



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, JUNE 11, 2024
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. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Presentation and recognition of the 2024 Citizens Academy Graduates.
 - b. Presentation and annual update from the Chino Valley Area Chamber of Commerce.
 - c. Presentation and introduction of the recently created Chino Valley Youth Advisory Commission.
- 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 that is not on the agenda. 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 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

- 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.

- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and upcoming projects.

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

- a. Consideration and possible action to approve an Amended and Restated Solar Communities Program Agreement between APS and the Town of Chino Valley.
- b. Consideration and possible action to approve a Utility Easement for APS for the solar covered parking installation per the APS Solar Communities Agreement.
- c. Consideration and possible action to approve a Cooperative Purchasing Agreement with Empire Machinery for the purchase of a Telescopic Boom Lift in the amount of \$108,763.61.
- d. Consideration and possible action to approve Resolution No. 2024-1258, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2024/2025.
- e. Consideration and possible action to approve Resolution No. 2024-1264, approving the proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for fiscal year 2024/2025.
- f. Consideration and possible action to approve the Council Rules of Procedure and Code of Conduct.
- g. Consideration and possible action to acknowledge scrivener's correction on Council minutes dated April 23, 2024, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors.
- h. Consideration and possible action to approve the May 14, 2024, study session and regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

Recommended Action: Approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

- b. Consideration and possible action to approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for the administration of the Transportation Alternatives Grant for the Peavine Trail Extension.

Recommended Action: Approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for \$109,643, of which the Town is obligated to pay \$6,250, in addition to any cost overruns.

- c. Consideration and possible action to award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

Recommended Action: Award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

- d. Public hearing, consideration, and possible action to approve Ordinance No. 2024-944 to rezone approximately six acres of land from Industrial (I) to Commercial Light (CL) at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

Recommended Action:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Ordinance No. 2024-944

- e. Public hearing, consideration, and possible action to approve Resolution No. 2024-1261, approving conditional use permit CUP-2024-01 to allow for a contractor's yard, an existing single-family residence, and two greenhouses at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

Recommended Action:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Resolution No. 2024-1261

- f. Consideration and possible action to approve Resolution No. 2024-1256, approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

Recommended Action: Approve Resolution No. 2024-1256 approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

7. ADJOURNMENT

Dated this 4th day of June, 2024.

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.

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

Chino Valley 2024 Citizens Academy Graduating Class

**Clay Camero
Veronica Camero
Amber Caulkins
Deborah (Debbie) Davis
Donna Dicola
Tony Dicola
Marcia Gore
George Hill
Kathy Hill
Cindy Horton
Ed Horton
Mark McConnell
Mya McConnell
Kathy Naifeh
Leslie Palermo
Bernard Sakowicz
Robert (Bob) Sitterly
Frank Snowney
Trina Snowney
Carol Weitkunat**



Chino Valley Citizens Academy 2024

Session 1 – Town Governance (Vice-Mayor Armstrong)

Wednesday, March 27, 5:30 – 7:30 PM, Town Hall Council Chambers

- Elected & Appointed Officials: Mayor / Manager Form of Government
- Town Management & Internal Services: Town Manager, Finance/Budget, IT
- Town Clerk

Session 2 – A Safe & Secure Chino Valley (Mayor Miller)

Wednesday, April 3, 5:30 – 7:30 PM, Police Department Training Room

**4:30 PM – Optional Tour: Police Department, 220 N State Route 89*

- Magistrate Court
- Police Services: Patrol, Investigation, Community Services, K-9

Session 3 – Strong Infrastructure Services (Councilmember Perkins)

Wednesday, April 10, 5:30 – 7:30 PM, Police Department Training Room

**4:30 PM - Optional Tour: Wastewater Treatment Facility, 2190 Rodeo Drive*

- Water
- Wastewater
- Streets
- Facilities
- Fleet Services

Session 4 – Building a Great Chino Valley (Councilmember Granillo)

Tuesday, April 16, 5:30 – 7:30 PM, Town Hall Council Chambers

- Development Services
- Economic Development & Tourism
- Human Resources

Session 5 – Planning for Long-Term Needs (Councilmember Phillips)

Wednesday, April 24, 5:30 – 7:30 PM, Town Hall Council Chambers

- Engineering
- Capital Improvement Program (CIP)
- Water Resources

Session 6 – Quality of Life Services (Councilmember Schacherer)

Wednesday, May 1, 5:30 – 7:30 P, Library & Senior Center

- Library Tour & Presentation (*Start in Library Meeting Room*)
- Senior Center & Dinner / Presentation (*Walk to Senior Center*)
- Recreation & Aquatics / Aquatics & Parks Maintenance

Session 7 – Community Partners (Councilmember McCafferty)

Wednesday, May 15, 5:30 – 7:00 PM, Yavapai Community College

- YCC-Chino Valley Campus
- Chamber of Commerce
- Historical Society

Graduation Ceremony:

Tuesday, June 11, 6:00 PM - Town Hall Council Chambers

Town Council Meeting





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2c
MEETING DATE: 6/11/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Presentation and introduction of the recently created Chino Valley Youth Advisory Commission.

SUMMARY:

The Chino Valley Youth Advisory Commission (CVYAC) is a leadership opportunity for high school students to learn about our community and provide valuable feedback to elected leaders. Participants are asked to volunteer in a variety of capacities as well as assist the Chino Valley Town Council in identifying and finding solutions to topics impacting our residents.

CVYAC provides input to the Mayor and Town Council regarding youth issues and related matters to the town. CVYAC is a year-long program where students interact with the Mayor, Town Council and staff to learn the ins and outs of town government. Members will hold their own monthly meetings, participate in community service opportunities and events, tour town departments and projects, and research current town issues.

The first year is a pilot year to get the program growing. During the first year, we expect the program to evolve with youth input.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 6/11/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager, Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve an Amended and Restated Solar Communities Program Agreement between APS and the Town of Chino Valley.

SUMMARY:

At the July 11, 2023, Town Council Meeting, Mayor and Council approved the APS Solar Communities Program Agreement for APS to construct solar-covered parking at the Town Hall / Police Department campus. The APS Solar Communities Program was developed by APS to achieve their vision of creating a sustainable energy future for Arizona while serving its customers with clean, reliable, and affordable energy. The program provides free solar-covered parking structures that will be owned and maintained by APS for 20 years. In return, APS provides a bill credit to the customer. For government & municipal customers, the bill credit is based on the size of the system installed at the location. This bill credit is applied every month once the site has become operational. This Amended and Restated Agreement updates Item 1 on page 1 from approximately 175 kWAC to approximately 162.5 kWAC and updates the monthly revenue from \$437.50 to \$406.25. This reduction is due to the reduction in the number of covered parking spaces available for solar placement. Also note, in a separate item on tonight's agenda, Council is being asked to approve the Utility Easement related to this project.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Amended and Restated Solar Communities Program Agreement between APS and the Town of Chino Valley.

FISCAL IMPACT?

The funding source is APS and the Town will receive a monthly incentive credit of \$406.25 for participation in the program.

