ST	N GRANADA DR	S STATE ROUTE 89	ARTERIAL	23	1,689	216	4,532	62	53	60	Mod	Good	32	6			**61**
1336	W COMMERCIAL WAY	EOP	N STATE ROUTE 89	LOCAL	32	784	141	2,958	20	58	60	Mod	V Poor	65	15			**20**
2273	W DAMION LOOP	W ROAD 2 SOUTH	E DAMION LOOP	LOCAL	26	1,397	202	4,238	66	72	30	Weak	Good	34	0			**65**
1645	W DUENO DR	N GRANADA DR	W ENCANTO DR	LOCAL	25	1,239	172	3,613	69	75	30	Weak	Good	31	0			**69**
1847	W ENCANTO DR	N GRANADA DR	W DUENO DR	LOCAL	24	680	91	1,904	78	76	30	Weak	V Good	22	0			**77**
1237	W GILSON ST	N COCHISE ST	W TIFFANY PL	LOCAL	16	795	71	1,485	19	51	60	Mod	V Poor	71	10			**18**
2079	W GILSON ST	W TIFFANY PL	N PINAL ST	LOCAL	23	18	2	49	9	54	60	Mod	V Poor	79	12			**8**
1516	W GILSON ST	N PINAL ST	EOP	LOCAL	16	921	82	1,720	7	54	60	Mod	V Poor	85	8			**7**
2326	W GRASSHOPPER LN	N REED RD	N FIRESKY LN	LOCAL	19	1,356	143	3,005	45	55	60	Mod	Marginal	50	5			**44**
1575	W GRASSHOPPER LN	N FIRESKY LN	N GOLD RUSH WAY	LOCAL	19	683	72	1,514	38	58	60	Mod	Poor	49	13			**37**



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1475	W GRASSHOPPER LN	N GOLD RUSH WAY	N SYCAMORE VISTA DR	LOCAL	14	691	54	1,128	29	40	60	Mod	Poor	56	15			**28**
1921	W HEATHER LN	N HARRISON DR	N ROAD 1 WEST	LOCAL	23	1,052	134	2,822	70	74	60	Mod	Good	23	7			**69**
1798	W HEATHER LN	N ROAD 1 WEST	W KRISTIN ST	LOCAL	23	2,333	298	6,260	30	77	60	Mod	Poor	55	15			**29**
2054	W INDUSTRIAL DR	EOP	N STATE ROUTE 89	LOCAL	24	1,411	188	3,951	39	50	60	Mod	Poor	46	15			**39**
1756	W KAY ST	N ELDRED RD	EOP	LOCAL	22	642	79	1,649	62	62	60	Mod	Good	24	14			**61**
1525	W KOBOL WAY	N LAUREN LN	N HOMESTEAD MESA DR	LOCAL	23	639	82	1,715	81	66	60	Mod	V Good	7	12			**80**
1376	W KRISTIN ST	N HARRISON DR	N ROAD 1 WEST	LOCAL	23	1,053	135	2,826	66	74	60	Mod	Good	26	8			**65**
1485	W KRISTIN ST	N ROAD 1 WEST	W HEATHER LN	LOCAL	24	1,789	239	5,010	35	75	60	Mod	Poor	46	19			**33**
1407	W KRISTIN ST	W HEATHER LN	EOP	LOCAL	29	474	77	1,611	31	69	60	Mod	Poor	56	13			**30**
1529	W LIANA DR	E BERNICE DR	N LIANA DR	LOCAL	22	1,404	172	3,603	31	57	60	Mod	Poor	60	9			**30**
1623	W MARKETPLACE DR	N SUSAN A WILLIAMS WAY	N STATE ROUTE 89	LOCAL	30	618	103	2,164	55	62	60	Mod	Fair	28	17			**54**
1609	W MELODY LN	S MELODY LN	S ROAD 1 WEST	LOCAL	21	1,083	126	2,653	64	64	30	Weak	Good	34	2			**63**
2232	W NAVAJO ST	N MARICOPA ST	N YAVAPAI ST	LOCAL	18	629	63	1,321	15	50	60	Mod	V Poor	77	8			**14**
2009	W NAVAJO ST	N YAVAPAI ST	N YAVAPAI ST	LOCAL	19	105	11	234	15	38	60	Mod	V Poor	77	8			**14**
1892	W NAVAJO ST	N YAVAPAI ST	N MOHAVE ST	LOCAL	17	530	50	1,052	20	45	60	Mod	V Poor	69	11			**20**
1537	W NAVAJO ST	N MOHAVE ST	N COCHISE ST	LOCAL	16	629	56	1,173	18	43	60	Mod	V Poor	73	9			**17**
1893	W OUTER LOOP RD	S ROAD 1 WEST	DS@2895E S ROAD 1 WEST	ARTERIAL	24	2,895	386	8,105	5	84	60	Mod	V Poor	87	8			**4**
1182	W OUTER LOOP RD	DS@2895E S ROAD 1 WEST	S STATE ROUTE 89	ARTERIAL	28	566	88	1,847	67	71	60	Mod	Good	19	14			**66**
1379	W OUTER LOOP RD	W OUTER LOOP RD	S STATE ROUTE 89	ARTERIAL	19	584	62	1,295	75	64	60	Mod	V Good	13	12			**75**
1447	W PALOMINO RD	N ROAD 1 WEST	N CHAPARRAL LN	LOCAL	20	1,391	155	3,246	24	65	60	Mod	V Poor	68	8			**23**
1331	W PALOMINO RD	N CHAPARRAL LN	N HORIZON WAY	LOCAL	21	1,317	154	3,226	15	59	60	Mod	V Poor	75	10			**15**
2154	W PALOMINO RD	N HORIZON WAY	N STATE ROUTE 89	LOCAL	19	957	101	2,122	8	52	60	Mod	V Poor	80	12			**7**
1395	W PERKINSVILLE RD	N ROAD 1 WEST	N CANTFIELD AVE	ARTERIAL	21	340	40	834	27	54	60	Mod	Poor	63	10			**26**
1928	W PERKINSVILLE RD	N CANTFIELD AVE	N TAYLOR AVE	ARTERIAL	21	527	61	1,291	54	67	60	Mod	Fair	35	11			**52**
1337	W PERKINSVILLE RD	N TAYLOR AVE	N CAMPBELL AVE	ARTERIAL	23	490	63	1,315	40	70	60	Mod	Marginal	50	10			**39**
2199	W PERKINSVILLE RD	N CAMPBELL AVE	N ANTELOPE DR	ARTERIAL	21	492	57	1,206	23	56	60	Mod	V Poor	66	11			**22**
1335	W PERKINSVILLE RD	N ANTELOPE DR	N ANGUS PL	ARTERIAL	19	485	51	1,076	19	59	60	Mod	V Poor	68	13			**18**
2060	W PERKINSVILLE RD	N ANGUS PL	N STATE ROUTE 89	ARTERIAL	25	1,293	180	3,770	40	61	60	Mod	Marginal	49	11			**39**
1824	W PIMA ST	N MARICOPA ST	N YAVAPAI ST	LOCAL	19	682	72	1,511	25	51	60	Mod	Poor	68	7			**25**
1735	W PLEASANT AVE	S MELODY LN	S ROAD 1 WEST	LOCAL	20	1,106	123	2,580	64	63	30	Weak	Good	35	1			**63**
2164	W POCO LN	EOP	N ROAD 1 WEST	LOCAL	18	1,555	156	3,266	62	60	30	Weak	Good	34	4			**61**
1808	W POLARIS DR	N NEWTON WAY	N SATURN DR	LOCAL	26	419	61	1,272	65	73	60	Mod	Good	21	14			**64**
2327	W ROAD 1 NORTH	N REED RD	N FIRESKY LN	COLLECTOR	23	1,362	174	3,656	65	76	30	Weak	Good	32	3			**65**
1967	W ROAD 1 NORTH	N FIRESKY LN	N GOLD RUSH WAY	COLLECTOR	22	682	83	1,751	60	59	60	Mod	Fair	35	5			**59**
1222	W ROAD 1 NORTH	N GOLD RUSH WAY	N SYCAMORE VISTA DR	COLLECTOR	21	664	77	1,627	56	60	60	Mod	Fair	39	5			**55**
1685	W ROAD 1 NORTH	N SYCAMORE VISTA DR	N LAUREN LN	COLLECTOR	21	376	44	921	11	58	60	Mod	V Poor	81	8			**10**
1267	W ROAD 1 NORTH	N LAUREN LN	N HOMESTEAD MESA DR	COLLECTOR	20	664	74	1,549	3	57	60	Mod	V Poor	90	7			**3**
1591	W ROAD 1 NORTH	N HOMESTEAD MESA DR	ROAD 1 NORTH	COLLECTOR	22	325	40	833	9	53	60	Mod	V Poor	83	8			**9**
1301	W ROAD 1 NORTH	ROAD 1 NORTH	UNNAMED RD	COLLECTOR	22	678	83	1,741	48	71	60	Mod	Marginal	43	9			**47**
1641	W ROAD 1 NORTH	UNNAMED RD	N ROAD 1 WEST	COLLECTOR	23	671	86	1,800	44	75	60	Mod	Marginal	49	7			**43**
2118	W ROAD 1 NORTH	N ROAD 1 WEST	DS@852E N ROAD 1 WEST	COLLECTOR	21	852	99	2,087	21	53	60	Mod	V Poor	68	11			**20**
1916	W ROAD 1 NORTH	DS@852E N ROAD 1 WEST	UNNAMED RD	COLLECTOR	19	226	24	501	18	75	60	Mod	V Poor	72	10			**17**
2027	W ROAD 1 NORTH	UNNAMED RD	UNNAMED RD	COLLECTOR	19	255	27	566	18	71	60	Mod	V Poor	68	14			**17**
1315	W ROAD 1 NORTH	UNNAMED RD	N GROVE LN	COLLECTOR	17	325	31	645	38	61	60	Mod	Poor	49	13			**37**
1414	W ROAD 1 NORTH	N GROVE LN	N STATE ROUTE 89	COLLECTOR	21	1,737	203	4,256	25	58	60	Mod	Poor	64	11			**24**
2364	W ROAD 1 SOUTH	S REED RD	S FIRESKY LN	COLLECTOR	21	1,347	157	3,300	50	53	30	Weak	Marginal	45	5			**49**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
1860	W ROAD 1 SOUTH	S FIRESKY LN	S MARICOPA ST	COLLECTOR	37	687	141	2,965	21	48	60	Mod	V Poor	70	9			**20**
2355	W ROAD 1 SOUTH	S MARICOPA ST	S JOHNSON LN	COLLECTOR	30	686	114	2,400	27	46	60	Mod	Poor	61	12			**26**
2170	W ROAD 1 SOUTH	S JOHNSON LN	S TRANQUIL WAY	COLLECTOR	18	2,200	220	4,620	34	52	60	Mod	Poor	53	13			**33**
1740	W ROAD 1 SOUTH	S TRANQUIL WAY	S ROAD 1 WEST	COLLECTOR	21	483	56	1,184	46	57	60	Mod	Marginal	44	10			**45**
1982	W ROAD 1 SOUTH	S ROAD 1 WEST	S SERENITY CT	COLLECTOR	19	515	54	1,142	38	57	60	Mod	Poor	48	14			**37**
1779	W ROAD 1 SOUTH	S SERENITY CT	UNNAMED RD	COLLECTOR	18	172	17	362	35	61	60	Mod	Poor	48	17			**34**
1862	W ROAD 1 SOUTH	UNNAMED RD	S STATE ROUTE 89	COLLECTOR	19	2,676	282	5,932	33	56	60	Mod	Poor	55	12			**32**
2357	W ROAD 2 NORTH	N REED RD	N FIRESKY LN	ARTERIAL	24	1,376	183	3,852	41	68	60	Mod	Marginal	52	7			**40**
1532	W ROAD 2 NORTH	N FIRESKY LN	N SYCAMORE VISTA DR	ARTERIAL	22	1,328	162	3,408	48	65	60	Mod	Marginal	45	7			**47**
1702	W ROAD 2 NORTH	N SYCAMORE VISTA DR	N ROAD 1 WEST	ARTERIAL	34	2,738	517	10,862	45	62	60	Mod	Marginal	50	5			**44**
2143	W ROAD 2 NORTH	N ROAD 1 WEST	UNNAMED RD	ARTERIAL	23	980	125	2,629	13	58	60	Mod	V Poor	75	12			**13**
1894	W ROAD 2 NORTH	UNNAMED RD	UNNAMED RD	ARTERIAL	23	566	72	1,519	11	59	60	Mod	V Poor	72	17			**10**
1233	W ROAD 2 NORTH	UNNAMED RD	UNNAMED RD	ARTERIAL	29	148	24	499	20	55	60	Mod	V Poor	70	10			**19**
1374	W ROAD 2 NORTH	UNNAMED RD	DS@306E UNNAMED RD	ARTERIAL	25	306	42	891	16	65	60	Mod	V Poor	75	9			**15**
1615	W ROAD 2 NORTH	DS@306E UNNAMED RD	N STATE ROUTE 89	ARTERIAL	49	1,450	395	8,289	14	48	60	Mod	V Poor	71	15			**13**
2371	W ROAD 2 SOUTH	S REED RD	DS@81E S REED RD	ARTERIAL	27	81	12	254	55	32	60	Mod	Fair	31	14			**54**
2506	W ROAD 2 SOUTH	DS@81E S REED RD	S ROAD 1 WEST	ARTERIAL	22	5,303	648	13,610	74	76	60	Mod	V Good	19	7			**74**
2365	W ROAD 2 SOUTH	S ROAD 1 WEST	S CHUCK WAGON LN	ARTERIAL	21	558	65	1,367	18	58	60	Mod	V Poor	71	11			**17**
2320	W ROAD 2 SOUTH	S CHUCK WAGON LN	UNNAMED RD	ARTERIAL	21	235	27	576	24	53	60	Mod	V Poor	64	12			**23**
1969	W ROAD 2 SOUTH	UNNAMED RD	DS@97E UNNAMED RD	ARTERIAL	21	97	11	237	21	50	60	Mod	V Poor	63	16			**20**
1419	W ROAD 2 SOUTH	DS@97E UNNAMED RD	W DAMION LOOP	ARTERIAL	20	1,668	185	3,891	16	57	60	Mod	V Poor	72	12			**15**
1541	W ROAD 2 SOUTH	W DAMION LOOP	E DAMION LOOP	ARTERIAL	25	372	52	1,084	16	52	60	Mod	V Poor	72	12			**15**
2214	W ROAD 2 SOUTH	E DAMION LOOP	S STATE ROUTE 89	ARTERIAL	20	508	56	1,186	14	53	60	Mod	V Poor	71	15			**13**
2343	W ROAD 3 NORTH	N REED RD	N ELDRED RD	ARTERIAL	32	978	174	3,651	6	65	60	Mod	V Poor	82	12			**6**
1302	W ROAD 3 NORTH	N ELDRED RD	N MARICOPA ST	ARTERIAL	28	891	139	2,911	4	62	60	Mod	V Poor	83	13			**4**
1706	W ROAD 3 NORTH	N MARICOPA ST	N YAVAPAI ST	ARTERIAL	26	647	93	1,962	8	61	60	Mod	V Poor	81	11			**8**
2215	W ROAD 3 NORTH	N YAVAPAI ST	N MOHAVE ST	ARTERIAL	26	633	91	1,920	1	66	60	Mod	V Poor	89	10			**1**
1861	W ROAD 3 NORTH	N MOHAVE ST	N COCHISE ST	ARTERIAL	27	628	94	1,978	9	66	60	Mod	V Poor	77	14			**8**
2012	W ROAD 3 NORTH	N COCHISE ST	N PINAL ST	ARTERIAL	29	617	99	2,088	17	66	60	Mod	V Poor	70	13			**16**
1430	W ROAD 3 NORTH	N PINAL ST	UNNAMED RD	ARTERIAL	28	355	55	1,158	18	69	60	Mod	V Poor	67	15			**17**
1646	W ROAD 3 NORTH	UNNAMED RD	VOSS DR	ARTERIAL	31	319	55	1,152	21	54	60	Mod	V Poor	63	16			**20**
1548	W ROAD 3 NORTH	VOSS DR	DS@311E VOSS DR	ARTERIAL	25	311	43	907	7	58	60	Mod	V Poor	79	14			**6**
1515	W ROAD 3 NORTH	DS@311E VOSS DR	N ROAD 1 WEST	ARTERIAL	23	46	6	125	14	75	60	Mod	V Poor	75	11			**13**
2382	W ROAD 3 NORTH	N ROAD 1 WEST	N VAL VISTA DR	ARTERIAL	27	2,155	323	6,788	14	59	60	Mod	V Poor	73	13			**13**
1728	W ROAD 3 NORTH	N VAL VISTA DR	UNNAMED RD	ARTERIAL	29	862	139	2,916	23	63	60	Mod	V Poor	62	15			**23**
2061	W ROAD 3 NORTH	UNNAMED RD	N STATE ROUTE 89	ARTERIAL	35	664	129	2,709	22	55	60	Mod	V Poor	63	15			**21**
2185	W ROAD 4 1/2 NORTH	REED RD	N YO HE WAH DR	COLLECTOR	24	858	114	2,402	72	87	30	Weak	V Good	25	3			**71**
1513	W ROAD 4 1/2 NORTH	N YO HE WAH DR	N PAWNEE TRL	COLLECTOR	22	529	65	1,357	89	82	60	Mod	Excellent	11	1			**88**
2207	W ROAD 4 1/2 NORTH	N PAWNEE TRL	N LUCAS LN	COLLECTOR	23	666	85	1,787	97	89	60	Mod	Excellent	1	2			**96**
1933	W ROAD 4 1/2 NORTH	N LUCAS LN	N KIMBERLY LN	COLLECTOR	20	440	49	1,027	94	88	60	Mod	Excellent	5	1			**93**
2246	W ROAD 4 1/2 NORTH	N KIMBERLY LN	UNNAMED RD	COLLECTOR	19	2,946	311	6,529	85	91	60	Mod	V Good	15	1			**84**
2225	W ROAD 4 NORTH	N REED RD	DS@108E N REED RD	ARTERIAL	23	108	14	291	73	71	30	Weak	V Good	25	2			**72**
2001	W ROAD 4 NORTH	DS@108E N REED RD	N ELDRED RD	ARTERIAL	25	900	125	2,625	74	84	30	Weak	V Good	22	4			**73**
2024	W ROAD 4 NORTH	N ELDRED RD	DS@757E N ELDRED RD	ARTERIAL	24	757	101	2,118	65	80	60	Mod	Good	30	5			**64**
1487	W ROAD 4 NORTH	DS@757E N ELDRED RD	N MARICOPA ST	ARTERIAL	26	264	38	801	75	79	60	Mod	V Good	18	7			**74**
2304	W ROAD 4 NORTH	N MARICOPA ST	N HARRISON DR	ARTERIAL	24	2,441	325	6,834	36	57	60	Mod	Poor	53	11			**34**