ATTACHMENTS:

1.	APS SCP Amended and Restated Agreement
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**APS Solar Communities Program Agreement
Rural Government Municipality
(Amended and Restated February 27, 2024)**

This Amended and Restated Agreement is entered into as of _____, 2024, by and between Arizona Public Service Company, an Arizona corporation (“APS”), and TOWN OF CHINO VALLEY, a rural government. APS and TOWN OF CHINO VALLEY may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Parties entered into that certain APS Solar Community Program Agreement on June 20, 2023.
- B. The Parties desire to amend and restate that agreement by approving and executing this Amended and Restated Agreement.
- C. By Decision No. 76295 (August 2017), the ACC approved a program now known as the APS Solar Communities Program (the “Program”). APS is implementing the Program for utility-owned solar distributed generation on covered parking at the TOWN OF CHINO VALLEY listed above.
- D. “System” is defined as a solar photovoltaic generation Facility.
- E. APS will install and, for a period of 20 years, own and operate Systems at the TOWN OF CHINO VALLEY.
 - A. After the 20 years, the following options would be available to the Town of Chino Valley:
 - i. APS will remove the structures and put back to reasonable original condition prior to install at our cost
 - ii. Potentially Town of Chino Valley would be able to take over system, at their cost to retrofit and maintain (depending on the inspection of the equipment)
 - iii. Potentially APS would extend program term past 20 years
- F. TOWN OF CHINO VALLEY desires to have a System installed on its property and will comply with the terms and conditions set forth below.
- G. “Rural Government” means rural Arizona incorporated cities and towns with populations of less than 150,000 not contiguous with or situated within a Metro Area.

The parties agree as follows:

1. APS will install an approximately 162.5 kWAC System on property owned by TOWN OF CHINO VALLEY and located at 202 State Highway 89, Chino Valley, AZ 86323 (the "Property"). APS will own, operate and maintain the System.
2. APS will pay all costs associated with the installation, ownership, operation and maintenance of the System.
3. APS will install the lighting fixtures attached to the parking structure and will be responsible for the operation and maintenance of the lighting fixtures for the first 3 years. TOWN OF CHINO VALLEY acknowledges, however, that APS's inspection of the lighting fixtures will only occur once annually and that TOWN OF CHINO VALLEY is responsible, during its routine maintenance of its property, for notifying APS if it observes that the lighting is off or not working. Following the 3 year period, TOWN OF CHINO VALLEY shall be solely responsible for the installation, operation, and maintenance of the lighting fixtures.
4. TOWN OF CHINO VALLEY desires to participate in the APS Solar Communities program and agrees to allow APS to install, own, operate and maintain the System at the Property for the purpose of generating electricity that will be delivered to the APS grid. TOWN OF CHINO VALLEY agrees to reasonably cooperate with APS, APS's installer, and any subcontractor in order to facilitate timely installation of the System.
5. TOWN OF CHINO VALLEY will grant APS a 20 year easement in the form attached to this agreement as Exhibit A, on the Property for the purpose of installing, owning, operating and maintaining a System.
6. Property Ownership Transfers. The agreement will run for a term of 20 years from the date the solar array is installed. At the end of this agreement, APS will remove the solar array at its cost. If the ownership of the property changes, through a sale or otherwise, the subsequent property owner may elect to execute this same agreement in their name. If the subsequent property owner decline participation in the program, APS will remove the solar array at its cost. Either APS or the property owner may terminate this agreement with a 90 day written notice. Upon termination by either party, APS will remove the solar array at its cost and the bill credit will no longer be paid.
7. In exchange for the installation of the System, for so long as this agreement is in effect, TOWN OF CHINO VALLEY will receive a monthly incentive of \$406.25 for the participation in this Program.
8. The Parties agree that APS may need to disclose the information in connection with its regulatory filing or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Information to the ACC, or any employee, staff member, consultant, or agent thereof, it shall give TOWN OF CHINO VALLEY prompt prior written notice of its intention so that TOWN OF CHINO VALLEY may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, TOWN OF CHINO VALLEY waives APS' compliance with the terms hereof

with respect to such information. Nothing herein shall be deemed to permit TOWN OF CHINO VALLEY to disclose the Information to the ACC, or any other party, unless such disclosure is otherwise permitted herein. The Parties understand and agree that TOWN OF CHINO VALLEY is subject to Arizona's Public Records Law and TOWN OF CHINO VALLEY may not keep information related to this Agreement confidential unless explicitly authorized by Arizona's Public Records Law.

- 9. This Agreement shall become effective upon execution by both Parties.
- 10. This Agreement is a binding contract. To the extent that either Party incurs any costs in connection with this Agreement or the subject matter hereof, such costs shall not be reimbursable by the other Party.
- 11. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
- 12. Either APS or the TOWN OF CHINO VALLEY may terminate this agreement upon providing 90 days' advance written notice to the other party. Upon termination by either party, APS will remove the solar array at its cost. As of the effective date of the termination, APS will no longer pay the monthly incentive to the TOWN OF CHINO VALLEY and APS' easement shall terminate. Upon termination of the agreement, APS agrees to promptly execute all documentation necessary to terminate APS' easement.
- 13. All notices under this Agreement shall be provided to Parties as follows:
 - a. TOWN OF CHINO VALLEY:
 - i. TOWN OF CHINO VALLEY REPRESENTATIVE
 - b. APS:
 - i. aps.com/solarcommunities
- 14. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all other oral or written representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective authorized representatives as of the date first set forth above.

ARIZONA PUBLIC SERVICE COMPANY

APPROVED AS TO FORM:

By: _____

Town Attorney

Signature: _____

Date: _____

TOWN OF CHINO VALLEY

By: _____
Jack W. Miller - Mayor



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 6/11/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager, Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Utility Easement for APS for the solar covered parking installation per the APS Solar Communities Agreement.

SUMMARY:

At the July 11, 2023, Town Council Meeting, Mayor and Council approved the APS Solar Communities Program Agreement for APS to construct solar-covered parking at the Town Hall / Police Department campus. At the meeting, staff informed Council we would return at a later time for approval of a Utility Easement necessary for this project. The APS Solar Communities Program was developed by APS to achieve their vision of creating a sustainable energy future for Arizona while serving its customers with clean, reliable, and affordable energy. The program provides free solar-covered parking structures that will be owned and maintained by APS for 20 years. In return, APS provides a bill credit to the customer. For government & municipal customers, the bill credit is based on the size of the system installed at the location. This bill credit is applied every month once the site has become operational. Also note, in a separate item on tonight's agenda, Council is being asked to approve the Amended and Restated Solar Communities Program Agreement related to this project.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve a Utility Easement for APS for the solar covered parking installation per the APS Solar Communities Agreement.

FISCAL IMPACT?

None.

ATTACHMENTS:

1.	Utility Easement APS - Chino Valley
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SE 22 16N 2W
34.748730, -112.455571
306-23-047F
WA752943
JMC/MJB

UTILITY EASEMENT

TOWN OF CHINO VALLEY, a municipal subdivision of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **TOWN OF CHINO VALLEY**, a municipal subdivision of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2024.

TOWN OF CHINO VALLEY,
a municipal subdivision of the State of Arizona.

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF ARIZONA }
 } ss.
County of Yavapai }

This instrument was acknowledged before me this ____ day of _____, 2024
by _____ of **TOWN OF CHINO VALLEY**.