City of Chino Valley, AZ

Street Inventory and Condition Summary - Sorted by Street Name

GISID	On Street	From Street	To Street	FunCL	Pavement Width (ft)	Pavement Length (ft)	Add Area (yd2)	Pavement Area (yd2)	Condition Summary: Surface Distress Index (SDI)	Roughness Index (RI)	Structural Index (SI)	Strength Rating	Condition Rating	Load Assoc Distress Deducts (LADD)	Non-Load Distress Deducts (NLAD)	PCI Override (OPCI)	OPCI Date	Current Segment PCI (CPCI)
2306	W ROAD 4 NORTH	N HARRISON DR	N ROAD 1 WEST	ARTERIAL	24	1,009	135	2,825	26	53	60	Mod	Poor	60	14			**25**
1397	W ROAD 4 NORTH	N ROAD 1 WEST	N HERMAN DR	ARTERIAL	28	887	138	2,896	29	59	60	Mod	Poor	58	13			**28**
1946	W ROAD 4 NORTH	N HERMAN DR	UNNAMED RD	ARTERIAL	21	429	50	1,051	33	57	60	Mod	Poor	54	13			**31**
1526	W ROAD 4 NORTH	UNNAMED RD	DS@501E UNNAMED RD	ARTERIAL	23	501	64	1,344	29	63	60	Mod	Poor	60	11			**28**
1761	W ROAD 4 NORTH	DS@501E UNNAMED RD	N BACON LN	ARTERIAL	21	808	94	1,979	34	66	60	Mod	Poor	48	18			**33**
1490	W ROAD 4 NORTH	N BACON LN	DS@42E N BACON LN	ARTERIAL	23	42	5	113	28	51	60	Mod	Poor	56	16			**27**
1611	W ROAD 4 NORTH	DS@42E N BACON LN	N STATE ROUTE 89	ARTERIAL	22	1,271	155	3,263	37	63	60	Mod	Poor	51	12			**36**
2312	W ROAD 5 NORTH	N REED RD	N YO HE WAH DR	ARTERIAL	21	783	91	1,918	13	72	60	Mod	V Poor	70	17			**12**
1480	W ROAD 5 NORTH	N YO HE WAH DR	DS@1247E N YO HE WAH DR	ARTERIAL	21	1,247	146	3,056	7	72	60	Mod	V Poor	79	14			**6**
2147	W ROAD 5 NORTH	DS@1247E N YO HE WAH DR	N ROAD 1 WEST	ARTERIAL	23	3,358	429	9,010	6	73	60	Mod	V Poor	79	15			**6**
1716	W ROAD 5 NORTH	N ROAD 1 WEST	N CLOVER LN	ARTERIAL	24	1,322	176	3,701	6	76	60	Mod	V Poor	78	16			**6**
2144	W ROAD 5 NORTH	N CLOVER LN	UNNAMED RD	ARTERIAL	23	2,342	299	6,284	11	89	60	Mod	V Poor	74	15			**10**
2244	W ROAD 5 NORTH	UNNAMED RD	N STATE ROUTE 89	ARTERIAL	26	900	130	2,729	10	59	60	Mod	V Poor	74	16			**9**
1339	W ROCKING HORSE LN	S ROAD 1 W	S CHUCK WAGON LN	LOCAL	23	1,077	138	2,889	29	64	60	Mod	Poor	57	14			**27**
1409	W RUSTY SPUR CIR	EOP	S CHUCK WAGON LN	LOCAL	29	390	64	1,340	41	68	60	Mod	Marginal	45	14			**40**
1383	W SHIRLEY ST	N ELDRED RD	EOP	LOCAL	23	600	77	1,611	59	67	60	Mod	Fair	23	18			**58**
1322	W TALIA PL	EOP	N HARRISON DR	LOCAL	23	527	67	1,413	82	70	60	Mod	V Good	11	7	100	8/29/23	**99**
1642	W TALIA PL	N HARRISON DR	N ALEC PL	LOCAL	24	625	83	1,749	80	75	60	Mod	V Good	7	13			**79**
1629	W TALIA PL	N ALEC PL	N ROAD 1 WEST	LOCAL	23	478	61	1,283	62	75	60	Mod	Good	24	14			**61**
1367	W TALIA PL	N ROAD 1 WEST	W TALIA WAY	LOCAL	24	1,187	158	3,323	58	74	60	Mod	Fair	25	17			**56**
1562	W TALIA WAY	N HARRISON DR	N ROAD 1 WEST	LOCAL	23	1,052	134	2,822	73	78	60	Mod	V Good	18	9			**73**
1605	W TALIA WAY	N ROAD 1 WEST	W TALIA PL	LOCAL	23	1,365	174	3,663	59	79	60	Mod	Fair	25	16			**58**
2005	W TELEPHONE RD	EOP	N STATE ROUTE 89	LOCAL	21	1,888	220	4,626	51	58	30	Weak	Fair	46	3			**50**
1270	W TIFFANY PL	W GILSON ST	N ROAD 1 WEST	LOCAL	23	1,123	143	3,012	56	67	60	Mod	Fair	32	12			**55**
2303	W TIFFANY PL	N ROAD 1 WEST	W TIFFANY WAY	LOCAL	23	1,952	249	5,238	67	71	60	Mod	Good	19	14			**66**
1832	W TIFFANY WAY	N ROAD 1 WEST	W TIFFANY PL	LOCAL	24	1,965	262	5,502	42	73	60	Mod	Marginal	45	13			**41**
1455	W TRANQUIL WAY	S TRANQUIL WAY	S ROAD 1 WEST	LOCAL	19	449	47	996	39	55	60	Mod	Poor	56	5			**38**
1589	W WESTWOOD AVE	EOP	UNNAMED RD	LOCAL	22	263	32	674	68	63	60	Mod	Good	26	6			**67**
2220	W WESTWOOD AVE	UNNAMED RD	N STATE ROUTE 89	LOCAL	22	520	64	1,335	43	53	60	Mod	Marginal	51	6			**42**
1691	W WILL DR	E WILL DR	E WILL DR	LOCAL	18	171	17	359	40	60	60	Mod	Poor	55	5			**39**
2116	W WILL DR	E WILL DR	EOP	LOCAL	27	777	116	2,446	40	59	60	Mod	Poor	55	5			**39**
1903	YORKSHIRE AVE	E SUSSEXX WAY	GRAFTON CT	LOCAL	28	1,617	251	5,281	67	58	60	Mod	Good	24	9			**66**
1569	YORKSHIRE AVE	GRAFTON CT	GRAFTON CT	LOCAL	28	409	64	1,335	80	61	60	Mod	V Good	11	9			**79**
1602	YORKSHIRE AVE	GRAFTON CT	E SUSSEXX WAY	LOCAL	28	633	98	2,068	72	51	60	Mod	V Good	21	7			**71**
2193	YORKSHIRE AVE	E SUSSEXX WAY	E ROAD 1 NORTH	LOCAL	29	194	31	655	59	56	60	Mod	Fair	29	12			**58**
1263	YORKSHIRE AVE	E ROAD 1 NORTH	E BAINBRIDGE LN	LOCAL	28	495	77	1,616	73	58	60	Mod	V Good	14	13			**72**

Appendix B

Rehabilitation Plan

GISID	On Street	From Street	To Street	Current Segment PCI (CPCI)	Year of First Rehab	Rehab Activity	Avg Unit Rate ($/yd2)	Whole Project Cost ($)	5 Year Post Rehab PCI
2026	E BOTTLEBRUSH DR	N LAKE SHORE DR	N LAKE SHORE DR	26	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	21,945	89
2078	E BRENTWOOD WAY	EOP	E ARDEN CT	71	1	Chip Seal	4.20	3,608	91
2179	N CACTUS WREN DR	E ROAD 1 NORTH	E BARBARA AVE	30	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	9,471	89
1519	N DEL RIO RD	E FLINT WAY	E PERKINSVILLE RD	30	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	20,493	89
1886	KALINICH AVE	S STATE ROUTE 89	DS@126E S STATE ROUTE 89	63	1	Edge Mill + Thin Overlay (1.5 - 2.0)	25.25	7,045	86
1898	N LAKE SHORE DR	PURPLE SAGE DR	E BOTTLEBRUSH DR	39	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	15,312	89
2376	N LAKE SHORE DR	E BOTTLEBRUSH DR	E ROAD 2 NORTH	34	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	24,057	89
1893	W OUTER LOOP RD	S ROAD 1 WEST	DS@2895E S ROAD 1 WEST	4	1	Rubberized Chip Seal + Overlay	34.00	275,570	87
1182	W OUTER LOOP RD	DS@2895E S ROAD 1 WEST	S STATE ROUTE 89	66	1	Rubberized Chip Seal + Overlay	34.00	106,828	87
1379	W OUTER LOOP RD	W OUTER LOOP RD	S STATE ROUTE 89	75	1	Rubberized Chip Seal + Overlay	34.00	106,828	87
1815	PURPLE SAGE DR	N LAKE SHORE DR	N LAKE SHORE DR	28	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.00	16,236	89
1782	N ROAD 1 WEST	S ROAD 1 WEST	W REYES RD	27	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	36.50	239,952	87
1948	N ROAD 1 WEST	W REYES RD	UNNAMED RD	31	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	36.50	239,952	87
1361	N ROAD 1 WEST	UNNAMED RD	W ROAD 1 NORTH	25	1	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	36.50	239,952	87
2324	N REED RD	W ROAD 1 NORTH	W ROAD 2 NORTH	19	1	ACP Full Depth Reconstruction	106.00	757,370	89
1551	N GOLDEN DR	E MEADOW LN	E FLINT WAY	44	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	32.24	18,796	90
2022	N HAZEL DR	E ROAD 1 SOUTH	EOP	54	2	FWM + Thick Overlay (> 2.0 - 3.0)	29.64	52,907	90
2508	S REED RD	OUTER LOOP RD	W MARSHAL WAY	30	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.96	320,534	89
1305	E ROAD 1 SOUTH	E LINDA LN	TERI LN	37	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	35.88	115,677	90
1852	E ROAD 1 SOUTH	TERI LN	TERI LN	31	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	35.88	115,677	90
2077	E ROAD 1 SOUTH	TERI LN	N HAZEL DR	15	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	35.88	115,677	90
1604	E ROAD 1 SOUTH	N HAZEL DR	E LIANA DR	37	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	35.88	115,677	90
1640	S ROAD 1 WEST	W OUTER LOOP RD	DS@74N W OUTER LOOP RD	10	2	ACP Full Depth Reconstruction	121.68	28,351	91
1766	N ROAD 1 WEST	W ROAD 4 NORTH	UNNAMED RD	27	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.96	546,662	89
1984	N ROAD 1 WEST	UNNAMED RD	UNNAMED RD	30	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.96	546,662	89
1576	N ROAD 1 WEST	UNNAMED RD	W ROAD 5 NORTH	30	2	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.96	546,662	89
2399	N REED RD	W ROAD 2 NORTH	W CANTA LIBRE RD	10	2	ACP Full Depth Reconstruction	106.00	415,096	91
2039	N COTTONWOOD LN	N MYLO DR	DS@764W N MYLO DR	88	3	Routine Maintenance	0.00	0	83
2224	N COTTONWOOD LN	DS@764W N MYLO DR	E RUSTLER ROUTE	91	3	Routine Maintenance	0.00	0	83
1742	N COTTONWOOD LN	E RUSTLER ROUTE	E LITTLE DOGGIE DRAW	86	3	Routine Maintenance	0.00	0	83
2217	N COTTONWOOD LN	E LITTLE DOGGIE DRAW	STAGECOACH TRL	92	3	Routine Maintenance	0.00	0	83
1343	N COTTONWOOD LN	STAGECOACH TRL	E ROAD 2 NORTH	86	3	Routine Maintenance	0.00	0	83
1943	N JAMES DR	PURPLE SAGE DR	N BOTTLEBRUSH DR	53	3	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.53	56,732	92
1809	N JAMES DR	N BOTTLEBRUSH DR	E ROAD 2 NORTH	43	3	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	33.53	56,732	91
1914	N NEWTON WAY	EOP	STELLAR DR	65	3	Edge Mill + Thin Overlay (1.5 - 2.0)	27.31	12,426	89
1636	N REED RD	W ROAD 4 NORTH	REED RD	68	3	Edge Mill + Thin Overlay (1.5 - 2.0) + Strctrl Ptch	30.55	2,383	88
1837	S ROAD 1 WEST	W PLEASANT AVE	UNNAMED RD	81	3	Chip Seal	4.76	27,683	94

GISID	On Street	From Street	To Street	Current Segment PCI (CPCI)	Year of First Rehab	Rehab Activity	Avg Unit Rate ($/yd2)	Whole Project Cost ($)	5 Year Post Rehab PCI
1997	S ROAD 1 WEST	UNNAMED RD	UNNAMED RD	84	3	Chip Seal	4.76	27,683	94
2230	S ROAD 1 WEST	UNNAMED RD	W MELODY LN	61	3	Chip Seal	4.76	27,683	93
1961	S ROAD 1 WEST	W MELODY LN	W CENTER ST	74	3	Chip Seal	4.76	27,683	93
2348	STAGECOACH TRL	N PORCUPINE PASS	N COTTONWOOD LN	79	3	Chip Seal	4.54	3,966	95
2368	N REED RD	W CANTA LIBRE RD	W ROAD 3 NORTH	4	3	ACP Full Depth Reconstruction	106.00	1,396,338	94
1565	N ANGUS PL	EOP	W PERKINSVILLE RD	71	4	Edge Mill + Thin Overlay (1.5 - 2.0)	28.40	83,220	90
2019	N ANTELOPE DR	EOP	W PERKINSVILLE RD	87	4	Slurry Seal / Chip Seal	4.72	13,285	84
1681	E CENTER ST	S STATE ROUTE 89	UNNAMED RD	37	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	235,301	93
2184	E CENTER ST	UNNAMED RD	DS@307E UNNAMED RD	42	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	235,301	93
1581	E CENTER ST	DS@307E UNNAMED RD	S ROAD 1 EAST	40	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	235,301	93
1485	W KRISTIN ST	N ROAD 1 WEST	W HEATHER LN	33	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.12	245,775	94
1407	W KRISTIN ST	W HEATHER LN	EOP	30	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	37.12	245,775	94
1395	W PERKINSVILLE RD	N ROAD 1 WEST	N CANTFIELD AVE	26	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
1928	W PERKINSVILLE RD	N CANTFIELD AVE	N TAYLOR AVE	52	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
1337	W PERKINSVILLE RD	N TAYLOR AVE	N CAMPBELL AVE	39	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
2199	W PERKINSVILLE RD	N CAMPBELL AVE	N ANTELOPE DR	22	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
1335	W PERKINSVILLE RD	N ANTELOPE DR	N ANGUS PL	18	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
2060	W PERKINSVILLE RD	N ANGUS PL	N STATE ROUTE 89	39	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	389,718	93
2238	N RAILROAD AVE	E CENTER ST	N LAZY LOOP DR	80	4	Chip Seal	4.72	3,883	97
1469	S ROAD 1 WEST	DS@74N W OUTER LOOP RD	DS@664N W OUTER LOOP RD	60	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	526,112	93
1381	S ROAD 1 WEST	DS@664N W OUTER LOOP RD	DS@1012N W OUTER LOOP RD	41	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	526,112	93
1577	S ROAD 1 WEST	DS@1012N W OUTER LOOP RD	DS@2651N W OUTER LOOP RD	36	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	526,112	93
2505	S ROAD 1 WEST	DS@2651N W OUTER LOOP RD	W ROAD 2 SOUTH	30	4	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	41.06	526,112	93
2206	E BAINBRIDGE LN	E ROAD 1 NORTH	YORKSHIRE AVE	74	5	Chip Seal	4.91	13,836	100
1768	E BAINBRIDGE LN	YORKSHIRE AVE	EOP	80	5	Chip Seal	4.91	13,836	100
1622	N BRIGHT STAR BLVD	E ROAD 2 NORTH	EOP	53	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	36.27	59,838	96
1674	N CACTUS WREN DR	E DONNA RD	E ROAD 1 NORTH	12	5	ACP Full Depth Reconstruction	129.85	36,359	100
1568	E DONNA RD	N CACTUS WREN DR	N JUDY AVE	36	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	103,887	96
1679	E HAVASU AVE	HAVASU AVE	S PIUTE PL	43	5	ACP Full Depth Reconstruction	129.85	467,865	100
1596	E HAVASU AVE	S PIUTE PL	S PAPAGO DR	21	5	ACP Full Depth Reconstruction	129.85	467,865	100
1676	E HAVASU AVE	S PAPAGO DR	S WIPALA WIKI WAY	44	5	ACP Full Depth Reconstruction	129.85	467,865	100
2051	HAVASU AVE	S STATE ROUTE 89	E PICACHO BLVD	13	5	ACP Full Depth Reconstruction	129.85	467,865	100
1709	HAVASU AVE	E PICACHO BLVD	S SUPAI DR	21	5	ACP Full Depth Reconstruction	129.85	467,865	100
2075	E HUECO WAY	EOP	S SUPAI DR	35	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	28,954	96
1273	E JEAN RD	N SHARON RD	N RAILROAD AVE	94	5	Routine Maintenance	0.00	0	87
1752	E PICACHO BLVD	HAVASU AVE	DS@1086E HAVASU AVE	36	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	78,292	96
2092	S PIUTE PL	E HAVASU AVE	S PAPAGO DR	38	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	136,007	96