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

Notary Seal: _____
Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY AS RECORDED IN DOCKET 4671, PAGE 122, YAVAPAI COUNTY RECORDERS OFFICE, YAVAPAI COUNTY, ARIZONA

That portion of the Southeast Quarter of Section 22, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, in the Town of Chino Valley, County of Yavapai, State of Arizona, described more particularly as follows;

Commencing at the South quarter corner of said Section 22, being marked by a 3-inch diameter brass cap monument;

Thence N02°17'59"E (Basis of Bearings for this description), (N01°50'50"E Record) along the North-South mid section line of said Section 22, a distance of 938.43 feet (938.44 feet Record) to the Northwest corner of the land described as Exception Tract B in deed to the Yavapai County Community College District recorded in Book 4275, Page 94 of Official Records, in the office of the Recorder of said County, said point being marked with a ½ inch diameter rebar capped LS 12005, and being the TRUE POINT OF BEGINNING;

Thence continuing N02°17'59"E (N01°50'50"E Record) along said North-South mid section line, a distance of 384.44 feet (384.42 feet Record) to the Northwest corner of the land described in said deed recorded in Book 4275, Page 94 of Official Records;

Thence S89°58'45"E (N89°33'09"E Record) along the North line of said land, a distance of 342.52 feet (342.51 feet Record) to the Northwest corner of the land described as Exception Tract C in said deed, said point being marked by a ½ inch diameter rebar capped LS 12005;

Thence S02°59'47"W (S02°33'30"W Record) along the West line of said Tract C, a distance of 75.00 feet to the Southwest corner of said Tract C;

Thence S89°58'45"E (N89°33'09"E Record) along the South line of said Tract C, a distance 277.23 feet to the Westerly right-of-way of State Highway 89 as described in Book 340, Page 46 of Official Records of said County;

Thence S02°59'47"W (S02°33'30"W Record) along said right-of-way, a distance of 308.85 feet (309.06 feet Record) to the Southeast corner of said land described in deed to Yavapai County Community College District;

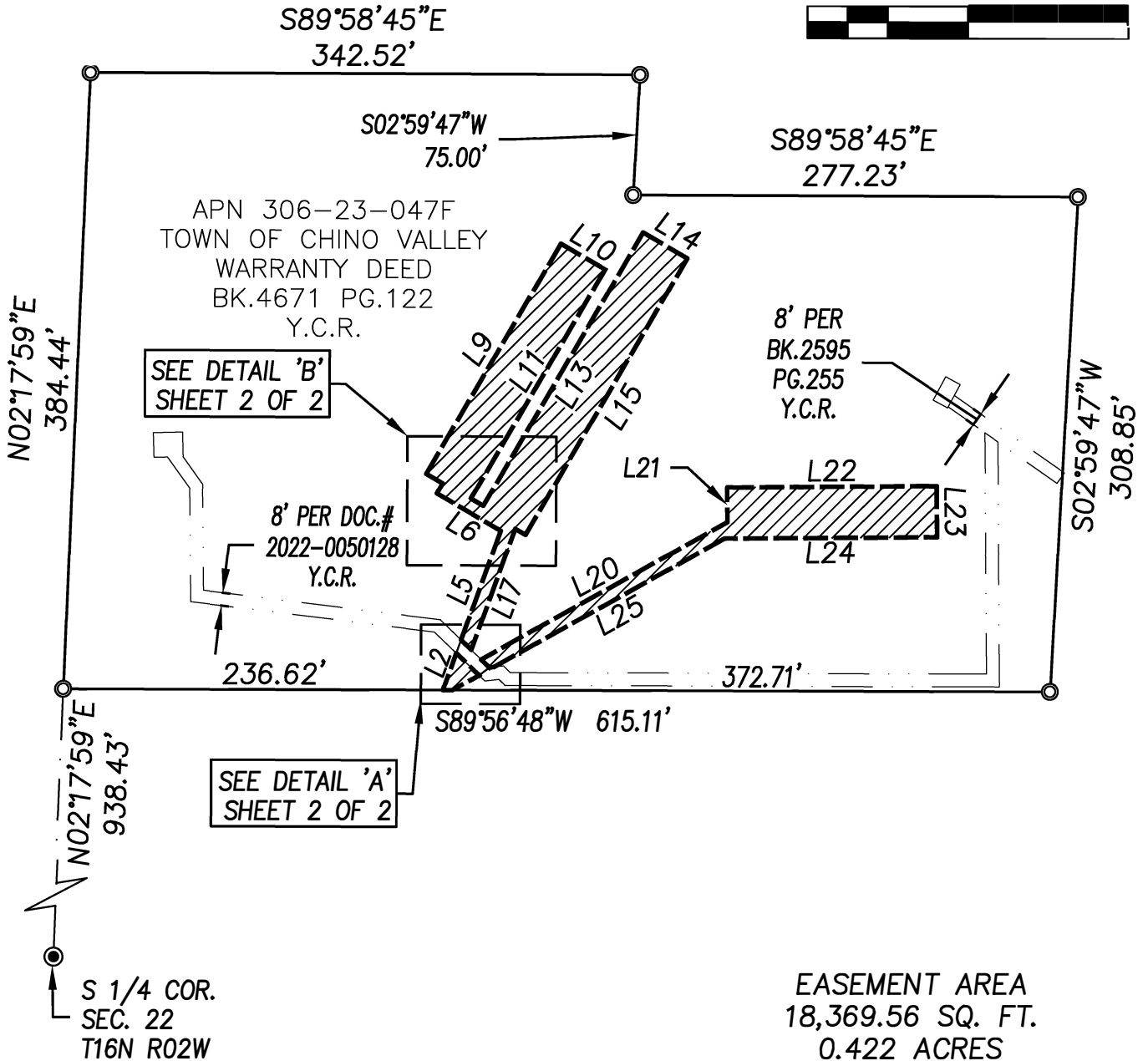
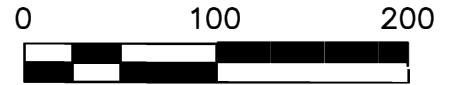
Thence S89°56'48"W (S89°29'55"W Record) along the South line of said land, a distance of 615.11 feet (615.16 feet Record) to the TRUE POINT OF BEGINNING.

Said land also shown on Record of Survey Plat recorded in Book 175, Page 63 of Land Surveys, in the office of the Recorder of said County.

EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.



LEGEND

- SECTION CORNER
- PARCEL CORNER
- PARCEL BOUNDARY
- ▨ PROPOSED EASEMENT AREA
- APS EASEMENT AS NOTED
- MATHEMATICAL TIE

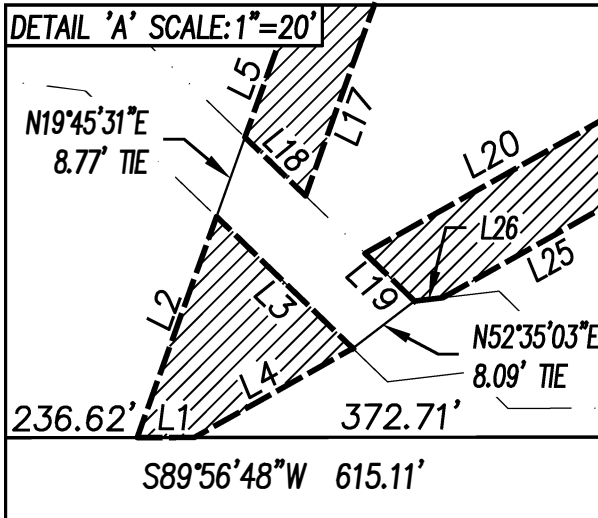


S 1/2 SEC. 22 T 16N R 02W
 SURVEY FERGUSON LAND SERVICES
 DRAWN: AJJ VERSION: 3
 DATE: 2-6-24 JOB NO. WA752943
 SCALE: 1"=100' SHEET: 5 OF 6

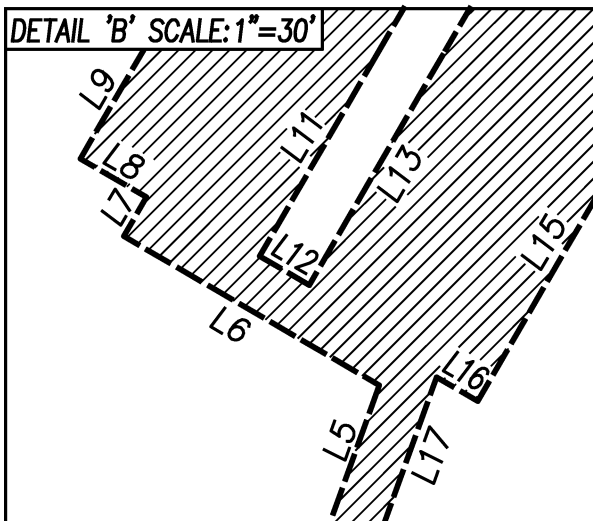
EXHIBIT "B"

ARIZONA PUBLIC SERVICE COMPANY

SKETCH SHOWING THE LOCATION AND
LIMITS OF UTILITY EASEMENT.