GISID	On Street	From Street	To Street	Current Segment PCI (CPCI)	Year of First Rehab	Rehab Activity	Avg Unit Rate ($/yd2)	Whole Project Cost ($)	5 Year Post Rehab PCI
1920	N RAILROAD AVE	E JEAN RD	E MARGIE DR	87	5	Slurry Seal / Chip Seal	4.91	3,980	85
2370	S REED RD	W ROAD 2 SOUTH	W WILLOW BREEZE RD	32	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	42.70	312,905	96
2346	S REED RD	W WILLOW BREEZE RD	DS@659N W WILLOW BREEZE RD	49	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	42.70	312,905	96
2318	S REED RD	DS@659N W WILLOW BREEZE RD	W ROAD 1 SOUTH	52	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	42.70	312,905	96
1947	E ROAD 2 NORTH	N MILES DR	N SHOSHONE DR	51	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.78	122,507	96
1358	E ROAD 2 NORTH	N SHOSHONE DR	N MYLO DR	38	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.78	122,507	96
1772	E ROAD 2 NORTH	N MYLO DR	DELAWARE DR	78	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.78	122,507	96
1988	E ROAD 2 NORTH	DELAWARE DR	DS@196E DELAWARE DR	58	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.77	122,507	96
2052	E ROAD 2 NORTH	DS@196E DELAWARE DR	N BRIGHT STAR BLVD	52	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.78	122,507	96
2251	E ROAD 2 NORTH	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	42	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.77	122,507	96
1992	E ROAD 2 NORTH	N BRIGHT STAR BLVD	N BRIGHT STAR BLVD	45	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	39.77	122,507	96
1653	N SHARON RD	E SUNSET DR	E JEAN RD	91	5	Routine Maintenance	0.00	0	86
2036	N SHARON RD	E JEAN RD	E MARGIE DR	97	5	Routine Maintenance	0.00	0	86
2278	N SHARON RD	E MARGIE DR	EOP	86	5	Routine Maintenance	0.00	0	86
1953	S SUPAI DR	HAVASU AVE	E HUECO WAY	41	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	115,353	96
1265	S SUPAI DR	E HUECO WAY	E ROAD 3 SOUTH	33	5	FWM + Thick Overlay (> 2.0 - 3.0) + Strctrl Ptch	38.61	115,353	96
2510	S ROAD 1 EAST	S STATE ROUTE 89	Kalinich Ln	80	5	Chip Seal	5.15	19,956	100
2133	S ADAIR DR	E ROAD 2 SOUTH	S PATSY CT	49	6+			0	35
1802	S ADAIR DR	S PATSY CT	S ROAD 1 EAST	43	6+			0	31
1874	ALANNA CT	EOP	EMILY DR	79	6+			0	72
2149	N ALEC PL	W TALIA PL	EOP	75	6+			0	66
2247	ALLERTON WAY	E ESSEX WAY	E BRENTWOOD WAY	50	6+			0	38
1713	ALLERTON WAY	E BRENTWOOD WAY	E ROAD 1 NORTH	67	6+			0	56
2372	ALLERTON WAY	E ROAD 1 NORTH	E STRATFORD PL	71	6+			0	61

Appendix C

Full-Size Maps

Functional Class

Looking to the Future

Mingus Springs Charter School

Yavapai College Agribusiness Science Tech Center

Susan A Williams Equestrain Facility

Old Home Manor

Head Start Chino Valley

Heritage Middle School

Del Rio Elementary

Chino Valley Post Office

Chino Valley

Chino Valley High School

Center Street Park

Chino Valley Fire District Station #2

Del Rio

Table Mountain

Granite Creek

Little Chino Valley

N

0 0.25 0.5 1 Miles

Functional Class

- LOCAL
- COLLECTOR
- ARTERIAL

TOWN OF CHINO VALLEY, ARIZONA

Looking to the Future

Current PCI

Mingus Springs Charter School

Head Start of Chino Valley

Heritage Middle School

Del Rio Elementary

Chino Valley Post Office

Chino Valley

Chino Valley High School

Center Street Park

Chino Valley Fire District Station #2

Yavapai College Agribusiness Science Tech Center

Susan A Willams Equestrain Facility

Old Home Manor

Del Rio

Table Mountain

Granite Creek

Verde River

Big Chino Wash

Little Chino Valley

N

0 0.25 0.5 1 Miles

Current PCI

- Very Poor (1 - 25)
- Poor (26 - 40)
- Marginal (41 - 50)
- Fair (51 - 60)
- Good (61 - 70)
- Very Good (71 - 85)
- Excellent (86 - 100)

TOWN OF CHINO VALLEY, ARIZONA

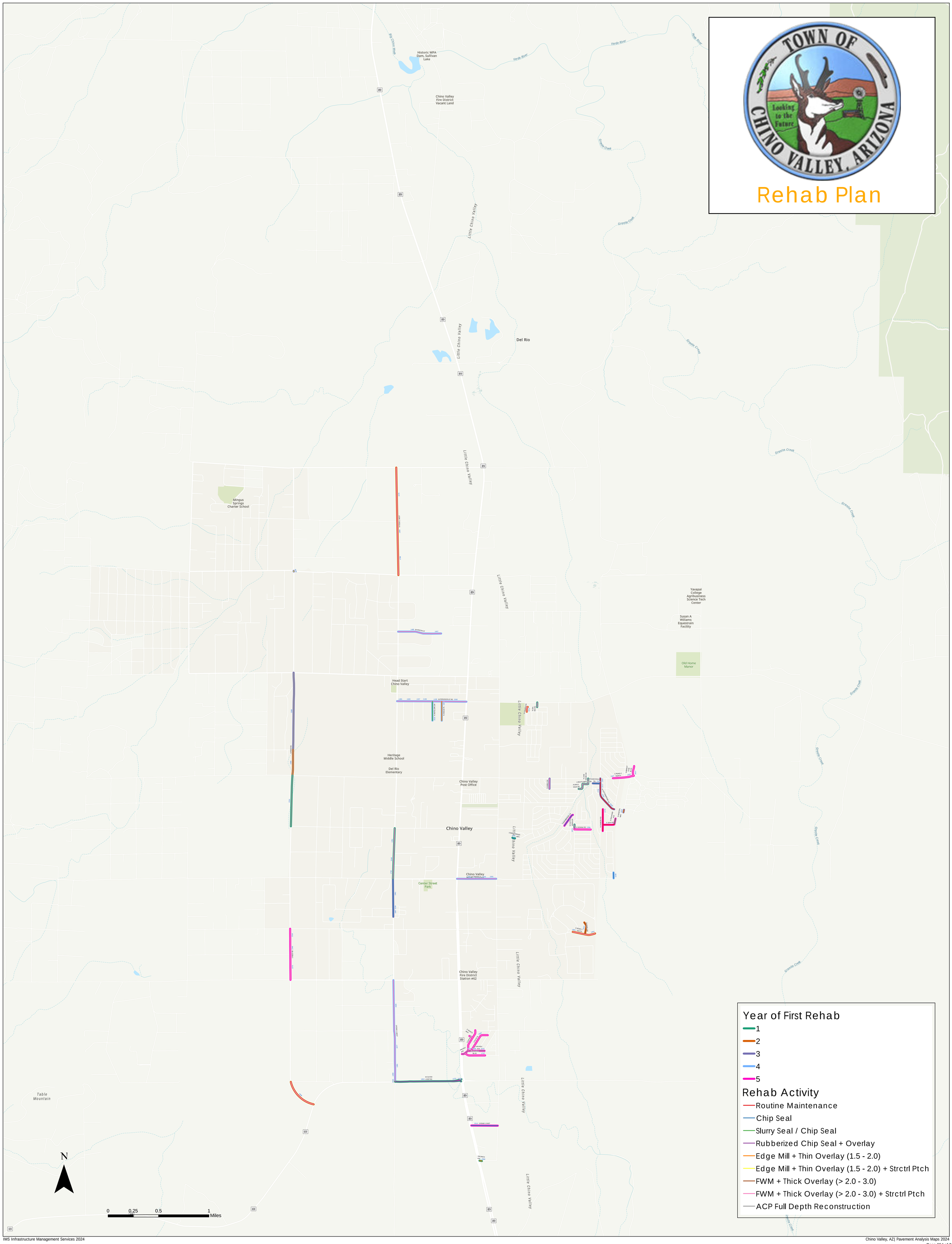
Looking to the Future

Assembled Projects

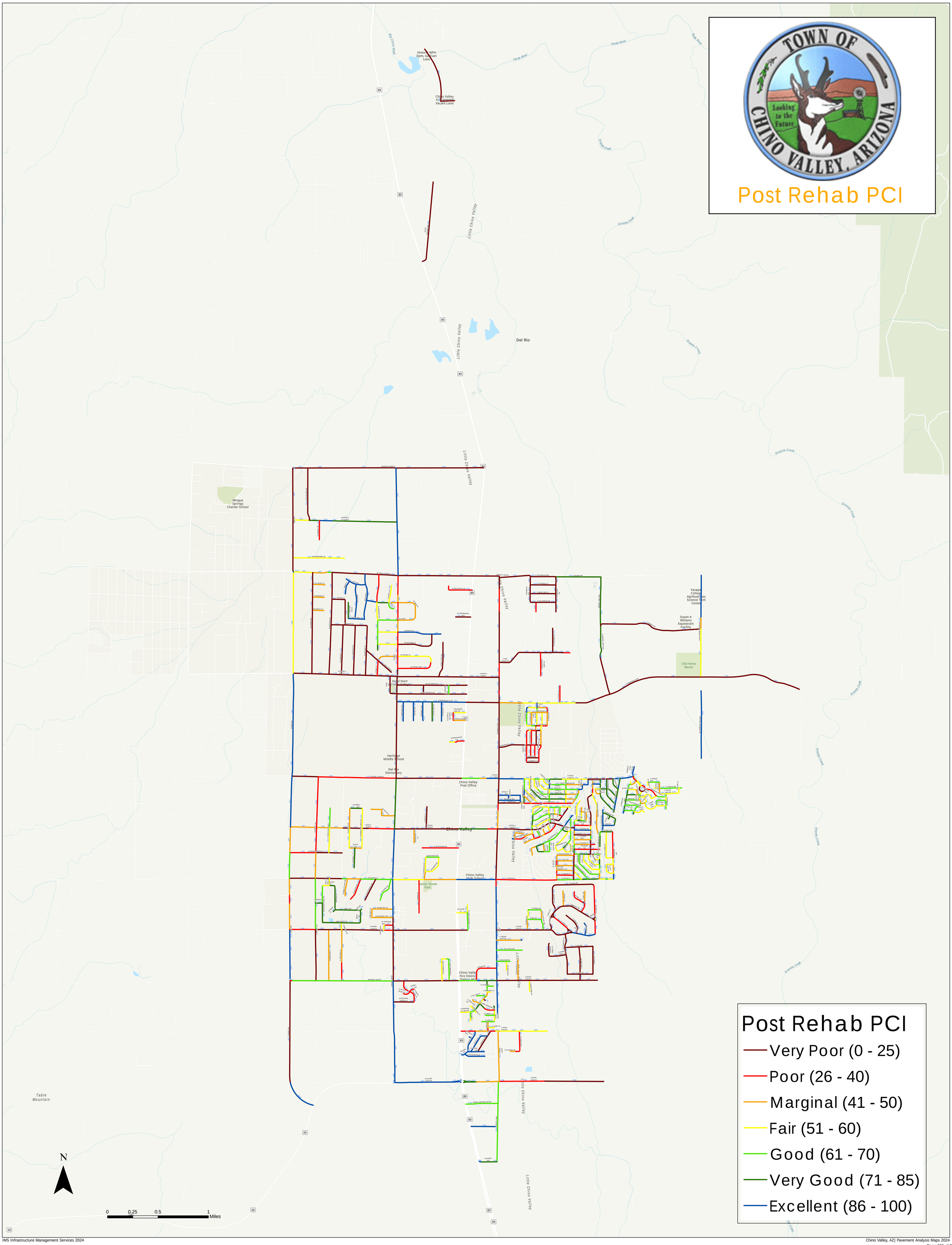
TOWN OF CHINO VALLEY, ARIZONA

Looking to the Future

Rehab Plan



Post Rehab PCI



TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5e
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Consideration and possible action to approve Work Authorization No. 1 to the On-Call Professional Services Agreement with Lyon Engineering & Surveying, Inc., for professional engineering services related to the Old Home Manor Off-Highway Vehicle (OHV) Staging Area Project, in an amount not to exceed $219,890.

SUMMARY:
The Town of Chino Valley is advancing the development of a proposed OHV Staging Area at Old Home Manor. The approximately five-acre project area is envisioned as a dedicated recreational staging facility that will ultimately include vehicle and trailer parking, an ADA-accessible restroom, picnic ramadas, informational signage, and other supporting improvements for residents and visitors accessing the area's OHV recreational opportunities.

The Town was awarded $220,000 through the Arizona State Parks and Trails Off-Highway Vehicle Grant Program to complete the planning, engineering, survey, and environmental work necessary to advance the project toward construction readiness. This initial phase is intended to establish the technical foundation for the future development of the staging area and position the Town to pursue additional grant funding for construction.

Lyon Engineering, an engineering firm currently under an on-call professional services agreement with the Town, was asked to develop a scope of work and cost proposal based upon the anticipated improvements and project requirements. Lyon Engineering has proposed completing the professional services outlined in the scope of work for an amount not to exceed $219,890. The services outlined in the proposed scope of work align with the needs of the project, available funding, and the Town's objective of developing a construction-ready project.

The proposed scope of work will establish existing site conditions, address applicable survey and environmental requirements, design the proposed site and infrastructure improvements, and prepare the engineering documents necessary to support future construction.

PREVIOUS ACTION:
Council approved the Grant Agreement between the Town of Chino Valley and Arizona State Parks on January 27, 2026, in the amount of $220,000 for the design and survey work for an OHV Staging Area located at Old Home Manor.

STAFF RECOMMENDATION:

Approve Work Authorization No. 1 to the On-Call Professional Services Agreement with Lyon Engineering & Surveying, Inc., for professional engineering services related to the Old Home Manor Off-Highway Vehicle (OHV) Staging Area Project, in an amount not to exceed $219,890.

FISCAL IMPACT?

Available budget: Misc. Capital Grants	$750,000.00
Less this approval item: Work Authorization No. 1 with Lyon Engineering & Surveying, Inc.	-219,890.00
Remaining budget: Misc. Capital Grants	$530,110.00

ATTACHMENTS:

1.	AGR - Work Authorization 1 to On-Call PSA with Lyon - OHV Staging Area
2.	Attachment 1 - OHV Parking Lot Proposal - Revised

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND LYON ENGINEERING & SURVEYING

WORK AUTHORIZATION NO. 1

Off-Highway Vehicle Staging Area at Old Home Manor

THIS WORK AUTHORIZATION NO. 1 (this "Work Authorization") between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Lyon Engineering & Surveying, Inc., an Arizona corporation (the "Consultant"), is entered into as of August 25, 2026. The Town and the Consultant are the only parties to this Work Authorization; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into an on-call professional services agreement dated April 28, 2026, for the Consultant to provide on-call professional engineering services pursuant to individual written work authorizations (the "Agreement").

B. The Parties wish to enter into this Work Authorization to authorize the Consultant to provide the work set forth in Section 2 below.

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 Parties hereby agree as follows:

1. Subject to the Agreement. This Work Authorization is subject to the terms and conditions of the Agreement, which are incorporated herein by reference. All capitalized terms not otherwise defined in this Work Authorization have the same meanings as set forth in the Agreement.

2. Scope of Work. The Consultant shall provide professional engineering services for the Town's project, the off-highway vehicle staging area at Old Home Manor, as described in the Consultant's proposal, which is attached hereto as Attachment 1 and incorporated herein by reference. Upon acceptance by the Town, this Work Authorization will become part of the Agreement and be attached thereto as part of Exhibit D.

3. Schedule of Completion. The Consultant shall commence the work required under this Work Authorization within 10 days of executing this Work Authorization and shall complete it no later than December 31, 2028.

4. Fee Breakdown. The total cost to complete the work required under this Work Authorization shall not exceed $219,890.

5. Conflict of Interest. The Town may cancel this Work Authorization pursuant to Ariz. Rev. Stat. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the Parties have executed this Work Authorization as of the date and year first set forth above.

"**Town**"	"**Consultant**"
Town of Chino Valley, an Arizona municipal corporation	Lyon Engineering & Surveying, Inc., an Arizona corporation
_____ Tom Armstrong, Mayor	_____ Signature
ATTEST:	_____ Name
_____ Erin N. Deskins, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

ATTACHMENT 1
TO
WORK AUTHORIZATION NO. 1
TO THE
ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY AND LYON ENGINEERING & SURVEYING

[Consultant's Proposal for the Town of Chino Valley OHV Staging Area at Old Home Manor]

See following pages.

August 5, 2026

Town of Chino Valley
Attn: Terri Denemy
Town Manager
Town of Chino Valley
202 N State Route 89
Chino Valley, AZ 86323

Email: tdenemy@chinoaz.net

Subject: Town of Chino Valley OHV Staging Area at Old Home Manor

Lyon Engineering & Surveying Inc. (LE) is pleased to submit this scope of services to the Town of Chino Valley (Client) for professional engineering services for the above-referenced project.

The project consists of developing construction plans and special provisions for a new five-acre parking lot and public restroom on Parcel 306-01-019F. The parking lot will be designed as an off-highway vehicle staging and parking area to accommodate trucks with trailers and larger recreational vehicles. The scope of services includes a biological survey; civil engineering, including grading, drainage, and utility plans; architectural design; geotechnical services; environmental services; surveying; and archaeological services.

The work generally includes a boundary and topographic survey of the property; engineering design of the parking lot, restroom facility, and septic system; preparation of supporting design reports; and preparation of plan and profile sheets, cross-sections, and standard details for the improvements. A water main extension will be required to serve the new public restroom. The nearest potable water line is located at an existing well near the northeast corner of Old Home Manor and Rodeo Drive, requiring an extension of approximately 5,400 linear feet. LE will also prepare a construction cost estimate and special provisions for use in publicly bidding the work.

LE proposes the following scope of services:

Tasks Series 1000: Project Management:

LE will oversee the Project, maintain the project schedule, and coordinate with all subcontractors and the Town throughout the design and approval process. The Engineer will monitor the project budget, schedule, and quality-control activities to ensure that deadlines are met, the project remains within budget, and the Town receives a Project that meets its expectations and requirements. The Engineer will coordinate with the project team to monitor and address schedule and budget matters, issues of concern, and quality assurance/quality control (QA/QC).

Subtask 1220 Design Review Meetings

The Engineer will conduct design review meetings to address Town comments following the 30%, 60%, 90%, and 100% design submittals. Each meeting will occur after the Town has reviewed the applicable submittal and will focus on ensuring that the Engineer fully understands the Town's comments and intent. The meetings are anticipated to occur over a four-month period, with a maximum of four meetings.

Subtask 1230 Subconsultant Coordination & Meetings

The Engineer will attend meetings and coordinate with subconsultants at the 30%, 60%, and 90% design levels. The Engineer will manage the firms providing services for the completion of this Project, including reviewing and monitoring their progress, preparing subconsultant agreements, verifying partial payment requests, and processing payments. The Engineer will also ensure the timely completion of subconsultant work and submittals in accordance with project milestones and will be responsible for QA/QC of all subconsultant deliverables.

Subtask 1240 Coordination with Utility Companies

The Engineer will meet and coordinate with utility companies to identify utilities that may be affected by the Project. Meetings will be held in the office or field, as necessary. Coordination efforts may include telephone calls, emails, and written correspondence. Once utilities within the project vicinity have been identified, the Engineer will submit plans to the utility companies for review at the 30%, 60%, and 90% design stages. Comment-resolution meetings will be held at the 30% and 90% design levels with the Engineer, utility companies, and Town staff. After comments have been addressed, the Engineer will request and obtain utility-clearance letters from CenturyLink, Sparklight, UniSource, and APS and provide them to the Town before the 100% design stage.

Task Series 3000 OHV Staging Area

Task 3100 Preliminary Design

Subtask 3110 Field Data Import & Analysis

The Engineer will import and analyze field data obtained from the survey of the property, utility alignment, utilities, and drainage structures. The Engineer will evaluate these features in relation to the proposed Project and any proposed underground utility infrastructure, as applicable.

Subtask 3120 Base CAD File Production

This task will include development of the base CAD file for use in preparing the 30% conceptual plan and the 60%, 90%, and final design documents.

Subtask 3130 30% Conceptual Plan Development

The Engineer will submit to the Town a 30% Conceptual Plan that includes the following items:

1. Existing conditions including:
    a) Right-of-way and easements including parcel and owner information
    b) Topography

c) Adjacent property lines
d) Project limits
e) All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits

2. Proposed improvements including:
    a) Two-dimensional parking lot layout and dimensions superimposed on aerial background
    b) Proposed water main alignment
    c) Preliminary Water Analysis

➢ **Deliverables:**
- Single-page, map-style plot of the 30% Conceptual Plan for tabletop review with Town staff

Subtask 3140 60% Preliminary Design

The Engineer will submit to the Town a 60% Preliminary Design plan set and an Engineer's Estimate of Probable Construction Cost that include the following items:

a) Existing conditions including:
    1. Project limits and easements including parcel and owner information
    2. Topography
    3. Benchmarks
    4. Adjacent property lines
    5. Overall project limits
    6. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
    7. Aerial imagery shown in the background of the plan view on the 60% preliminary design sheets only
b) Proposed preliminary improvements including:
    1. Preliminary grading and drainage design superimposed on aerial background with slope cuts/fills
    2. Specific cross sections of key features
    3. Drainage improvements with detention
    4. Water Main Improvements
    5. Preliminary Water Analysis
    6. Concept Building Plans
c) Engineer's Estimate of Probable Construction Cost
d) Delineate drainage basins and prepare hydrologic flow calculations

- **Deliverables:**
  - Digital PDF submittal of the 60% Design Plan Set at 20 scale
  - Engineer's Estimate of Probable Construction Cost at the 60% design stage

Subtask 3210 & 3220 90% & 100% Design Plans

The Engineer will submit to the Town a design plan set at 20 scale for the 90% and 100% design stages, including the following items:

1. Existing conditions including
   a) Right-of-way and easements with book and page numbers
   b) Topography supplemented with field-survey data
   c) Benchmarks
   d) Adjacent property lines and parcel owner information
   e) Project limits
   f) All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   g) Pothole locations shown in plan and profile, together with a table of elevations to the tops of utilities
2. Proposed improvements including:
   a) Two-dimensional water-main corridor superimposed on an aerial background with proposed cut and fill slopes
   b) Existing water, sewer, storm drain and dry utility conflicts and relocations
   c) Proposed grading and drainage improvements
   d) Septic design
   e) Restroom building plans
   f) Horizontal and vertical control with proposed project benchmark locations and Town benchmark data
   g) Detail sheets
   h) Construction notes
   i) List of Standard Details
   j) Signage & Striping Plans and Details
   k) Storm Water Pollution Prevention Plan (SWPPP)
   l) Drainage Report
   m) Water Analysis Report

Subtask 3250 & 3260 90% & 100% Engineer's Cost Estimates

The Engineer will provide an Engineer's Estimate of Probable Construction Cost at the 90% and 100% design stages in bid-tabulation format.

Subtask 3270 Bid-Ready P.S. & E. (Sealed and Signed Documents)

The Engineer will provide to the Town a Final Design Submittal encompassing the following items:

1. Improvement plans (DWG and PDF)

2. Final Drainage Report
3. Final Water Analysis Report
4. Utility clearance letters
5. Special Provisions
6. Total estimated quantities and Engineer's Estimate of Probable Construction Cost
7. Approved permits if applicable
8. 100% comment-resolution form

Subtask 3280 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Water Approval to Construct (ATC).
2) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Septic Approval.
3) Town of Chino Valley – Obtain a building permit for the restroom facility and septic system.

Task Series 4000 Post Design Engineering Services

The objective of post-design engineering services is to help ensure that construction of the Project is performed in accordance with the intent of the design and the requirements of regulatory agencies, while minimizing disruption to ongoing operations, stakeholders, and roadway users.

Post-design services under this contract will be limited to the following:

- Pre-Bid Meeting
- Bid Addenda Assistance

As the Owner, the Town will serve as the central point of contact for bidding contractors and the Engineer. Instructions to contractors will be issued by the Town in accordance with the request for bids.

Task 4100 Bid Phase Services

The Engineer will provide services to assist the Town during the bidding phase.

Subtask 4110 Pre-Bid Meeting

The Engineer will attend the pre-bid meeting and answer questions as requested by Town staff. Other Project Team members will attend as deemed necessary. The Engineer will provide the Town with exhibits and talking points, as needed, for the pre-bid meeting.

Subtask 4120 Bid Addenda Assistance

The Engineer will assist the Town Project Manager in responding to contractor questions during the bidding phase and will provide information, as needed, for inclusion in bid addenda issued by the Town.

Special Services

Task Series 5000 Special Services

Task 5100 Land Surveying

Subtask 5110 Survey Control Network and Project Benchmarks

The Surveyor will establish a precise project survey-control network and set project benchmarks. The network may also be used during construction by the Contractor's surveyor for project layout.

Benchmarks will be placed to establish a control network with spacing not exceeding 1,000 feet, in accordance with Town standards. Once installed, the Surveyor will record the benchmark locations, and the Engineer will update the Horizontal and Vertical Control Sheet in the 90% design plans to show their locations.

A total of five (5) benchmarks will be established for the project. Benchmarks will consist of pink survey caps labeled "CONTROL POINT" set on rebar.

Subtask 5120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies.

Subtask 5130 Existing Right-of-Way and Property Boundary Survey

The Surveyor will review existing right-of-way documents, property deeds, plats, and Records of Survey provided by the Town for the vicinity of the Project corridor. Using these documents, the Surveyor will calculate record positions for property-corner evidence, including right-of-way monuments, caps, rebar, nails, and similar markers. The Surveyor will conduct a field survey to locate as much of this evidence as practicable. Based on the field survey, the Surveyor will provide a CAD file to the Engineer for incorporation into the base CAD file. The CAD file may also serve as the basis for future easement legal descriptions.

Subtask 5140 Field Topography Survey

The Surveyor will conduct a field topographic survey of the Project and utility corridor along the existing roadways. The Surveyor will use the Town datum and project survey-control network and will produce coordinates based on the Town coordinate system.

Task 6000 Subconsultants

Subtask 6100 Biological Survey

The Engineer will retain Biozone Inc. to conduct a state native-plant survey within the Parcel and an archaeological evaluation of the site.

See Appendix A for a copy of the proposal for this work.

Subtask 6200 Geotechnical Soils Exploration

The Engineer will retain Engineering & Testing Consultants (ETC) to perform four exploratory soil borings across the improvement site to characterize general subsurface soil conditions and obtain soil samples. ETC will prepare an engineering report documenting the exploration and laboratory-testing results and providing recommendations for site grading and earthwork, pavement structural sections using reclaimed asphalt pavement and asphalt concrete (RAP and AC), and foundation support and slabs-on-grade for the restroom facility.

See Appendix A for a copy of the proposal for this work.

Subtask 6300 Septic System Design

The Engineer will retain Prescott Environmental to provide professional onsite wastewater-system design services for the proposed public restroom facility serving the Old Home Manor Off-Highway Vehicle (OHV) Staging Area.

See Appendix A for a copy of the proposal for this work.

Subtask 6400 Public Restroom Design

The Engineer will retain Michael Taylor Architects to design and obtain permits for a new public restroom building. The building will be designed and permitted in accordance with Town requirements. The architectural design contract will include the required mechanical, structural, and electrical subconsultants.

See Appendix A for a copy of the proposal for this work.

The following services are not included in this agreement. Should any of these items become necessary, they may be provided under a separate authorization:

1. Blue stake or potholing
2. Landscape design
3. Record of survey
4. Revegetation analysis, design, or recommendation
5. Structural design
6. Hazardous wastes
7. Building-review and filing fees
8. Building-permit fees

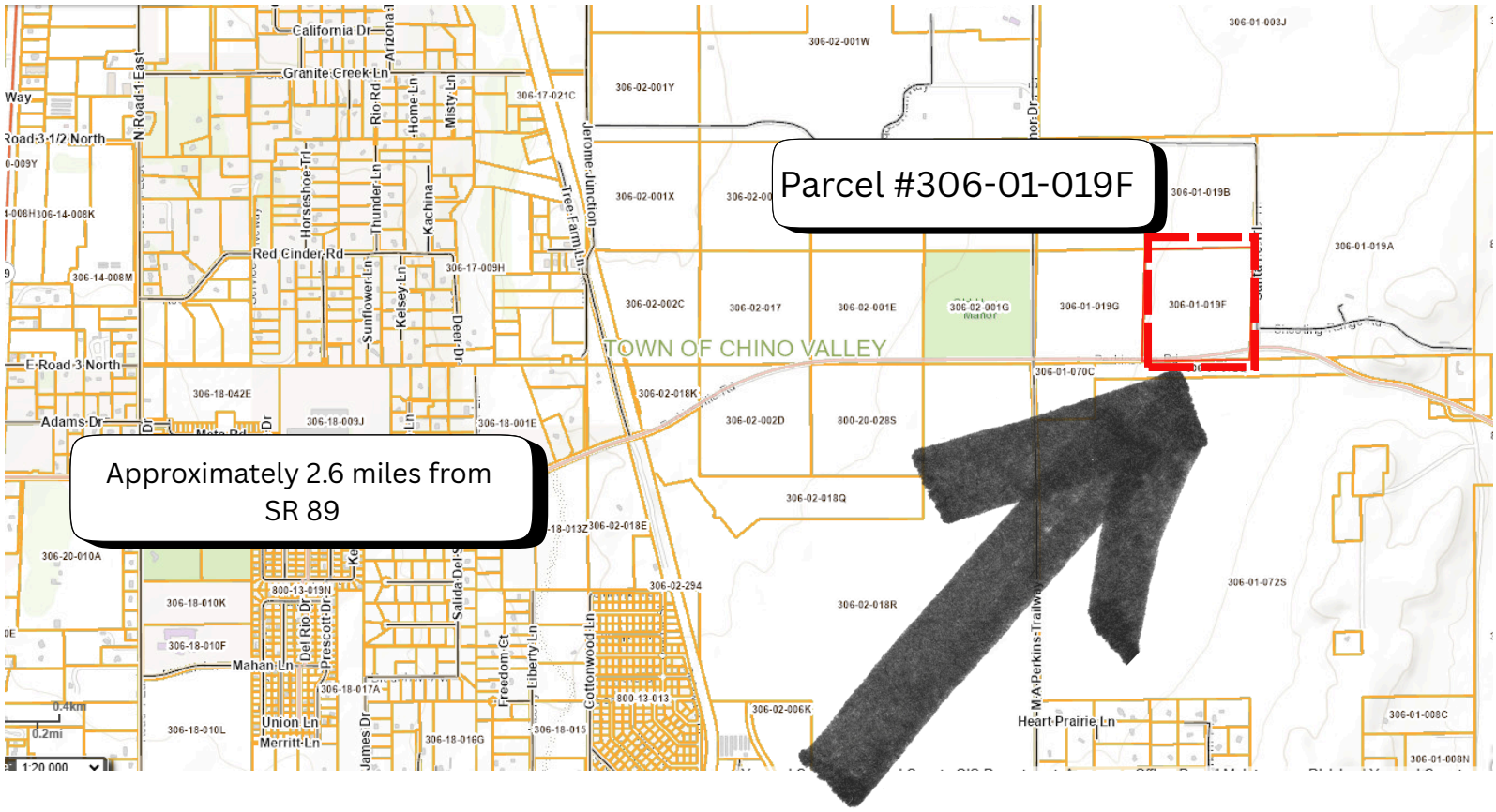
Total for All Services: .....$219,890 (LS)

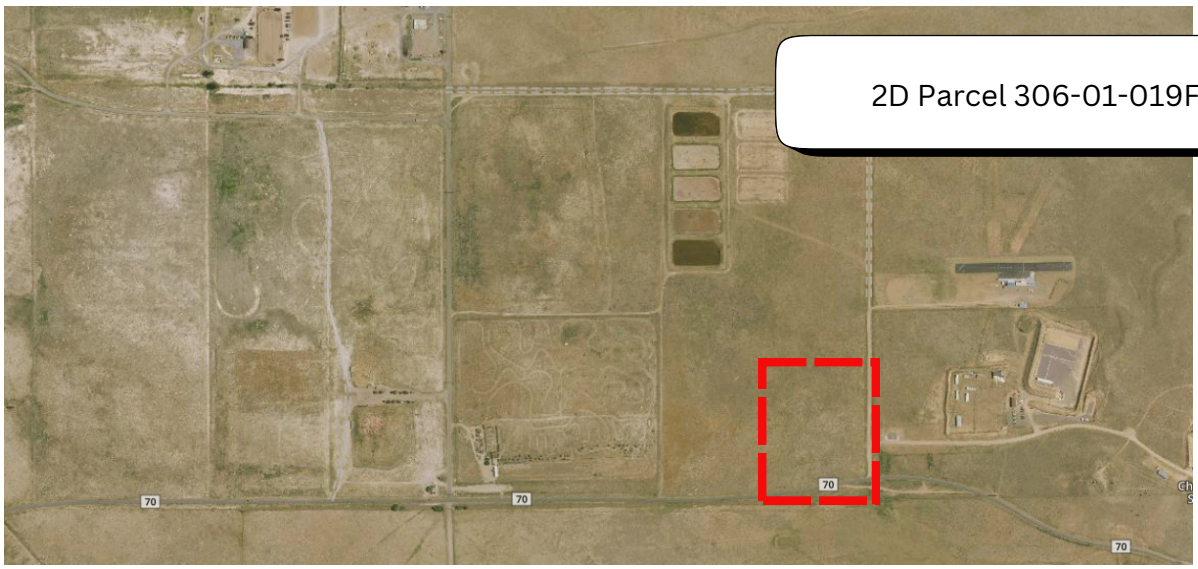
We appreciate the opportunity to partner with you on this project. Please call or email if you have any questions regarding the tasks included in this proposal.