L#	BEARING	DISTANCE
L1	S89°56'48"W	5.96'
L2	N19°45'31"E	24.42'
L3	S46°01'13"E	19.73'
L4	S60°39'36"W	18.92'
L5	N19°45'31"E	72.35'
L6	N59°44'25"W	46.19'
L7	N30°09'39"E	7.05'
L8	N59°50'21"W	11.92'
L9	N30°09'39"E	166.15'
L10	S59°50'21"E	31.84'
L11	S30°09'39"W	165.23'
L12	S59°44'25"E	8.97'
L13	N30°07'04"E	197.18'
L14	S59°52'56"E	31.84'
L15	S30°07'04"W	199.64'
L16	N59°52'56"W	7.43'
L17	S19°45'31"W	80.16'
L18	N46°01'13"W	8.77'
L19	N46°01'13"W	7.16'
L20	N60°39'36"E	175.72'
L21	N00°35'54"W	21.66'
L22	N89°24'06"E	130.62'
L23	S00°35'54"E	31.84'
L24	S89°24'06"W	132.54'
L25	S60°39'36"W	164.35'
L26	S83°14'15"W	2.96'



LEGEND

- SECTION CORNER
- PARCEL CORNER
- PARCEL BOUNDARY
- ▨ PROPOSED EASEMENT AREA
- APS EASEMENT AS NOTED
- MATHEMATICAL TIE



S 1/2 SEC. 22 T 16N R 02W
 SURVEY FERGUSON LAND SERVICES
 DRAWN: AJJ VERSION: 3
 DATE: 2-6-24 JOB NO. WA752943
 SCALE: VARIES SHEET: 6 OF 6



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 6/11/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Empire Machinery for the purchase of a Telescopic Boom Lift in the amount of \$108,763.61.

SUMMARY:

Staff recommends the purchase of a telehandler/man-lift as lifting needs are increasing within the Town. The primary purpose of the lift is that of a man-lift. The primary users of the lift will be the Parks Department. The lift is needed for maintenance of lighting, tree trimming, and other needs. As building heights in the Town inventory increase, the need to lift for maintenance also increases.

This unit can also serve as a light-duty telehandler. By using the fork attachments, divisions such as utilities and fleet can use it for lifting items such as barrels of polymer, oil, etc. Although it won't be capable of extremely heavy lifting, the compromise to serve as a man-lift is more than adequate for most of the Town's needs. In the event a heavy telehandler is needed, the Town can use fork attachments on the backhoes, the loader, or could rent a heavy-duty telehandler, as heavy lifting is rarely needed.

PREVIOUS ACTION:

This item is included in the annual budget.

STAFF RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Empire Machinery for the purchase of a Telescopic Boom Lift in the amount of \$108,763.61.

FISCAL IMPACT?

Available budget: Capital Asset Replacement Fund - Telehandler	\$100,000.00
Available budget: Capital Asset Replacement Fund - Available remaining budget from other vehicle purchases	8,763.61
Less this approval item: Cooperative Purchasing Agreement with Empire Machinery	<u>-108,763.61</u>
Remaining budget: Capital Asset Replacement Fund - Telehandler	\$0.00

ATTACHMENTS:

1.	AGR - CPA - Empire Machinery - Telescopic Boom Lift
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2.	Exhibit A - Tucson Contract
3.	Exhibit B - Quote - Telescopic Boom Lift
4.	Town of Chino Valley Omnia Partners Member Number

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of June 11, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Empire Southwest, LLC, a Delaware limited liability company dba Empire Machinery (the “Vendor”).

RECITALS

A. After a competitive procurement process, the City of Tucson, in partnership with OMNIA Partners, entered Contract No. 212816-01, effective October 3, 2022, as amended by Contract Addendum No. 1, dated August 25, 2023 (the “Tucson Contract”), for the purchase of heavy equipment, parts, accessories, supplies, and related services. A copy of the Tucson 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 such equipment and services under the Tucson Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter this Agreement to (i) acknowledge their cooperative contractual relationship under the Tucson Contract and this Agreement, (ii) establish the terms and conditions by which the Vendor may provide the Town with heavy equipment, parts, accessories, supplies, and related services, as more particularly set forth in Section 2 below (the “Equipment and Services”), and (iii) set the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment 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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 2, 2024 (the “Term”), unless terminated as otherwise provided in this Agreement or the Tucson Contract. The terms and conditions of the Tucson Contract are incorporated herein and shall survive the termination or expiration thereof.

2. Scope of Work. The Vendor shall provide to the Town the Equipment and Services under the terms and conditions of the Tucson Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement and/or the Tucson Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment or Services, the Town may elect to do either of the following by written notice to the Vendor: (A) waive the non-conformance or (B) bring Equipment or 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 \$108,763.61 for Equipment and Services at the unit rates set forth in the Tucson Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Equipment and Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) document the Equipment and Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the Tucson Contract will be subject to rejection and may be returned.

6. Safety Plan. The Vendor shall provide the Equipment and Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Vendor's sole determination, the Equipment and Services to be provided do not require a safety plan, the Vendor 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.

7. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 8 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 (i) evaluation and verification of any invoices, payments or claims based on the Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 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.

8. 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.

9. 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 for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

11. 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.

12. 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.

13. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the Tucson Contract, including any amendments, the Quote, and invoices, then the documents shall govern in that order. 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 Tucson 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 Tucson 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

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

15. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

16. 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:

Empire Machinery
3060 Centerpointe East Dr
Prescott, AZ 86301
Attn: Dan Allen

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.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

EMPIRE SOUTHWEST, LLC, a
Delaware limited liability company dba
Empire Machinery

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY

[Tucson Contract]

See the following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EMPIRE SOUTHWEST, LLC, DBA EMPIRE MACHINERY

[Quote]

See the following pages.

Contract # 212816-01

Heavy Equipment, Parts, Accessories, Supplies and Related Services

Caterpillar, Inc.

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Negotiation Confirmation Letter

(BAFO) – Price Page

Negotiated Exceptions

Request for Clarifications

Offer and Acceptance

Caterpillar, Inc. - Response to RFP 212816

Caterpillar, Inc. Insurance Documents

Caterpillar, Inc. and OMNIA Partners

National Cooperative Agreement

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Negotiation Confirmation Letter



September 6, 2022

Sent via email, this day

Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavelka_tirena_l@cat.com

Subject: Request for Proposal No. 212816 -Heavy Equipment, Parts, Accessories, Supplies and Related Services
Negotiation Confirmation Letter

Dear Ms. Tirena Pavelka:

Based on previous responses, discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, **Caterpillar, Inc.**, must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and **Caterpillar, Inc.**, with regard to Request for Proposal No. 212816 and incorporates the documentation as delineated in the following order of precedence.