Respectfully Submitted,
Lyon Engineering,

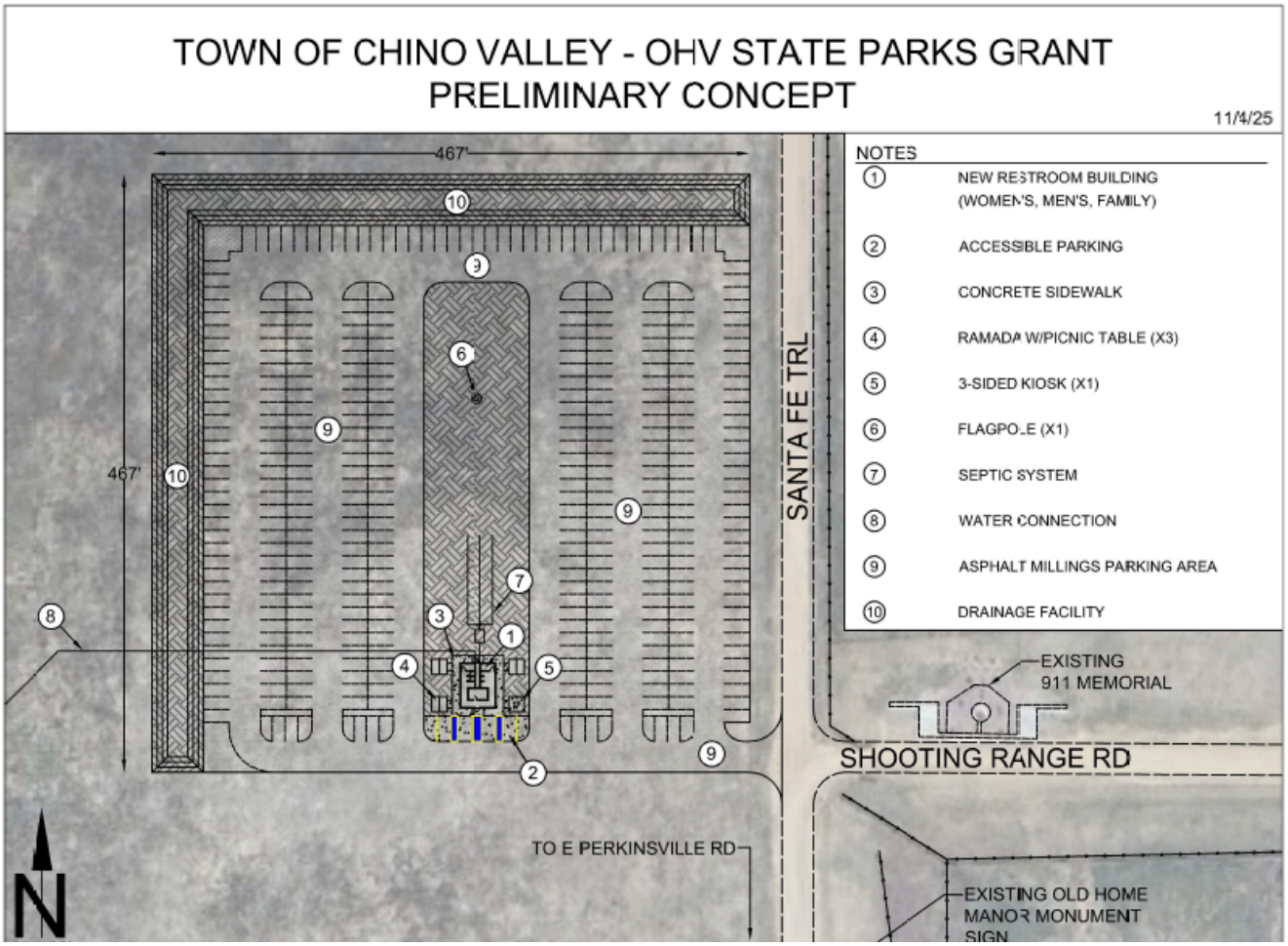


Scott A. Lyon, P.E., R.L.S.
President
Lyon Engineering & Surveying Inc.


Parcel #306-01-019F
Approximately 2.6 miles from SR 89
TOWN OF CHINO VALLEY
California Dr
Granite Creek Ln
Red Cinder Rd
Adams Dr
Mahan Ln
Union Ln
Merritt Ln
Heart Prairie Ln
306-01-019F
306-01-019B
306-01-019A
306-01-019G
306-02-001G
306-01-070C
306-02-018Q
306-02-018R
306-02-294
306-01-072S

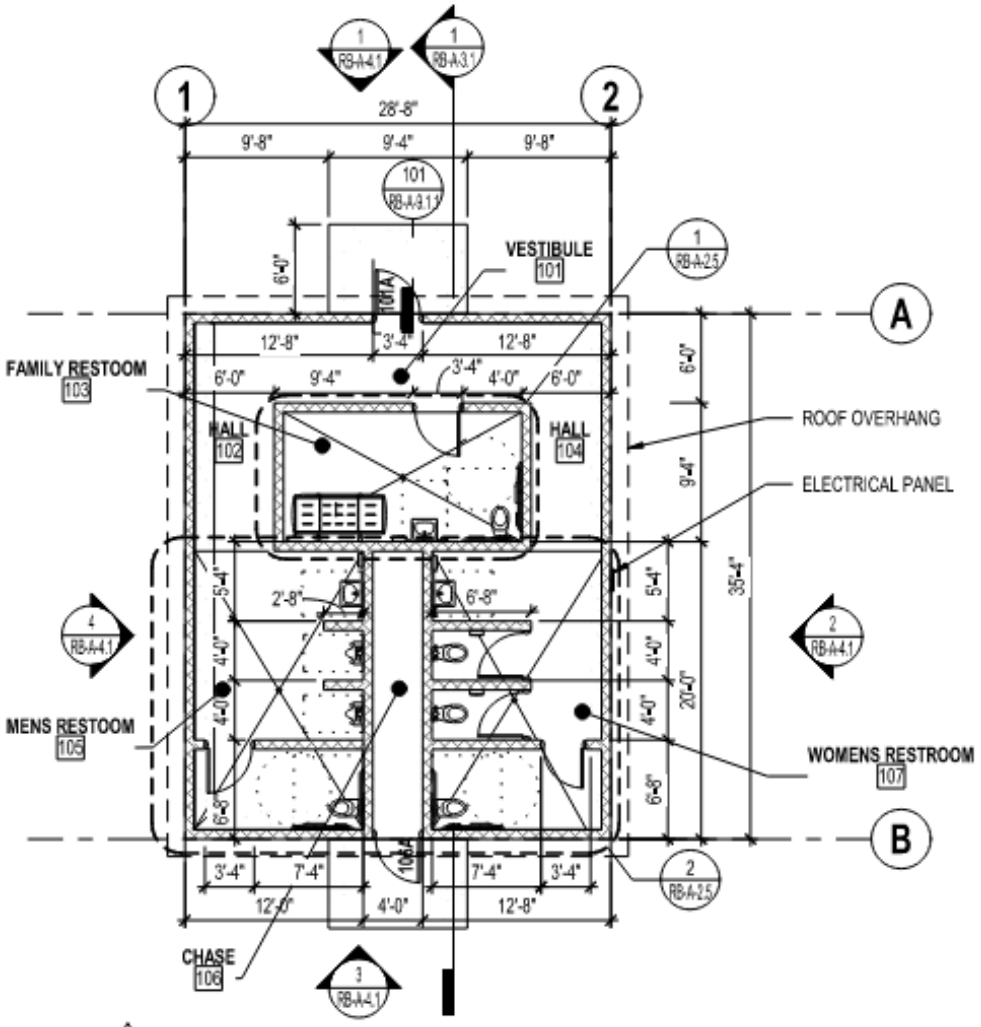

2D Parcel 306-01-019F


Muldoon//638
Chino Valley Shooting Facility



Scope #5 Engineering and Surveys

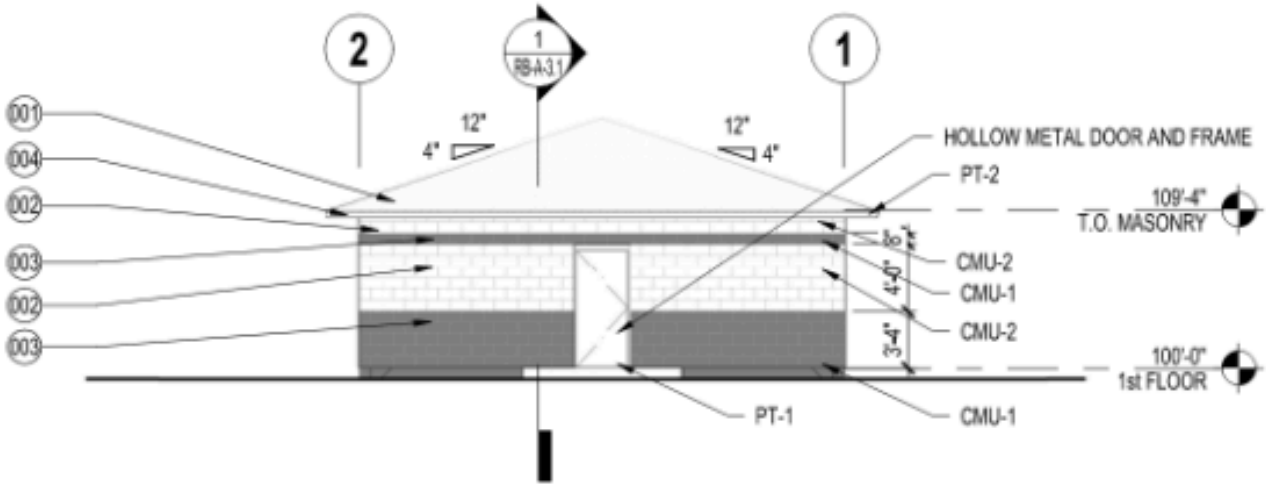
Engineering and Survey Costs Breakdown	Quantity	Unit Type
Biological Survey	1.00	Each
Civil Engineering- Grading, Drainage, Utility Plans	1.00	Each
Architectural Design	1.00	Each
Geotechnical	1.00	Each
Environmental Clearances	1.00	Each
Topographic Survey	1.00	Each
Archaeological Survey	1.00	Each



1 OVERALL PLAN - 1ST FLOOR

1/8" = 1'-0"

0' 4' 8' 16' 32'



1 EXTERIOR ELEVATION

1/8" = 1'-0"

0' 4' 8' 16' 32'

APPENDIX A

SUBCONSULTANTS SCOPE OF WORK:

BIOZONE INC.

ENGINEERING & TESTING CONSULTANTS

PRESCOTT ENVIRONMENTAL

MICHAEL TAYLOR ARCHITECTS

Biological Assessments, US Army Corps Issues,
T & E Surveys, Riparian Restoration

BIOZONE, INC.

ARCHIE M. DICKEY, Ph.D. Owner-President
P.O. Box 13027, Prescott, Arizona 86304-3027
(928) 713-3063
Email: biozone@ cableone.net

July 6, 2026

TO: Scott Lyon
Lyon Engineering

FROM: Archie M. Dickey
President, Biozone

SUBJECT: Biological survey associated with Parcel #306-01-019F Chino Valley for a future parking lot with public restroom.
Scope of Work with the following Task:

1. Task 1. State survey of native plants within the Parcel

PRICES: EA/Native plant survey $1800.00

TIMELINE: Once notice to proceed has been signed, fieldwork will be done and final report within 4 weeks of end of fieldwork

Notice to proceed

The above proposal is acceptable to both parties. Biozone, Inc. will start on this project as soon as possible after signatures are obtained.

SIGNATURES

Lyon Engineering.

_____ Date: _____

For BIOZONE:

Archie M. Dickey Date: July 6, 2026
Archie M. Dickey, Ph.D.

BIOZONE, INC.
P.O. Box 13027
Prescott, AZ 86304-3027
928-713-3063

Tax Number 86-0707298

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *6/30/2026*

Job No.

Client: ***Lyon Engineering & Surveying, Inc.***

Phone: ***o: (928) 495-6685***

Client Address: ***2971 Willow Creek Road, Bldg. 2***
Prescott, AZ 86301

Email: *ScottLyon@LyonEngineering.com*

Authorized Representative or Person to Contact: ***Mr. Scott Lyon, P.E., R.L.S.***

Type of Organization: ***Corporation***

DESCRIPTION OF WORK ORDER: This "Proposal / Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

OHV STAGING AREA - CHINO VALLEY (APN 306-01-019F): Geotechnical Soils Exploration.

ETC will perform four exploratory soil borings across the improvement site to determine the general subsurface soil conditions and to sample soils. An engineering report will be prepared with the results of the exploration and laboratory testing, with recommendations for site grading and earthwork, pavement structural sections (RAP & AC), and foundation support and slabs-on-grade for the restroom facility.

The Geotechnical Report will be provided for a lump sum fee as shown below. Other services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

FEE BASIS: Lump Sum (Fixed Fee)

For any work performed on an hourly or unit-price basis, any stated fee, expense, or cost is an estimate only and shall not be construed as a lump-sum, fixed, or maximum fee.

ESTIMATE: $ *3,900.00*

SCHEDULE: Start Date: Upon receipt of contract and NTP Completion Date: Approx. 7-8 weeks from start

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

ENGINEERING & TESTING CONSULTANTS

By _____
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Prescott Environmental

PO Box 203

Chino Valley AZ 86323

928-848-2639

prescottenvironmental@gmail.com

PROPOSAL FOR ONSITE WASTEWATER SYSTEM

DESIGN SERVICES

Project: Old Home Manor OHV Staging Area Public Restroom

Parcel Number: 306-01-019F

Location: Chino Valley, Arizona

PROJECT DESCRIPTION

Prescott Environmental is pleased to submit this proposal to provide professional onsite wastewater system design services for a proposed public restroom facility serving the Old Home Manor Off-Highway Vehicle (OHV) Staging Area located on Parcel No. 306-01-019F in Chino Valley, Arizona.

The proposed restroom facility consists of:

Family Restroom

- One (1) toilet
- One (1) handwashing sink

Men's Restroom

- One (1) toilet
- Two (2) urinals
- One (1) handwashing sink

Women's Restroom

- Three (3) toilets
- One (1) handwashing sink

The onsite wastewater system will be designed in accordance with the Arizona Administrative Code (AAC), Title 18, Chapter 9, and applicable Yavapai County requirements.

DESIGN FLOW

The wastewater design flow has been calculated using **200 gallons per day (GPD) for each toilet and each urinal**.

Fixture	Quantity	Design Flow
Toilets	5	1,000 GPD

Urinals	2	400 GPD
Handwashing Sinks	3	No additional design flow assigned

Total Design Flow

- 5 Toilets × 200 GPD = **1,000 GPD**
- 2 Urinals × 200 GPD = **400 GPD**

Total Design Flow: 1,400 Gallons Per Day

(Baseline may be changed on project needs)

PRELIMINARY DESIGN ASSUMPTION

Based on Prescott Environmental's experience with onsite wastewater system design in the Chino Valley area, it is anticipated that a **conventional septic system** may be suitable for this project. However, the final system design cannot be determined until a soil site investigation has been completed and site conditions have been evaluated.

The proposed onsite wastewater system will be designed based upon the observed soil characteristics, hydraulic loading rates, available disposal area, topography, setbacks, and other applicable site constraints identified during the field investigation.

Should the soil or site conditions not support a conventional system, an **alternative onsite wastewater treatment technology** may be required to meet the requirements of the Arizona Administrative Code and Yavapai County Development Services. If an alternative system is necessary, Prescott Environmental will discuss the available options and any associated impacts to the project with the Owner prior to proceeding with the final design.