Order of Precedence:

The following documents comprise the order of precedence of the executed contract.

- Item 1. Negotiated Confirmation Letter, dated September 6th, 2022.
- Item 2. Caterpillar Inc., Intent to Negotiate and BAFO response and email and attachments, dated August 17th and 23rd, 2022.
- Item 3. Caterpillar Inc., Intent to Negotiate – Exceptions response and email dated July 29th, 2022.
- Item 4. Caterpillar Inc., Request for Clarifications response and email dated December 1st, 2021.
- Item 5. Caterpillar Inc., Response to Request for Proposal dated September 10th, 2021.

Your response to this letter must be received by the City's Business Services Department no later than **Friday, September 9th, 2022, 4:00 PM Local Arizona Time.**

Sincerely,

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

Concurrence: Tirena Pavelka
Tirena Pavelka, Government Sales Account Manager
Caterpillar, Inc.

Date: 9/9/2022

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

(BAFO) – Price Page

Caterpillar Cooperative Contract Discounts by Model OMNIA Partners

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Pavers

AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS13GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
306	20.00%
307	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
316	19.00%
317	19.00%
317GC	20.00%
318	16.00%

Excavators Continued

320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
336GC	16.00%
340	15.00%
349	10.00%
352	10.00%
374	10.00%

Forest Machines

538	15.00%
548	15.00%
558	15.00%
568	15.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools*

15.00%

Caterpillar Safety Services

15.00%

Technology Enabled Safety Solutions

5.00%

Technology subscriptions are discounted at 0% on all equipment
Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership rental rates

Parts & Service is discounted by the servicing dealer at local rates

* Aftermarket Worktools are CAT Worktools sold without a prime product machine purchase.

CAT Generators

Product	Minimum List Discount for OMNIA Member ¹
DG50-DG80 (G80 PGAM)	31%
DG100-DG150 (G150 PGAM)	35%
D40 – D100 (C4.4)	31%
D125 – D200 (C7.1)	35%
Olympian Gas	26%
DG175 – DG450 (G14.2 & G21.9)	26%
C4.4 GC / C7.1 GC Product	31%
C9 - 200 kW	33%
C9 – 250 - 300 kW	37%
C13 / C15 - 350 – 500kW	37%
C18 T4F	20%
C18 – 550 - 600kW	37%
C18 – 650 - 750kW	33%
C9 – C18 GC Product (250 - 600kW)	31%
C27 – 750 kW, 800kW	34%
C32 – 1000kW	34%
C32 – 1250 kW	34%
3512C- 1500kW	36%
3512C- 1750kW	34%
3516C/3516E 2000 kW	40%
3516C/3516E 2500 kW	36%
3516C/3516E 2750 kW	33%
3516 Tier 4	19%
C175-16	29%
C175-16 Tier 4	19%
C175-20	24%
Hybrid Products	19%
Tier 4 Final XQ Product XQ35, XQ60, XQ125, XQ230, XQ425 & XQ570	23%
EPIC / SCP	10%
Cat ATS ³	20%
Cat Switchgear ⁴	12%
CG132-8,-12,-16 ⁵	15%
CG170-12,-16,-20 ⁵	15%
CG260-12,-16 ⁵	15%
G3412 450-500kW	20%
G3508 / G3512	17%
G3516	17%
G3520	17%

OMNIA Partners**Allied Product Discounts Off List Price**

<u>Construction & Mining</u>	
Brand	Minimum Discount
American Compaction	7%
Arrow Material Handling	5%
Broce	7%
Crafco	3%
Diamond Mowers	10%
Dymax	8%
Enerpac	5%
Epiroc	9%
Genie	20%
HKX	5%
JLG	22%
Mega	8%
Metso	3%
Multiquip	24%
Paladin / JRB	8%
Jet-Vac	5%
Road Widener	5%
Rockland	8%
Summit	5%
TY Cushion	3%
Tink	5%
Weiler	10%
Werk-Brau	5%
Woods	11%
<u>ON- HIGHWAY</u>	
Brand	Minimum Discount
Fleming	8.40%
Load King	3%
Maintainer	6%
Murray Trailers	2%
Rackley	2%
Thunder Creek	6%
Trail King	7%
UTB	8.40%

AGRICULTURE	
Brand	Minimum Discount
Challenger	13%
Claas	6%
Gearmore	13%
Grouser	5%
Fendt	6%
Lexion	6%
Massey Ferguson	13%
Massey Ferguson	13%
Massey Ferguson	13%
Mil-Stak Inc	3%
Nikkel Iron Works	7%
Reynolds	13%
Rogator	6%
Rome Plow	13%
Schmeiser	5%
Stinger Inc.	1%
Sunflower	6%
T.G. Schmeiser	13%
Terragator	6%
Valmar	7%
Wilcox	13%
Willmar	6%
Woods	13%
POWER SYSTEMS	
Brand	Minimum Discount
ABB	5%
Active Power	2%
Allmand	18%
Asco	10%
Atlas Copco	10%
Avtron	6%
Crestchic	5%
Multiquip	7%
Progressive Solar	10%
Stamford Newage	2%
Sullair	28%
Toshiba	5%

<u>TECHNOLOGY</u>	
Brand	Minimum Discount
Caterpillar	12%
Cerragon	5%
CrewSight	5%
DJI Enterprises	0%
GCEstimator Suite	5%
Level Best	10%
Modelogix	5%
ProjectSight	5%
Prolog	5%
Quantum	8%
RADWIN	5%
Rajant	0%
RealWorks	10%
Seco	12%
Sensemetrics	5%
SitePro	12%
Spectra Precision	12%
Trimble	12%
VICO Office	5%
Winest	5%
<u>Empire Technology Companies</u>	
Allen Instruments BuildingPoint West SITECH TOPS	
<u>Renewable Energy</u>	
Brand	Minimum Discount
ABB	3%
BTC Power	3%
Fronius	4%
Satcon	3%
SMA America	4%
Sun Power	3%

Unlisted and Future Allied Products
* The following procedure will be available to add future Allied products: 1. Empire will provide a letter to the City of Tucson stating that we have become a Dealer for a new product. 2. Empire will add the product(s) to the appropriate area of the Allied list along with the stated discount off the manufacturer's list price. 3. An updated list will be sent to the City of Tucson to be added to the contract.

For emergency needs for machines or products that have to be delivered before a stated discount can be established, the following will be the discount structure for unlisted and/or future Allied products.

	Minimum Discount
All unnamed suppliers without a stated discount will receive a minimum discount of 5% off the manufacturer's list price	5%

Caterpillar OMNIA Member Discounts 2022

All Discounts listed are for "Standby Ratings only unless otherwise stated".

List Price Discount	
Stationary Diesel	
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	

350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C18, 60 HZ, 550 - 600 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18, 60 HZ, EPA Tier 4f, 455 - 500 kW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	34%
800 kW	34%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	34%
1250 kW	34%
3512C, 60 HZ, 1500 - 1750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%

2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%

G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%
500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection)	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
G3516C 60 HZ, 1500 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	15%
Each quote is custom for the specific application.	
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%

XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	12%
<i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%

Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Rubber Track used on Multi Terrain Loader, Compact Track Loader and Mini Hydraulic Excavator

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants Cat® and Yellowmark™ new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new Yellowmark rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months or 750 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber

track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks:

Allowance (%) = (1-Track hours /1000 hours) X 100

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Yellowmark rubber tracks:

Allowance (%) = (1-Track hours/750 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.

- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL www.cat.com, Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 100,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Effective with sales to the first user on or after July 1, 2021

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- HPU300 for use with 300.9D VPS
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 & 323 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 777, 785, 789, 793, 794, 795, 796, 797 and 798 Off-Highway Trucks sold in regions other than the Commonwealth of Independent States ("CIS")
- 16, 18 & 24 Motor Graders sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loaders sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, Skid Steer Loaders, and HPU300 sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines, HPU300, and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on telehandlers, compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For work tool line's quick connect/disconnect components sold on Telehandler Work Tools installed with the machine at time of sale, the warranty period is 3 months starting from date of delivery or sale to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under “Caterpillar Responsibilities.”
- Transportation costs, except as stated under “Caterpillar Responsibilities.”
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

PLEASE SEE IMPORTANT TERMS AND CONDITIONS ON PAGE 3 & 4

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629, , telephone 1 (309) 675-1000, or go to URL, www.cat.com, Find Your Dealer.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc, 100 N.E. Adams St., Peoria, IL USA 61629, Attention: Customer Service Manager, Telephone 1 (309) 675-1000. Outside the USA and Canada: Contact your Cat dealer, go to URL, www.cat.com, Find Your Dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR,

EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR
- II. PRODUCTS THAT COST AUD 100,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR

ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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INVOICE



MACHINERY

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
 PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
 FLEET DEPARTMENT-ATTENTION JIM SEEDS
 PO BOX 27210
 TUCSON AZ

SHIP TO

85726-7210

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	1
AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER		
S81214	06-12-20			10		779937		
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER		
AA	246D3 CA	KC601016				2.00 E158366		

CUSTOMER CONTACT: JIM SEEDS

EQUIPMENT SALE

CATERPILLAR MODEL 246D3 CA

246 CAB SKIDSTEER

1.0 ID NO: E158366 SERIAL NO: KC601016 56531.00
 PIN: *CAT0246DPKC601016*

1.0 .

WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP
 TRAVEL AND MILEAGE FOR 12 MONTHS

1.0 .

EQUIPMENT SALE

CATERPILLAR MODEL 68"IG BU *

SSL- GRAPPLE BUCKET

1.0 ID NO: E159492 SERIAL NO: A419CGB30054

EQUIPMENT SALE

CATERPILLAR MODEL DEBRIS KIT *

MISC ATTACHMENTS

1.0 ID NO: E159958 SERIAL NO: KIT.E159958

EQUIPMENT SALE

CATERPILLAR MODEL TURBODBRKT *

MISC ATTACHMENTS

1.0 ID NO: E159960 SERIAL NO: KIT.E159960

EQUIPMENT SALE

CATERPILLAR MODEL 246D3 CA

246 CAB SKIDSTEER

1.0 ID NO: E159956 SERIAL NO: KC601071 56531.00
 PIN: *CAT0246DVKC601071*

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

**PAY THIS
AMOUNT USD**

Remit to: EMPIRE SOUTHWEST, LLC
 PO BOX 29879
 PHOENIX, AZ 85038-9879

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

INVOICE**MACHINERY**

MESA • PHOENIX • TUCSON • KINGMAN • FLAGSTAFF
 PRESCOTT • SHOW LOW • YUMA • IMPERIAL • LAKE HAVASU

Questions: 1-800-EMPIRE1 / (480) 633-4000

SOLD TO

CITY OF TUCSON FLEET
 FLEET DEPARTMENT-ATTENTION JIM SEEDS
 PO BOX 27210
 TUCSON AZ

SHIP TO

85726-7210

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER	CLIENT ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
EMSL00061868	06-30-20	2206242	40493-13	00	G	CS2	2	2
AGREEMENT NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA	INV. SEQ. NUMBER		
S81214	06-12-20			10		779937		
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER		
AA	246D3 CA	KC601016				2.00 E158366		

1.0

WARRANTY: 36 MONTH/4000 HOUR PREMIER EPP
 TRAVEL AND MILEAGE FOR 12 MONTHS

1.0

EQUIPMENT SALE

CATERPILLAR MODEL 68"IG BU *
 SSL- GRAPPLE BUCKET

1.0

ID NO: E159957 SERIAL NO: A4201GB30087

EQUIPMENT SALE

CATERPILLAR MODEL DEBRIS KIT *
 MISC ATTACHMENTS

1.0

ID NO: E159959 SERIAL NO: KIT.E159959

EQUIPMENT SALE

CATERPILLAR MODEL TURBODBRKT *
 MISC ATTACHMENTS

1.0

ID NO: E159961 SERIAL NO: KIT.E159961

* ATTACHMENT WARRANTY: STANDARD MANUFACTURER'S

S.O.S. (SCHEDULED OIL SAMPLING) IS REQUIRED TO
 MAINTAIN WARRANTY ELIGIBILITY

TERMS: NET 10

STATE/COUNTY TAX

6896.78

CITY/OTHER TAX

2261.24

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserVICeterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	USD	
		122220.02

When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

Remit to: EMPIRE SOUTHWEST, LLC
 PO BOX 29879
 PHOENIX, AZ 85038-9879

STATEMENT



FOR INQUIRIES REGARDING THIS STATEMENT, CALL
THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE
DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	1
CUSTOMER NUMBER	STATEMENT DATE	PAGE

**TERMS: Payment is due in accordance
with the terms shown on each invoice.**

INVOICE DATE	INVOICE / DOCUMENT		REFERENCE	P.O. NUMBER	CHARGES	CREDITS
	TYPE	NUMBER				
04/01/21	EMWK	3120519	3360291	38720	859.98	516.75
04/07/21	EMWK	3122688	3367222	38720	430.63	
04/16/21	RTFR	400906	3354693 98CR #2.			
04/23/21	EMWK	3129062	3480724	38720	430.63	
05/27/21	EMRA	0282745	B7192802	38720	15,489.75	
06/03/21	EMWK	3149801	3484915	40493	7,074.60	2,253.77
06/04/21	EMWK	3150452	3491806	38720	722.11	
06/28/21	EMWK	3159315	3496434	38720	438.63	
06/28/21	EMWK	3159316	3497486	38720	263.18	
07/02/21	EMWK	3163837	3492566	40493	7,074.60	
07/19/21	EMWK	3169966	3505720	40493	11,472.62	
07/22/21	EMPC	0727957	02R083012	3491361		
08/02/21	EMWK	3178006	3501589	40493	6,802.50	
08/09/21	EMWK	3181021	3509532	38720	175.45	
08/09/21	EMWK	3181022	3509559	38720	263.18	
08/09/21	EMWK	3181023	3509637	38720	350.90	
08/11/21	EMWK	3182184	3508669	38720	1,301.70	
08/11/21	EMWK	3182185	3509920	38720	1,121.80	
08/11/21	EMWK	3182186	3510286	38720	545.69	
08/11/21	EMWK	3182187	3510770	38720	526.35	
08/11/21	EMWK	3182188	3510894	38720	438.63	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