SCOPE OF SERVICES

Prescott Environmental will provide the following professional services:

- Conduct a site visit to evaluate the proposed disposal area.
- Perform a soil site investigation and classify the soils in accordance with Arizona Administrative Code requirements.
- Observe and document soil test pits excavated by others.
- Determine the appropriate hydraulic loading rate based on observed soil conditions.
- Size and design the septic tank and soil treatment area.
- Prepare onsite wastewater system construction plans and supporting design calculations.
- Prepare a complete onsite wastewater permit application package.
- Provide a **ready-to-submit permit application packet** for submission to Yavapai County Development Services.

CLIENT RESPONSIBILITIES

The Owner/Agent shall be responsible for:

- Providing legal access to the property.
- Excavating all required soil test pits prior to the scheduled soil evaluation.
- Providing a safe work area for completion of the soil investigation.
- Providing available site plans, surveys, utility information, and building plans.
- Payment of all applicable Yavapai County permit and review fees.
- Submission of the completed permit application package to Yavapai County Development Services.

PROFESSIONAL FEE

The fee for the professional services described in this proposal is:

Professional Design Services: $3,000.00

This fee includes:

- Site visit.
- Soil site investigation and soil classification.
- Onsite wastewater system design.
- Construction drawings.
- Design calculations.
- Preparation of a complete permit application package.

Should the scope of work change or additional services be requested beyond those described in this proposal, **additional fees may apply**. Any additional work will be discussed with and approved by the Owner prior to commencement.

EXCLUSIONS

This proposal does not include:

- Excavation of soil test pits.
- Land surveying.

- Floodplain or drainage studies.
- Geotechnical engineering.
- Construction staking.
- Construction observation or inspection.
- Installation certification or issuance of a Certificate of Completion.
- Contractor services.
- Permit or agency review fees.
- Revisions resulting from changes to the project after design has commenced.

DELIVERABLES

Upon completion of the project, Prescott Environmental will provide:

- Onsite wastewater system construction plans.
- Design calculations.
- Soil investigation documentation.

- A complete, ready-to-submit onsite wastewater permit application package suitable for submission to Yavapai County Development Services.

SCHEDULE

The soil investigation will be scheduled once the required test pits have been excavated and are accessible. Following completion of the field investigation and receipt of all necessary project information, the completed design package is anticipated within approximately **2 to 4 weeks**, depending upon workload and agency review timelines.

ACCEPTANCE

This proposal is valid for thirty (30) days from the date of issuance.

Thank you for the opportunity to provide professional onsite wastewater system design services for the Old Home Manor OHV Staging Area.

Prescott Environmental looks forward to assisting with the successful completion of this project.

Submitted By

Prescott Environmental

Terry Barton, RS/REHS

Environmental Health Consultant

Signature: _____

Date: _____

Proposal Acceptance

I hereby authorize Prescott Environmental to perform the services described in this proposal for the fee and terms outlined above.

Owner/Authorized Representative:

_____

Company:

_____

_

Signature: _____

Date: _____

Michael Taylor Architects, Inc.

August 4, 2026 (REVISED)

PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN ARCHITECT AND CLIENT

Project: Chino Valley OHV Parking Area and Restrooms
Chino Valley, Arizona
Architectural Design Services

Location: Perkinsville Road at Shooting Range Road
APN 306-01-019F

Client: Scott Lyon, Lyon Engineering
2971 Willow Creek Road, Building 2
Prescott, Arizona 86301

Architect: Michael Taylor Architects, Inc.
118 South Pleasant Street
Prescott, Arizona 86303

Project Description:
This project involves the development of a five-acre site for OHV staging and parking. Architectural design services will include the parking lighting and a restroom building. The restroom building will be loosely based on a previously provided floor plan showing three toilets and a single sink on the women's side and one toilet, two urinals and a single sink on the men's side. A single, family restroom may also be included with a single toilet, a single sink and changing station. Construction will be of durable materials meant to withstand the potential abuse of a remote facility. Bid specifications and an estimate of construction cost will be provided at the conclusion of the design phases of the project. The architect will also provide limited Procurement and Construction Administration phase services.

Compensation:
Compensation for the stated scope of services to be performed under this Agreement for architectural design services through Construction Documents is as follows:

Architectural	**$18,750.00**
Structural Engineering	**$ 2,500.00**
Mechanical/Plumbing/Electrical Engineering	**$ 6,500.00**
Civil Engineering	**$NIC**
Landscape Design	**$NIC**

Limited Procurement and Construction Administration phase services would be invoiced as follows:

Architectural	**$ 4,800.00**
Structural Engineering (allowance)	**$ 2,000.00**
Mechanical/Plumbing/Electrical	**$ 2,500.00**
Total Fees:	**$37,050.00**

Site visits will be invoiced as follows:

Architectural	$ 600.00 per man-trip
Mechanical/Plumbing/Electrical Engineers	$1,200.00 per man-trip

Reimbursable expenses related to the performance of our basic services are included within the stated fees. Expenses beyond those would be invoiced at cost plus 10%. Travel related to the performance of our basic services would be billed at $0.70 per mile round-trip. A retainer is not requested at commencement of the project.

Standard Hourly Rates/Additional Fees/Supplemental Services:
Our standard hourly rates are listed below. Should supplemental services beyond those listed in this agreement be requested or become necessary and be approved by the Client, our standard hourly billing rates for those services would also apply and are as follow:

	Standard Rates
Principal Architect	$160.00
Project Architect	$135.00
Project Manager	$125.00
Project Lead	$110.00
CAD/BIM Drafting II	$ 90.00
CAD/BIM Drafting I	$ 75.00
Clerical	$ 75.00

Exclusions:

1. Offsite improvements design including utility main extensions.
2. Boundary or topographic surveys
3. Geotechnical soils investigation
4. Automatic fire suppression system design
5. Truss or pre-engineered steel building design/engineering
6. Landscape Design
7. Civil Engineering
8. Septic design or permitting
9. Specialty systems design
10. Change of use permit
11. Tenant Improvement Design
12. LEED Certifications
13. Destructive or invasive testing of any existing materials or construction.
14. Hazardous materials testing or investigation.
15. City and ADEQ certifications
16. Rezoning services
17. Municipal fees
18. Services beyond those specified in this proposal.

Article 1
Architectural Services:

1.1 Scope of Services

1.1.1 County Pre-Code Meeting

a. The Architect shall evaluate the Clients program and become familiar with the site.
b. The Architect will prepare preliminary documents for the County's Pre-Code review meeting and make the submittal to the County if necessary.
c. The Architect will attend the Pre-Code meeting to determine the full scope of requirements from the County to be able to move the project forward.
d. The Architect will review the findings of the Pre-Code meeting with the Client.

1.1.2 Schematic Design Phase

e. The Architect shall evaluate the Clients program and budget and become familiar with the site.
f. The Architect will then prepare a preliminary design illustrating the scale and relationships of the Project components.
g. This preliminary design will be presented to the Client for review and approval.
h. Upon Client approval of the preliminary design the Architect will prepare Schematic Design Documents consisting of building plans, selections of major building systems and materials of construction.
i. A final Schematic Design package shall be submitted to the Client for final approval.

1.1.3 Design Development Phase

a. Based on the approved Schematic Design Documents, the Architect will prepare Design Development documents illustrating the continued development of the approved Schematic Design. These documents may include building sections, elevations, typical construction details and diagrammatic layouts of major building systems.
b. Engineering sub-consultants will be engaged during this phase of the work. This will include Structural, Mechanical, Plumbing and Electrical engineers.
c. A final Design Development package shall be submitted to the Client for final approval.

1.1.4 Construction Documents

a. Based on the approved Design Development documents, the Architect will prepare Construction Documents illustrating and describing the further development of the approved Design Development documents.
b. Construction Documents shall consist of drawings and details as necessary, setting forth in minimal detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
c. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
d. The Architect will make submission to the authority having jurisdiction for permit review and will respond to any plan check comments.
e. A final Construction Documents package shall be submitted to the Client for final approval.

1.1. 5 Bidding Phase Services

a. The Architect will attend the pre-bid conference for prospective bidders.

c. The Architect shall prepare responses to questions from prospective bidders and provide interpretations of the Bidding Documents in the form of addenda.

1.1.5 Construction Phase Services

a. The Architect shall visit the site when requested to.

c. The Architect shall review Applications for Payment and certify payments to the Contractor.

d. The Architect shall review the Contractors submittals for the limited purpose of checking for conformance with the design intent.

e. The Architect will respond to Contractor Requests for Information (RFI's) with written and/or graphic responses.

e. The Architect shall issue Change Orders for changes in the Work as authorized by the Client.

f. Upon completion of the Work, the Architect shall review the project for verification of Substantial Completion and shall develop a list of items to be finalized. The Architect will issue a Certificate of Substantial Completion as appropriate.

Article 2
Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as a defined budget for the Project. The Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Architect shall make every effort to provide designs that conform to the Client's budget. Opinions of probable cost may be provided as a part of services only to assist the Client with budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual cost of construction.

2.3 Approvals

The Client's decisions, approvals, reviews and responses shall be communicated to the Architect in a timely manner in order to not delay the project.

Article 3
Ownership of Documents

3.1 The Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and State Law. Subject to payment by the Client of all fees the Architect grants to the Client a non-exclusive license to reproduce the documents solely for the construction of the Project.

Article 4
Compensation

4.1 The Architect will invoice the Client monthly for work completed during the previous month. Invoices will be based on the percentage of work completed and Supplemental Services performed (if any).

4.2 Payments are due and payable 30 days from the date of the Architect's invoice. Invoices or portions of invoices unpaid after 30 days from the due date will be deemed to be past due and will accrue interest at 2% of the unpaid balance per month. Past due amounts may be cause for termination of this agreement.

Article 5
Indemnification

5.1 The Client and Architect agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses including reasonable attorney's fees to the extent such claims, losses, damages and expenses are caused by the joint or concurrent negligence of Client or Architect, they shall be borne by each party in proportion to it's negligence.

Article 6
Limit of Liability Statement:

6.1 In recognition of the relative risks and benefits of the project to both the client and the architect, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the architect to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so the that total aggregate liability of the architect to the client shall not exceed the architect's total fee for services rendered on this project. It is intended that these limitations apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

Article 7
Suspension/Termination

7.1 Either party may terminate this Agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 All terms of this agreement including compensation shall remain in place up to the day of notice of termination.

Article 8
Other Terms and Conditions

8.1 Neither party shall assign their interest in this Agreement without the express written consent of the other party.

8.2 The law in effect at the Architects principal place of business shall govern this Agreement.

Article 9
Scope of this Proposal

9.1 This Proposal represents our current understanding of the project and the scope of services that will be provided by the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. If this proposal is acceptable please sign below and return it to MTAI and we will schedule the work.

Michael Taylor Architects, Inc.

Architect

By: COLIN LOVDAHL

Printed Name:

8/4/26

Date:

Client

By:

Printed Name:

Date:

Town of Chino Valley
OHV 5 acre staging area

Town Project No. CIP#

Task No.	Task Description	Lyon Engineering SVY $ 200	RLS $ 170	SRLS $ 190	ENG $ 175	PE $ 225	INSP $ 95	DRONE $ 200	Total	Total
Task Series 1000	**Project Management**									
Task 1100	General								0	$ -
Task 1200	Project Meetings & Coordination									
Subtask 1210	Design Phase Coordination								0	$ -
Subtask 1220	Design Review Meetings				24				24	$ 4,200
Subtask 1230	Subconsultants Coordination & Meetings				10	30			40	$ 8,500
Subtask 1240	Coordination with Utility Companies					12			12	$ 2,700
Task Series 1000 Subtotal		0	0	0	34	42	0	0	76	$ 15,400
Task Series 2000	**Pre-Design**									
Task 2100	Pothole Coordination					0			0	$ -
Task 2200	Field Walk of Blue Stake					0			0	$ -
Task Series 2000 Subtotal		0	0	0	0	0	0	0	0	$ -
Task Series 3000	**OHV Staging Area & Water Main Extension**									
Task 3100	Preliminary Design									
Subtask 3110	Field Data Import & Analysis				8	4			12	$ 2,300
Subtask 3120	Base CAD File Production				24	8			32	$ 6,000
Subtask 3130	30% Conceptual Plan Development				80	10			90	$ 16,250
Subtask 3140	60% Preliminary Design				120	10			130	$ 23,250
Task 3200	Detailed Design									
Subtask 3210	90% Design Plans				60	8			68	$ 12,300
Subtask 3220	100% Design Plans				40	16			56	$ 10,600
Subtask 3230	90% Special Provisions				60	15			75	$ 13,875
Subtask 3240	100% Special Provisions				16	8			24	$ 4,600
Subtask 3250	90% Engineers Cost Estimate				22	6			28	$ 5,200
Subtask 3260	100% Engineers Cost Estimate				12	8			20	$ 3,900
Subtask 3270	Bid Ready P.S. & E.				32	8			40	$ 7,400
Subtask 3280	Permitting				8	4			12	$ 2,300
Task Series 3000 Subtotal		0	0	0	482	105	0	0	587	$ 107,975
Task Series 4000	**Post Design Engineering Services**									
Task 4100	Bid Phase Services									
Subtask 4110	Pre-Bid Meeting				4	4			8	$ 1,600
Subtask 4120	Bid Addenda Assistance				16	6			22	$ 4,150
Task Series 4000 Subtotal		0	0	0	20	10	0	0	30	$ 5,750
Task Series 5000	**Special Services**									
Task 5100	Land Surveying									
Subtask 5110	Survey Control Network and Project Benchmarks	24		4		2			30	$ 6,010
Subtask 5120	Survey of Blue Staked Utilities	16		2		2			20	$ 4,030
Subtask 5130	Existing Right-of-Way and Property Boundary Survey	32		16		2			50	$ 9,890
Subtask 5140	Field Topography Survey	40		4	13	2			59	$ 11,485
Subtask 5150	Potholed Utility Location Survey								0	$ -
Task Series 5000 Subtotal		112	0	26	13	8	0	0	159	$ 31,415
Task Series 1000 through 5000 Subtotal		112	0	26	529	155	0	0	822	$ 160,540
Task Series 6000	**Subconsultants**									
Subtask 6100	Biozone Inc.									$ 4,900
Subtask 6200	Engineering & Testing Consultants Inc.									$ 3,900
Subtask 6300	Prescott Environmental									$ 3,000
Subtask 6400	Michael Taylor Architects									$ 37,050
Task Series 6000 Subtotal										$ 48,850
Other Direct Costs										
	Printing Costs									$ 500
	ADEQ Permit Fees (septic & water main extension)									$ 8,000
	Septic Test Pit Excavation									$ 2,000
Other Direct Costs Subtotal										$ 10,500
									CONTRACT TOTAL =	**$ 219,890**

Labor Codes Legend:
SVY - Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5f
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Consideration and possible action to adopt Resolution No. 2026-1322, approving a Project Agreement with Arizona State Parks and Trails for the acceptance of a $200,000 Land and Water Conservation Fund grant for the acquisition of the Upper Sullivan's Canyon Property.

SUMMARY:
The Town of Chino Valley, in partnership and with support from the Trust for Public Land (TPL) and the Prescott Climbers Coalition, pursued funding through the Land and Water Conservation Fund (LWCF) administered by Arizona State Parks and Trails for the acquisition and permanent preservation of the Upper Sullivan's Canyon Property's 10.46 acres for its significant recreational, cultural, and conservation value. The Town will own and maintain the property as public open space for outdoor recreational use in perpetuity.

The $400,000 purchase will be entirely funded through external sources: a $200,000 LWCF grant via Arizona State Parks and Trails, $150,000 from Yavapai County, and $50,000 from the Prescott Climbers Coalition. The Town will not contribute any funds. This grant depends on the Town entering into a Project Agreement that authorizes accepting the funds and outlines the terms and conditions of the award.

The LWCF award has completed the required state and federal review processes, and Arizona State Parks and Trails has provided the Project Agreement for execution. The Agreement establishes a project period of July 7, 2026, through July 6, 2029, and sets forth the terms and conditions governing the Town's acceptance and use of the $200,000 grant award.

As a condition of accepting LWCF funding, the property acquired with grant assistance must remain available to the general public for outdoor recreation use in perpetuity. The Town will also be responsible for complying with applicable state and federal grant requirements, and long-term stewardship of the property. Approval of the Project Agreement will allow the Town to accept the $200,000 LWCF award and proceed with the acquisition of the Upper Sullivan’s Canyon Property.

Arizona State Parks and Trails requires formal Town Council approval of the Project Agreement. Resolution No. 2026-1322 provides that approval and authorizes the Mayor, Town Manager, Town Clerk, and Town Attorney to take all necessary actions and execute all necessary documents.

In a separate related item on the agenda, Council will consider possible action to approve the Agreement and Joint Escrow Instructions for Yavapai County's contribution toward the Upper Sullivan's Canyon Property.

The Town would like to acknowledge the Trust for Public Land's leadership and advocacy, as well as the generosity and partnership of Yavapai County and the Prescott Climbers Coalition, which are making this acquisition and preservation possible.

PREVIOUS ACTION:
On April 8, 2025, the Town entered into an agreement with the Trust for Public Land to pursue Land and Water Conservation Fund grant funding for the acquisition and preservation of the Upper Sullivan's Canyon Property.

On December 9, 2025, the Town entered into a Purchase Agreement with the Trust for Public Land establishing the terms under which ownership of the property would ultimately transfer to the Town.

STAFF RECOMMENDATION:
Adopt Resolution No. 2026-1322, approving a Project Agreement with Arizona State Parks and Trails for the acceptance of a $200,000 Land and Water Conservation Fund grant for the acquisition of the Upper Sullivan's Canyon Property.