STATEMENT



FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	2
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT		REFERENCE	P.O. NUMBER	CHARGES	CREDITS
	TYPE	NUMBER				
08/11/21	EMWK	3182189	3511554	38720	175.45	
08/11/21	EMWK	3182190	3511559	38720	175.45	
08/12/21	EMWK	3182760	3503390	38720	350.91	
08/12/21	EMWK	3182761	3506266	38720	626.97	
08/12/21	EMWK	3182762	3508655	38720	263.18	
08/17/21	EMWK	3184392	3507543	38720	1,767.80	
08/19/21	EMWK	3185065	3501747	38720	5,181.37	
08/19/21	EMWK	3185503	3510384	38720	2,137.38	
08/19/21	EMWK	3185504	3511542	38720	438.63	
08/19/21	EMWK	3185505	3511928	38720	263.18	
08/19/21	EMWK	3185506	3511931	38720	350.90	
08/19/21	EMWK	3185507	3511985	38720	175.45	
08/19/21	EMWK	3185508	3512162	38720	350.90	
08/19/21	EMWK	3185509	3512364	38720	701.80	
08/19/21	EMWK	3185510	3512474	38720	438.63	
08/19/21	EMWK	3185511	3512533	38720	350.90	
08/19/21	EMWK	3185512	3512998	38720	964.98	
08/25/21	EMWK	3187983	3515913	40493	10,890.90	
08/26/21	EMWK	3188520	3506796	38720	934.78	
08/26/21	EMWK	3188521	3511143	38720	4,869.55	
08/26/21	EMWK	3188522	3513233	38720	2,294.08	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

STATEMENT



FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	3
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT		REFERENCE	P.O. NUMBER	CHARGES	CREDITS
	TYPE	NUMBER				
08/27/21	EMWK	3189059	3514300	38720	175.45	
08/30/21	EMWK	3189703	3510054	38720	525.46	
08/30/21	EMWK	3189704	3512771	38720	1,392.32	
08/31/21	EMWK	3192233	3513623	38720	1,643.89	
09/02/21	EMWK	3193188	3514582	38720	350.90	
09/02/21	EMWK	3193189	3514626	38720	207.51	
09/02/21	EMWK	3193190	3514953	38720	757.36	
09/02/21	EMWK	3193191	3515078	38720	350.90	
09/02/21	EMWK	3193192	3518331	40493	12,781.51	
09/02/21	EMWK	3193193	3518345	40493	12,112.35	
09/02/21	EMCT	0018412	A9983157		6,358.50	
09/02/21	EMCT	0018413	B1537344		10,531.84	
09/02/21	EMCT	0018414	B4306724		3,058.60	
09/02/21	EMCT	0018415	B5202417	40493/TM&R	4,285.38	
09/02/21	EMCT	0018416	B6191611	40493/TM&R	9,910.64	
09/02/21	EMCT	0018417	B7386403	38720	450.00	
09/03/21	EMWK	3193535	3509699	40493	7,618.80	
09/03/21	EMWK	3193536	3509724	38720	1,360.60	
09/07/21	EMWK	3194161	3513753	38720	182.73	
09/07/21	EMWK	3194162	3513760	38720	186.37	
09/07/21	EMWK	3194163	3514875	38720	350.90	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

141,237.11	16,810.88	7,776.41	23,286.46	1,204.49
CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS

STATEMENT



FOR INQUIRIES REGARDING THIS STATEMENT, CALL THE EMPIRE SOUTHWEST ACCOUNTS RECEIVABLE DEPARTMENT AT (800) 367-4731 EXT. 24565.

EMPIRE MACHINERY ▪ EMPIRE RENTAL ▪ EMPIRE POWER SYSTEMS ▪ EMPIRE HYDRAULIC SERVICE ▪ EMPIRE TRANSPORT ▪ EMPIRE PRECISION MACHINING

CITY OF TUCSON
PO BOX 27210
TUCSON AZ 85726-7210

0097667	09/09/21	4
CUSTOMER NUMBER	STATEMENT DATE	PAGE

TERMS: Payment is due in accordance with the terms shown on each invoice.

INVOICE DATE	INVOICE / DOCUMENT		REFERENCE	P.O. NUMBER	CHARGES	CREDITS
	TYPE	NUMBER				
09/07/21	EMWK	3194164	3515144	38720	526.35	
09/08/21	EMWK	3194841	3509727	38720	2,191.21	
09/08/21	EMWK	3194842	3509730	38720	425.58	
09/08/21	EMWK	3194843	3509737	38720	272.11	
09/08/21	EMWK	3194844	3509742	38720	1,353.45	
09/08/21	EMWK	3194845	3509747	38720	1,428.62	
09/08/21	EMWK	3194846	3509749	38720	2,983.39	
09/08/21	EMWK	3194847	3509750	38720	2,756.89	
09/08/21	EMWK	3194848	3509753	38720	272.12	
09/08/21	EMWK	3194849	3509754	38720	680.30	
09/08/21	EMWK	3194850	3509756	38720	476.21	
09/08/21	EMWK	3194851	3509758	38720	2,108.80	
09/08/21	EMWK	3194852	3515176	38720	526.35	
09/08/21	EMWK	3194856	3515701	38720	1,080.04	
09/08/21	EMWK	3194857	3520127	38720	2,112.34	
09/08/21	EMRA	0292827	B7671401	38720	9,813.98	

ARSTAT 04/08

Remit to: EMPIRE SOUTHWEST
PO BOX 842381
LOS ANGELES, CA 90084-2381
(Please include your CUSTOMER NUMBER with your remittance.)

AMOUNT DUE	190,315.35
CREDIT BALANCE	

MONTHLY AGING OF UNPAID INVOICES OR CREDITS ON ACCOUNT

141,237.11	16,810.88	7,776.41	23,286.46	1,204.49
CURRENT	30-60 DAYS	61-90 DAYS	91-120 DAYS	OVER 120 DAYS



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

PAGE 1 OF 1	
INVOICE #	EMWK3193535
Client PO #	40493
Client #	0097667
Invoice Date	09-03-21
AGMT/PSO/WO #	3509699

EM - TUCSON

2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ

INITIAL SHIP TO

85726-7210

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	MANY	FUEL		1.0	
QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * *

INVOICE SUMMARY

* * *

THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN
BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.

EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.

*

DELIVER FUEL
28X272.10=7618.80
*

TOTAL LABOR 7618.80 *
SEGMENT 02 TOTAL 7618.80 T

LABOR INVOICE TOTAL 7618.80 *

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserVICETerms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	7618.80
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90084-2381
Page 60 of 790



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
Client #	0097667
Invoice Date	09-08-21
AGMT/PSO/WO #	3509742

2

SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
TUCSON AZ

INITIAL SHIP TO

85726-7210

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	OW7K00927	7923	12601.0	E114828
QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

THANK YOU FOR CHOOSING THE EMPIRE SERVICE
SOLUTION, WE VALUE YOUR BUSINESS. IF YOU HAVE
QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT MEGAN
BURTON AT (520) 730-4778 OR 1-800-EMPIRE1.

EMPIRE IS PROUD TO BE THE LEADING DEALER PROVIDING
SECOND LIFE AND CUSTOM MACHINE REBUILDS AT 40 TO
60% THE COST OF A NEW MACHINE.