FISCAL IMPACT?

Available budget: Misc. Capital Grants	$530,110.00
Less this approval item: Project Agreement with Arizona State Parks and Trails LWCF reimbursable grant	-200,000.00
Remaining budget: Misc. Capital Grants	$330,110.00

The total property acquisition cost is $400,000, consisting of $200,000 in Land and Water Conservation Fund (LWCF) grant funding reimbursable to the Town, $150,000 contributed directly to escrow by Yavapai County, and $50,000 contributed directly to escrow by the Prescott Climbers Coalition. The Town will advance the $200,000 federal share at closing and receive reimbursement through the LWCF grant. No Town funds are required toward the ultimate property purchase price.

ATTACHMENTS:

1.	RES 2026-1322 - Approval of Upper Sullivans Canyon Project Agreement
2.	Exhibit A - Project Agreement 04-00811 Chino Valley Upper Sullivans Canyon Rockclimbing Property Acquisition - unsigned

RESOLUTION NO. 2026-1322

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A PROJECT AGREEMENT FOR THE ACCEPTANCE OF LAND AND WATER CONSERVATION FUNDS FROM ARIZONA STATE PARKS AND TRAILS FOR THE ACQUISITION OF THE UPPER SULLIVANS CANYON PROPERTY.

WHEREAS, the Town of Chino Valley (the "Town") has submitted a Land and Water Conservation Fund ("LCWF") grant application to Arizona State Parks & Trails ("State Parks") for $200,000 to assist the Town in purchasing the Upper Sullivans Canyon property for its long-term protection and outdoor recreation uses (the "Project"); and

WHEREAS, State Parks has advised the Town that its application has been approved for funding, pending the Town's approval of a project agreement between State Parks and the Town that specifies the conditions under which the LWCF funding is awarded to the Project (the "Project Agreement"); and

WHEREAS, the Town Council finds that the Project Agreement is agreeable and that it is in the best interests of the Town of Chino Valley and its residents to accept the LWCF funding and the conditions set forth therein.

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 Project Agreement between the Town and State Parks is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of August 2026.

_____
Tom Armstrong, Mayor

ATTEST:

_____
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

I hereby certify that the above foregoing Resolution No. 2026-1322 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 25th, 2026, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

_____
Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2026-1322

[Project Agreement with State Parks]

See following pages.

This Agreement is entered into by and between the Arizona State Parks Board (PRIME RECIPIENT) and The Town of Chino Valley (PROJECT SPONSOR/SUBGRANTEE/SUBRECIPIENT) which becomes effective on the date of signature by the authorized representative of Arizona State Parks and Trails. Federal Notice of Award numbered below is attached and made part of this Project Sponsor Agreement. Subgrantee is required to comply with all applicable federal and state laws, regulations, guidelines, and manuals.

PROJECT TITLE: Upper Sullivans Canyon Property Acquisition					**PROJECT NUMBER:** ASP # 04-00811 FAIN # P26AP00422 CFDA #: 15.916
THIRD PARTY PARTICIPANT'S NAME:					**FY OF REVENUE:** 2027
PROJECT PERIOD: 07/07/2026 - 07/06/2029					
GRANT PROGRAM: Land and Water Conservation Fund	**GRANT AMOUNT:** $200,000.00	% 50%	**PARTICIPANT MATCH:** $200,000.00	% 50%	**TOTAL PROJECT COST:** $400,000.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: **Attachment A and NPS Notice of Award**					
AUTHORITIES TO ENTER INTO THIS Agreement: (statute, resolution, minutes, etc.) **STATUTE:** A.R.S. §41- 518.01; A.R.S. §§ 41-511.04(6), (14), (18); A.R.S. § 41-511.05(2). **RESOLUTION:** 2026-1322					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: _____ Signature Kevin Brock Assistant Director			_____ Date		
ACCEPTANCE OF ALL TERMS OF THIS Agreement AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.			**PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)**		
Mayor Tom Armstrong			Andrew McGuire		
Date			Date		

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this Agreement

Erin Deskins	
Date	

Arizona State Parks and Trails
PROJECT SPONSOR Agreement

Attachment A - Special Conditions

The BOARD is a primary recipient of Land and Water Conservation Fund (LWCF) grant funds provided by the Department of Interior, National Park Service to ensure a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor needs of the public. This Agreement is a sub-award of those federal, LWCF grant funds authorized under A.R.S. § 41-518.01.

SPECIAL CONDITIONS:

If any archeological remains are encountered during project related ground disturbance, work will cease in the area of the discovery and the participant will inform the Director of the Arizona State Museum pursuant to A.R.S. 41-844. The participant will then inform the Chief of Grant and Trails of the discovery to determine any further action that may be necessary.

The area acquired and/or developed with LWCF grant assistance **shall be available to the general public for outdoor recreation use in perpetuity**. Approved project work shall start no later than the specified project startup date. Development activities must begin within 6 months of the fully executed participant Agreement.

The administration of this grant Agreement is additionally subject to the contents of the Administrative Guidelines found at:
https://www.azparkgrants.com/fileDownload.do?filename=1763406284454_ASPT_GrantsManual_2025+finalized+11.4.2025.pdf

SUBRECIPIENT MONITORING:
Risk Assessment Score: 2

In accordance with state and federal regulations, ASPT is required to monitor subrecipients of grant funds to ensure project success and compliance. This begins with a formal risk assessment which will be administered through Webgrants at the time of application. The risk assessment will indicate a risk level (low, medium, high) which will inform subrecipient monitoring processes.

Activity	Low Risk	Medium Risk	High Risk
Desk Review	Annually	Semi-annually	Quarterly
Claim Review	High level categories	Spot Audit on 30-50% of claim documentation	100% Review of all claim documentation
Status Reports	Quarterly	Bi-monthly	Monthly
Site Visits	None	Once per grant cycle	Annually
Single Audit Review	Review at application	Review + Follow up on Action Plan items	Review + Technical Assistance on Findings

Regardless of risk designation, all subrecipients are required to submit full supporting documentation (receipts, timesheets, proof of payment) with every reimbursement request. Incomplete packages will be returned to the subrecipient for correction. This ensures that documentation is present should any issues be identified in a high-level review even for low risk subrecipients.

A minimum 50% in matching funds is required for reimbursement.

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

OTHER CONDITIONS

Project costs **above 10%** of any line item must be approved by park staff prior to submitting that reimbursement. Failure to request this change prior to submission will not be reimbursed.

Pre-Award Costs:
The Recipient is authorized to incur pre-award costs up to $400,000.00 on or after February 1, 2026. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

All other terms and conditions remain unchanged.

Allocated project funds can only be expended on the designated scope items.

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this Agreement, which Agreement includes Attachments A and B: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement.
5. Grant Retention – Final reimbursement of the grant amount will be withheld from payment until PROJECT SPONSOR has submitted their final status report and completion letter.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this

Agreement and applicable State laws.

8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.

9. Use of Project - Project accomplishments must be open or available to the public in perpetuity. If the grant funded capital improvements are not maintained and kept open for public use Arizona State Parks may determine that a conversion is appropriate.

10. Special Conditions - Special conditions to this Agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this Agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.

11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The National Park Service and the BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this Agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised may be approved. The PROJECT SPONSOR must notify the BOARD of the conversion as soon as possible and seek approval of replacement property in accord with the conditions set forth in this

Agreement. The PROJECT SPONSOR must accomplish such replacement within a reasonable time, acceptable to the BOARD, after the conversion of the property occurs. This paragraph also applies to (1) leased properties acquired and/or developed with Fund assistance, where such lease is terminated prior to its full term pursuant to lease provisions known and agreed to by the BOARD; and (2) properties subject to other outstanding rights and interests known to and agreed to by the BOARD.

B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD

Except for pre-Agreement costs approved by the BOARD, only those costs associated with approved project work incurred during the project period will be eligible for reimbursement according to the terms of this Agreement.

C. ACQUISITION

Values of property purchased with grant assistance must be appraised by an appraiser with active State certifications according to the Uniform Standards of Professional Appraisal Practice. This appraisal must be prepared within one year prior to the acquisition. Grant participation must be according to the grant award amount, the approved market value, or the purchase price, whichever is less.

D. CARE AND DISPOSITION OF EQUIPMENT

Equipment purchased with grant funds to develop a project may remain in the possession of the PROJECT SPONSOR for as long as the equipment is being used for eligible project work, at the sole discretion of State Parks. State Parks reserves the right to claim equipment purchased under this Agreement when it is no longer being used for the purpose for which it was purchased.

E. SUB-CONTRACTS

1. Sub-contracts awarded to accomplish the project must incorporate by reference, in each sub-contract, the provisions of this Agreement. The PROJECT SPONSOR bears full responsibility for acceptable performance under each sub-contract.

2. The PROJECT SPONSOR must pay when due any claim of a sub-contractor, employee, independent contractor, or any other employed individual performing the approved work for services pursuant to this Agreement.
3. Any sub-contract for employment by the PROJECT SPONSOR must be in writing and contain a provision whereby a person so employed or with whom a sub-contract has been entered acknowledges that the State of Arizona and the BOARD are not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

F. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The PROJECT SPONSOR must submit a project status report not less than quarterly. The status report will include, at a minimum, the following: (a) progress toward completing the approved scope of work; and
(b) any problems encountered and solutions to problems regarding completion of the project. Failure to submit the reports will result in delays in grant reimbursement or advance processing. The PROJECT SPONSOR must consult with the BOARD, as needed, to review progress. The BOARD reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Public Use in order to assure compliance with the terms of this Agreement.
2. The PROJECT SPONSOR must certify compliance with the Project Agreement every five years, until the end of the Term of Public Use, on a form to be provided by the BOARD. In addition, on-site inspections will be conducted periodically at the discretion of the BOARD. The following will be taken into consideration during the inspection of properties that have been acquired or developed with grant assistance: retention and use; appearance, and maintenance.
3. The PROJECT SPONSOR must provide the Board with written consent of the landowner to conduct on- site inspections; failure to do so is a failure to keep or maintain the property for public use.

G. EARNED INTEREST ON ADVANCED FUNDS

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the (Federal Recreational Trails Program/State Lake Improvement Fund/ Off-highway Vehicle Fund/ or Heritage Fund) administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this Agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona.

C. APPLICABLE LAW

In accordance with A.R.S. §41-2501, et seq, and A.A.C. R2-7-101, et seq. Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona State Procurement Code.

D. NON-DISCRIMINATION

In accordance with A.R.S. § 41-1461, et seq, Agreement shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. PROJECT SPONSOR shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. § 41-1492, et. seq.;the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. § 225 and 611); State of Arizona Executive Orders 2023-1, 2023-09, and 2009-09; and applicable state rules and federal regulations.

E. E-VERIFY

In accordance with A.R.S. § 41-4401, PROJECT SPONSOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC section A.R.S. § 23-214, Subsection A.

F. AUDIT AND RECORDS RETENTION

In accordance with A.R.S. § 35-214 and A.R.S. § 35-215, the PROJECT SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the PROJECT SPONSOR shall produce the original of any or all such records.

G. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, state or project sponsor may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating negotiating, securing, drafting or creating the Agreement on behalf of the State, at Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

H. REMEDIES

1. The BOARD may temporarily suspend grant assistance obligated to the PROJECT SPONSOR pending

required corrective action by the PROJECT SPONSOR or pending a decision to terminate the grant by the BOARD.

2. The PROJECT SPONSOR may unilaterally terminate this Agreement at any time before the first payment is made. After the initial payment, this Agreement may be terminated, modified, or amended by the PROJECT SPONSOR only by written mutual Agreement of the Parties.

3. The BOARD may terminate this Agreement in whole or in part at any time before the date of completion if it determines that the PROJECT SPONSOR has failed to comply with the terms or conditions of the grant. The BOARD will promptly notify the PROJECT SPONSOR in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PROJECT SPONSOR must be returned to the BOARD if this Agreement is terminated for cause.

4. The BOARD or PROJECT SPONSOR may terminate this Agreement in whole or in part at any time before the date of completion when both Parties agree that the continuation of the development project would not produce beneficial results commensurate with the further expenditure of funds. The two Parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PROJECT SPONSOR must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The BOARD may allow full credit to the PROJECT SPONSOR for the grant share of properly incurred obligations that cannot otherwise be cancelled before the effective termination date.

5. The BOARD may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the PROJECT SPONSOR fails to comply with the terms of the grant or breaches any condition or special condition of this Agreement.

6. The BOARD may request and the PROJECT SPONSOR must deliver repayment of funds advanced under this Agreement in conjunction with the remedies in this section.

7. The remedies expressed in this Agreement do not limit the rights of the BOARD. This Agreement does not in any way abridge, defer, or limit the BOARD'S right to any right or remedy under law or equity that might otherwise be available to the BOARD.

I. CULTURAL RESOURCES

The PROJECT SPONSOR must meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.

J. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

K. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Arizona State Parks Board (ASPB) is self-insured per A.R.S. 41-621.

In addition, should PROJECT SPONSOR utilize a contractor(s) and subcontractor(s) the indemnification clause between PROJECT SPONSOR and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim

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

L. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this Agreement by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance: PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising out of the activities performed by or on behalf of the PROJECT SPONSOR.

2. Business Automobile Liability

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

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

a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the NAMED INSURED involving automobiles owned, leased, hired or borrowed by the NAMED INSURED."

b. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses out of the activities performed by or on behalf of the PROJECT SPONSOR.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident.....	$500,000
Disease – Each Employee.....	$500,000
Disease – Policy Limit.....	$1,000,000

a. Policy must contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising out of the activities performed by or on behalf of the PROJECT SPONSOR.

b. This requirement does not apply to: Separately, EACH PROJECT SPONSOR, contractor or sub-contractor exempt under A.R.S. 23-901, and when such PROJECT SPONSOR, contractor or sub- contractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written Agreement, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds wherever additional insured status is required. Such additional insureds shall be covered to the full limits of liability purchased by the PROJECT SPONSOR, even if those limits of liability are in excess of those required by this Agreement.
2. The PROJECT SPONSOR'S insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the PROJECT SPONSOR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Agreement, PROJECT SPONSOR'S insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, PROJECT SPONSOR must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any

reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

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

Verification of Coverage:

PROJECT SPONSOR shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that PROJECT SPONSOR has the insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written Agreement shall not waive or otherwise affect the requirements of this Agreement.
2. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Agreement shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

Subcontractors:

PROJECT SPONSOR's certificate(s) shall include all contractors and subcontractors as insureds under its policies or PROJECT SPONSOR shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Agreement, proof from the PROJECT SPONSOR that its contractors and subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Agreement, as deemed necessary. Such action will not require a formal Agreement amendment, but may be made by administrative action.

Exceptions:

In the event the PROJECT SPONSOR or subcontractor(s) is/are a public entity, then such public entity shall provide a certificate of self-insurance. If the PROJECT SPONSOR of subcontract(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

1. DATE ISSUED *MM/DD/YYYY*
07/06/2026

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P26AP00422-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P26AP00422

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 07/07/2026 **Through** *MM/DD/YYYY* 07/06/2029

7. BUDGET PERIOD *MM/DD/YYYY*
From 07/07/2026 **Through** *MM/DD/YYYY* 07/06/2029

8. TITLE OF PROJECT (OR PROGRAM)
04-00811 Upper Sullivans Canyon Property Acquisition

9a. GRANTEE NAME AND ADDRESS
ARIZONA STATE PARKS & TRAILS
1110 W Washington St STE 100
Phoenix, AZ, 85007-2957

9b. GRANTEE PROJECT DIRECTOR
Mr. Jeffrey K Schmidt
1110 W Washington St STE 100
Phoenix, AZ, 85007-2957
Phone: 480-340-1305

10a. GRANTEE AUTHORIZING OFFICIAL
Nina Lindsey
1110 W Washington St STE 100
Phoenix, AZ, 85007-2957
Phone: 602-568-8845

10b. FEDERAL PROJECT OFFICER
Ms. Brooke Sausser
1849 C St NW
Washington, DC, 20240-0001
Phone: 111-111-1111

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

	I Financial Assistance from the Federal Awarding Agency Only	II Total project costs including grant funds and all other financial participation
a.	Salaries and Wages	$ 0.00
b.	Fringe Benefits	$ 0.00
c.	Total Personnel Costs	$ 0.00
d.	Equipment	$ 0.00
e.	Supplies	$ 0.00
f.	Travel	$ 0.00
g.	Construction	$ 0.00
h.	Other	$ 400,000.00
i.	Contractual	$ 0.00
j.	TOTAL DIRECT COSTS →	$ 400,000.00
k.	INDIRECT COSTS	$ 0.00
l.	**TOTAL APPROVED BUDGET**	$ 400,000.00
m.	Federal Share	$ 200,000.00
n.	Non-Federal Share	$ 200,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$ 200,000.00
b. Less Unobligated Balance From Prior Budget Periods	$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	$ 0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$ 200,000.00
13. Total Federal Funds Awarded to Date for Project Period	$ 200,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (●) Yes ( ) No)
No Program Income.

GRANTS MANAGEMENT OFFICIAL:
David Welsh, N/A
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 111-11-1111

17. VENDOR CODE 0070179806 **18a. UEI** U71GVYK3QNT6 **18b. DUNS** 884994252 **19. CONG. DIST.** 03

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054015188-00010	$200,000.00	07/07/2026	07/06/2029	5536	25GM UPPER SULLIVANS CANYON PROPERTY

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
07/07/2026	07/06/2029	Project Final	11/03/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
07/07/2026	07/06/2029	Project Final	11/03/2029

AWARD ATTACHMENTS

ARIZONA STATE PARKS & TRAILS P26AP00422-00

1. Grant Agreement
2. NEPA Decision
3. Budget
4. Boundary Map

Grant Agreement

Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
ARIZONA DEPARTMENT OF PARKS

Table of Contents

I. LEGAL AUTHORITY 2
II. PERFORMANCE GOALS AND PROJECT OBJECTIVES 2
III. PUBLIC PURPOSE 2
IV. STATEMENT OF WORK 2
V. RESPONSIBILITIES OF THE PARTIES 2
VI. COST SHARE REQUIREMENT 3
VII. PRE-AWARD COSTS 3
VIII. AWARD AND PAYMENT 3
IX. REPORTS AND/OR OUTPUTS/OUTCOMES 5
X. DETERMINATION OF RISK 5
XI. AWARD SPECIFIC TERMS AND CONDITIONS 5
XII. STANDARD TERMS AND CONDITIONS 10

I. LEGAL AUTHORITY

Agreement Number P26AP00422 was entered into by and with the Department of the Interior, National Park Service, (NPS), and Arizona Department of Parks (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Arizona Department of Parks, will pass through a subaward/subgrant to the subrecipient, the Town of Chino Valley, to create Upper Sullivans Canyon. This project will facilitate acquisition of 10.4 acres for outdoor recreation off Old Highway 89 between the Upper Verde River Wildlife Area and the Verde River Headwaters State Park land at Sullivan Lake in Yavapai County, with coordinates of 34.8639,-112.4587 (NAD83).

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 21, 2025).
3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.
4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.

B. The NPS agrees to:

1. Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site or off-site monitoring activities. At the Recipient's request, NPS may also provide technical assistance to the Recipient in support of the objectives of this agreement.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

VII. PRE-AWARD COSTS

The Recipient is authorized to incur pre-award costs up to $400,000.00 on or after February 1, 2026. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

VIII. AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed $200,000.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Awarding Officer (AO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Unless authorized by provision VII, expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with CFR 200.407. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the

operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions "Manage Reports" functionality.

B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205 – Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72.1 (April 21, 2025).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

F. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work

conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. NEPA Clearance

1. Full NEPA clearance with no conditions or restrictions:

Based on all information provided by the recipient, the NPS has made a NEPA determination for all activities listed in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF Agency Official responsible for NEPA determination. The recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this award.

This authorization is specific to the project activities and locations as described in the SOW approved by the FAAO and the NPS LWCF Agency Official. Should conditions or the scope of the action change, the Recipient must notify the Federal Project Officer and receive written response and notice prior to proceeding. NPS will evaluate whether this determination remains applicable or if additional environmental review is necessary.

C. Other Award Specific Conditions

N/A

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be

consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—

(*1*) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(*2*) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(*3*) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—
Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:

a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and

b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.

2. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for

small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted

by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The

license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the

agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that

the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)
While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient.

The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

a. Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

b. Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c. Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

e. Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found

at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers
There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders (SO) found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO

on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs

04-00811 Upper Sullivans Canyon Property Acquisition — Chino Valley, Yavapai, AZ

Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) grant number 04-00811, Upper Sullivans Canyon Property Acquisition. The project statement of work is as follows: The recipient, Arizona Department of Parks, will pass through a subaward/subgrant to the subrecipient, the Town of Chino Valley, to create Upper Sullivans Canyon. This project will facilitate acquisition of 10.5 acres for outdoor recreation off Old Highway 89 between the Upper Verde River Wildlife Area and the Verde River Headwaters SP land at Sullivan Lake in Yavapai County, with coordinates of 34.8646,-112.4600 (NAD83).

Categorical Exclusion

This grant has been environmentally certified F(2) which states: **"Grants for acquisition of areas that will continue in the same or lower density use with no additional disturbance to the natural setting."**

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

HALLIE GROFF

Digitally signed by HALLIE GROFF
Date: 2026.02.23 10:46:16 -07'00'

Hallie Groff — **Date**
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Regions 6, 7, and 8

04-00811 - Upper Sullivans Canyon (Rockclimbing) Property Acquisition

Application Details

Funding Opportunity:	25008-*LAND AND WATER CONSERVATION FUND (LWCF)*
Program Area:	Land and Water Conservation Fund
Status:	Under Review
Organization:	Chino Valley, Town of

Global Budget

Scope Item #1 Staff/Personnel Costs

Staff/Personnel Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant State Request	Date	End Date
No Data for Table								

Scope Item #2 Equipment/Materials

Equipment Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant State Request	Date	End Date
No Data for Table								

Scope Item #3 Construction

Construction Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-Kind	Total Grant State Request	Date	End Date
No Data for Table								

Scope Item #4 Land Acquisition

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated Value of Land	Estimated Value of Improvements	Match In-Kind	Total Grant State Request	Date	End Date
306-40-061K	10.46	October 15, 2025	$400,000.00	$0.00	$200,000.00	$200,000.00	March 2025	March 2026

Scope #5 Engineering and Surveys

Engineering and Survey Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant State Request	Date	End Date

Engineering and Survey Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant State Request	Date	End Date

No Data for Table

Scope Item #6 Other

Other Costs Breakdown	Unit Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant State Request	Date	End Date

No Data for Table

Totals

Total Grant Request*: $200,000.00

Total Match/In-kind: $200,000.00

Total Cost: $400,000.00

Total Match Percentage: 50.00%

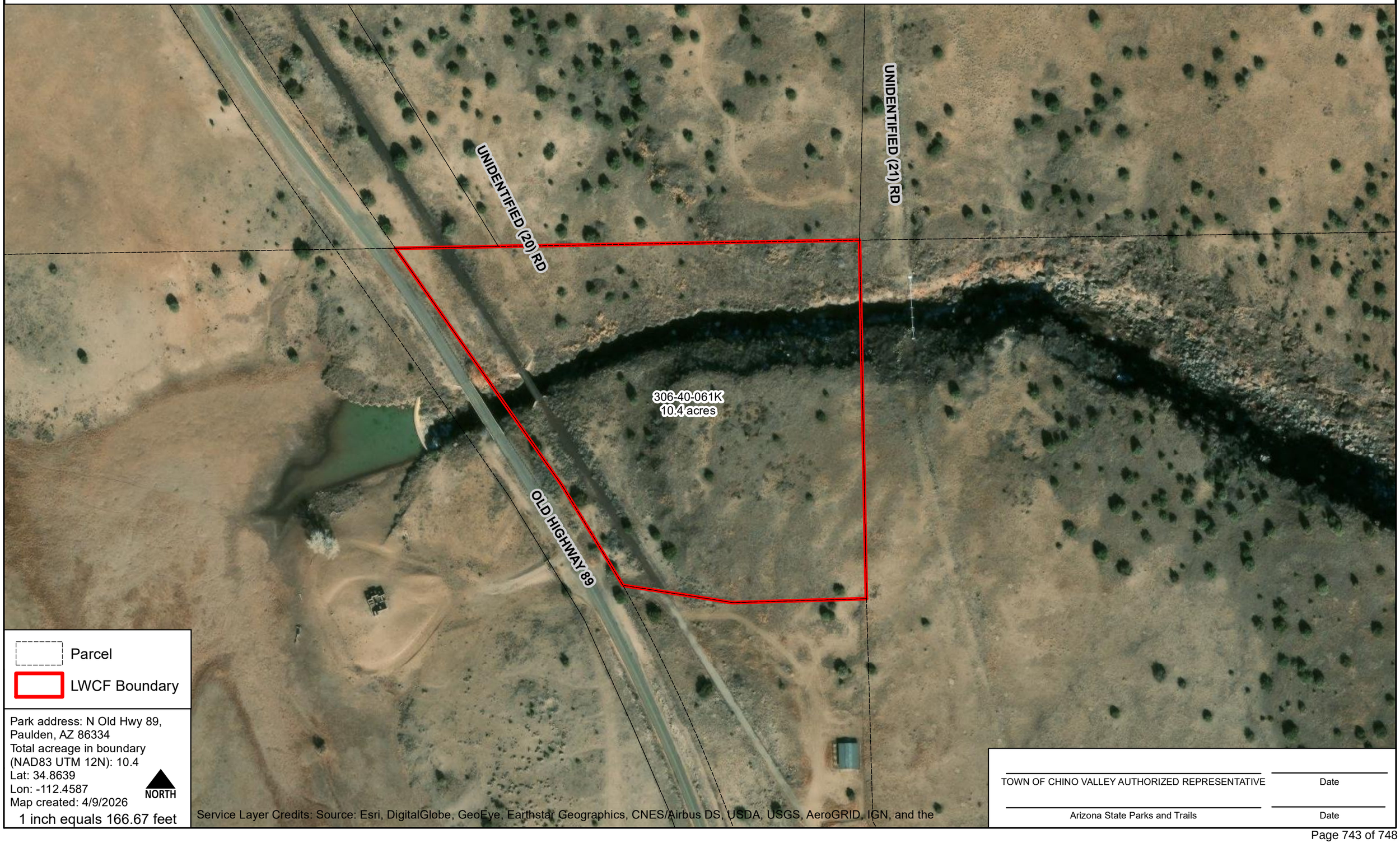
Budget Notes

Budget Notes:

Acquisition project
Upper Sullivans Canyon 10.5 acres
Uses of Funds: $400,000 to acquire property
Sources of Funds: $200,000 from stateside LWCF
Remaining $50,000 to be fundraised by Prescott Climbers Coalition and $150,000 anticipated contribution from Yavapai County

Max 1000 Characters (Not required)

LWCF Boundary Map for Upper Sullivans Canyon, Town of Chino Valley, Project #04-00811, in Yavapai County



Parcel

LWCF Boundary

Park address: N Old Hwy 89, Paulden, AZ 86334
Total acreage in boundary (NAD83 UTM 12N): 10.4
Lat: 34.8639
Lon: -112.4587
Map created: 4/9/2026

NORTH

1 inch equals 166.67 feet

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the

TOWN OF CHINO VALLEY AUTHORIZED REPRESENTATIVE — Date

Arizona State Parks and Trails — Date

TOWN COUNCIL
AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5g
MEETING DATE: 8/25/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Action Item

AGENDA ITEM TITLE:
Consideration and possible action to approve the Agreement and Joint Escrow Instructions for Yavapai County's contribution toward the Upper Sullivan's Canyon Property.

SUMMARY:
The Town of Chino Valley and the Trust for Public Land (TPL) entered into a Purchase Agreement on December 9th, 2025, for the acquisition of the Upper Sullivan's Canyon Property. The 10.46 acre property, identified as Yavapai County parcel number 306-40-061K, is being acquired by the Town for the preservation of its open space, cultural resources, and recreational value.

The total purchase price of the property is $400,000. Funding for the acquisition has been secured through a partnership among the Land and Water Conservation Fund (LWCF), Yavapai County, and the Prescott Climbers Coalition. The LWCF grant provides $200,000 toward the acquisition, Yavapai County has committed $150,000, and the Prescott Climbers Coalition has committed the remaining $50,000. The Town is not contributing funds toward the $400,000 purchase price. Due to the time required to complete the state and federal LWCF grant processes, TPL agreed to facilitate the purchase in advance of the grant funding disbursement to ensure the property remained available for acquisition. In a separate action on the agenda, the LWCF Grant Agreement is also before Council for consideration, and upon execution of the Grant Agreement and completion of the required processes, the grant funds may be disbursed toward the acquisition.

On August 19, 2026, the Yavapai County Board of Supervisors will approve a $150,000 contribution toward the purchase of the Upper Sullivan’s Canyon Property.

The Agreement and Joint Escrow Instructions presented to Council establish the terms under which the County's contribution will be deposited into escrow. Under the Agreement, Yavapai County will deposit $150,000 into escrow not less than 24 hours prior to closing. Upon closing, the Town will acquire full ownership and control of the property, and Yavapai County will retain no ownership interest in the property. The Agreement also protects the County's contribution should the acquisition not be completed. If the Purchase Agreement is canceled or the transaction does not close for any reason after the County's funds have been deposited into escrow, the County is entitled to a full refund of its $150,000 contribution.

PREVIOUS ACTION:
On April 8, 2025, the Town entered into an agreement with the Trust for Public Land to pursue Land and Water Conservation Fund grant funding for the acquisition and preservation of the Upper Sullivan’s Canyon Property.

On December 9, 2025, the Town entered into a Purchase Agreement with the Trust for Public Land establishing the terms under which ownership of the property would ultimately transfer to the Town.

STAFF RECOMMENDATION:
Approve the Agreement and Joint Escrow Instructions for Yavapai County's contribution toward the Upper Sullivan's Canyon Property.

FISCAL IMPACT?
Yavapai County will contribute $150,000 directly into escrow toward the $400,000 acquisition of the Upper Sullivan’s Canyon property. The County contribution represents a portion of the required non-federal match for the $200,000 Land and Water Conservation Fund grant and will not be received or expended by the Town. Accordingly, no additional Town budget authority is required for this item.

ATTACHMENTS:

1.	Chino Valley Agreement and Escrow Instructions

AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is by and between Yavapai County, a political subdivision of the State of Arizona ("County"), and the Town of Chino Valley, an Arizona municipal corporation ("Town"). The County and the Town are the only parties to this Agreement; each, individually, is a "Party," and together they are the "Parties."

RECITALS

A. Pursuant to that certain purchase agreement by and between the Town and The Trust for Public Land, dated December 11, 2025 (the "Purchase Agreement"), the Town is acquiring the Upper Sullivan's Canyon Property, which consists of 10.46 acres of real property identified as assessor's parcel number 306-40-061K in Yavapai County, Arizona ("Subject Property"), to preserve and maintain the Subject Property as public lands for open space and general recreational purposes.

B. The County is authorized pursuant to A.R.S. § 11-935.01 to fund the acquisition of real property for the preservation of open space, which constitutes a public purpose for which public funds may be expended or advanced.

C. The total purchase price for the Subject Property is $400,000, and its appraised value is $410,000.

D. To assist in the acquisition of open space and enhance the conservation of natural and scenic resources, the County seeks to contribute $150,000 toward the Town's purchase of the Subject Property.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Introduction and Recitals**. The introduction and foregoing recitals are incorporated by reference as if set forth fully herein.

2. **Escrow.** The Parties hereby agree that the following escrow agent shall carry out escrow services in connection with this Agreement and the Purchase Agreement referenced herein ("Escrow Agent"): Empire Title Agency, 3000 W. State Route 89A, Suite 200, Sedona, AZ 86336, gmiller@ewtaz.com; escrow account number: 2845402 ("Escrow Account").

3. **County Contribution**. Pursuant to action taken by the Yavapai County Board of Supervisors at its meeting on August 19, 2026, the County shall contribute $150,000 toward the purchase price of the Subject Property. Such funds shall be deposited into the Escrow Account no less than 24 hours prior to closing, as provided herein. If either the Town or The Trust for Public Land cancels the Purchase Agreement and the County has not yet fulfilled its obligation under this Agreement, this Agreement shall be deemed canceled, and the County shall be without further obligation under this Agreement. If either the Town or The Trust for Public Land

cancels the Purchase Agreement, or if the purchase of the Subject Property does not close for any reason, after the County has transferred funds into the Escrow Account, the County shall be entitled to a full refund of its contribution toward the purchase price. The Escrow Agent shall effect such refund within five business days of the cancellation of the Purchase Agreement or the failure to close, as applicable, and upon such refund, the County shall be without further obligation under this Agreement.

4. **Ownership.** Pursuant to the Purchase Agreement, the Town shall acquire, hold, and maintain full ownership and control of the Subject Property, and the County will have no interest in or authority over it, and no authority over the Town in relation to the Subject Property. The County shall have no liability in relation to the Subject Property and will not be responsible or liable for any loss, injury, or harm resulting from activities carried out on the Subject Property, and the Town shall indemnify and hold the County harmless for, from, and against any injury, cost, liability, or expense to any person or property arising out of its acquisition or the subsequent use of the Subject Property. The County makes no representations or warranties regarding the Subject Property.

5. **Not a Joint Venture**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.

6. **Governing law**. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona.

7. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511, which are incorporated herein by reference.

8. **Legal Arizona Workers Act Compliance.** Both Parties warrant that they will, during the term of this Agreement, comply with all federal immigration laws, and with the requirements of A.R.S. §§ 23-214 and 41-4401. A breach of the foregoing warranty shall be deemed a material breach of this Agreement, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to other applicable remedies.

9. **Non-Availability of Funds**. Every obligation of the County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which the funds are available. No liability shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments as a result of termination under this paragraph.

(SIGNATURES FOLLOW)

IN WITNESS THEREOF, this Agreement is executed by the Parties and is effective as of the latest signature date indicated below.

TOWN OF CHINO VALLEY, an Arizona municipal corporation

_____ Date: _____
Tom Armstrong, Mayor

EMPIRE TITLE AGENCY

_____ Date: _____
Escrow Agent

YAVAPAI COUNTY, a political subdivision of Arizona

_____ Date: _____
L B Compton, Chair
County Board of Supervisors

ATTEST

_____
Jayme Rush, Clerk
Yavapai County Board of Supervisors