*

CLEAN MACHINE

CLEANING FOR THE MONTH OF AUGUST 2021

*

8/2/2021 FLB 0.5 LUBE RATE
8/3/2021 FLB 0.5 LUBE RATE
8/5/2021 FLB 0.5 LUBE RATE
8/6/2021 FLB 0.5 LUBE RATE
8/9/2021 FLB 0.5 LUBE RATE
8/10/2021 FLB 0.5 LUBE RATE
8/12/2021 FLB 0.5 LUBE RATE
8/13/2021 FLB 0.5 LUBE RATE
8/16/2021 FLB 0.5 LUBE RATE
8/17/2021 FLB 0.5 LUBE RATE
8/18/2021 FLB 0.5 LUBE RATE
8/19/2021 FLB 0.5 LUBE RATE
8/20/2021 FLB 0.5 LUBE RATE
8/23/2021 FLB 0.5 LUBE RATE
8/24/2021 FLB 0.5 LUBE RATE
8/25/2021 FLB 0.5 LUBE RATE
8/27/2021 FLB 0.5 LUBE RATE
8/30/2021 FLB 0.5 LUBE RATE
8/31/2021 FLB 0.5 LUBE RATE

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	CONT'D
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90081-2381
Page 61 of 790



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

INVOICE #	EMWK3194844
Client PO #	38720
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SOLD TO

CITY OF TUCSON
ATTENTION JIM SEEDS
PO BOX 27210
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INITIAL SHIP TO

85726-7210

ORDER BY: GEORGE FREDRICKS

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	980K	OW7K00927	7923	12601.0	E114828
QUANTITY	ITEM	*NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

*

FLD LUBE - REVE	7.50 RT HOURS	1020.45
FLD LUBE - REVE	2.00 RT HOURS	272.12

TOTAL LABOR	SEG. 90	1292.57 *
-------------	---------	-----------

14.00	GREASE - LB	56.00
-------	-------------	-------

TOTAL MISC CHGS	SEG. 90	56.00 *
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SEGMENT 90 SEQNO 90 TOTAL	1348.57 T
---------------------------	-----------

STATE/COUNTY TAX	3.42 T
CITY/OTHER TAX	1.46 T

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserVICETerms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	1353.45
CREDIT AMOUNT	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 842381
LOS ANGELES, CA 90064-2381
Page 62 of 790



City of Tucson

License Certificate

Business Name and Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: NAICS Code Not Yet Assigned

Issue Date: April 22, 2021

Expiration Date: December 31, 2021

Owner:

EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2021



Non-Transferable

3006282

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2021

Please refer to license number in all correspondence.

By

Director, Business Services

ADDITIONAL SERVICES INCLUDED IN THIS RFP**Parts Pricing**

The City of Tucson's current parts pricing is available online at parts.cat.com.

Please visit this website using your Caterpillar CWS login to view the City of Tucson's parts prices.

Oil Sampling

There is no stated discount off list for this product offering. Depending on the quantity, order volume discounts may be available.

Maintenance Plans

Empire offers a variety of maintenance plans available on this contract. There is no stated discount off list for this product offering. Empire will offer the City of Tucson, and other participating agencies, any and all discounts that are available at the time we are requested to quote any and all maintenance plans. Maintenance plans need to be custom built as pricing can vary by the hours of usage, machine model, machine location and the types and quantity of fluids used.

Training – Operator and Service

Empire offers multiple training programs that can be tailored to the City of Tucson and other participating agency's needs.

There is no stated discount off list for this product offering. Empire will offer any and all discounts that are available at the time we are requested to quote any and all training programs.

Service Related Repairs/Rebuilds

All service related repairs and/or services, including rebuilds, are available on this contract.

There is no stated discount off list for this product offering. All service related repairs and/or rebuilds will be quoted utilizing any and all discounts that are available at that time.

Financing

Financing options are available on this contract. Depending on the type of financing, Empire will shop rates with a minimum of three (3) lenders to offer the best rates possible.

Telematics Installs – Subscription Fees/Software Updates/Technology Updates

Updating, and/or adding technology, fees for subscriptions, or updates is included in this contract. There is no stated discount off list for this product offering. Empire will provide quotes upon request and offer any and all discounts that are available at that time.

Transport

Empire transport has the ability to move the largest to smallest freight for the City of Tucson and other participating agencies. There is no stated discount off list for this product. Empire will apply any and all discounts on freight services at the time we are requested to quote.

New or Future Services

For any new or future service(s), that is not included in our response, we will provide the City of Tucson a written letter requesting approval to add any new services we provide. We will include a detailed description of the type of service(s) we offer, as well as any stated discounts (if applicable) that would be available to the City of Tucson and to other participating agencies.

OMNIA PARTNERS TRADEMARK LICENSE ADDENDUM

This Addendum is by and between OMNIA PARTNERS, 840 Crescent Centre Dr, Suite 600, Franklin, TN 37067 ("OMNIA") and Caterpillar Inc., having its principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, Illinois 60015, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Omnia and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to offer for sale equipment, products, and/or services to OMNIA and entities that access OMNIA'S cooperative purchasing contracts ("Contract").

OMNIA and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses, and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

A. GRANT OF LICENSE. During the term of the Contract:

1. OMNIA grants to Vendor a royalty-free, worldwide, non-exclusive, non-transferable right and license to use OMNIA's Licensed Trademarks in advertising and promotional materials for the purpose of marketing OMNIA's relationship with Vendor.
2. Vendor grants to OMNIA a royalty-free, non-exclusive, nontransferable right and license to use Vendor's Licensed Trademarks in the United States in advertising and promotional materials for the purpose of marketing Vendor's relationship with OMNIA.

C. OWNERSHIP; USE; QUALITY CONTROL.

1. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.
2. Neither Party may alter the other Party's Licensed Trademarks from the form and use guidelines provided by the other Party, and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
3. Each Party agrees to use the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

- a. attempt to register, or register any trademark, service mark, symbol, logo, get-up, or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
- b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
- c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
- d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

D. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

E. TERMINATION.

1. Contract Termination. Unless earlier terminated in accordance with this Section E, this Addendum expires immediately upon the expiration or termination of the Contract.
2. Termination for Convenience. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
3. Termination for Breach. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
4. Effect of Termination. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (except OMNIA's pre-printed catalog of vendors which may be used until the next printing). Upon termination of this Addendum, both Parties shall cease using the other Party's mark on any new advertising or promotional materials.

F. MISCELLANEOUS. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties. All other terms of the Contract remain in full force and effect, unless otherwise terminated.

OMNIA PARTNERS

By: _____

Printed Name: _____

Title: _____

Date: _____

CATERPILLAR INC.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...

Printed Name: Patrick Kearns

Title: North America Industry Manager

Date: September 10, 2021

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Negotiated Contract Exceptions

City of Tucson- RFP #212816
EXCEPTIONS REQUEST
Caterpillar Inc.
September 10, 2021
Caterpillar Response to "Intent to Negotiate Request" - dated 2/28/2022
City of Tucson Response to MS Teams meeting held on 3/25/2022
City of Tucson - all inclusive response to Caterpillar Exceptions - dated July 14, 2022
Caterpillar responses - dated July 29, 2022

B. SCOPE OF WORK

B.1.GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor or **Participating Dealer** shall provide, at no additional cost, training at initial purchase for each basic unit of equipment purchased. Training shall be supplied in one or both options as listed below. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor or **Participating Dealer**. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping.

TRAINING OPTIONS SPECIFIC TO THE CITY OF TUCSON ONLY

A) The City reserves the right to videotape the initial training at no additional cost to the City of Tucson, to be used by the City as a training tool for new City employees. The City will not transfer, share or post any material, other than for the City's internal use.

B) Initial machine delivery training will be provided at no cost to the City as indicated above. Any additional training requirements will be met by the **Participating Dealer** for an additional fee.

6. **REPAIRS:** The Contractor or a **Participating Dealer** will be responsible for transport of vehicles to and from its place of business for repairs, at no additional cost to the City, until such time as the City places the vehicle in service. Transport of the vehicle will not be delayed more than one (1) working day from the date of notification, unless both the City and the Contractor or **Participating Dealer** mutually agree to change the date of transport.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses and conformance to written specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **SERVICE AND MAINTENANCE:** Contractor or **Participating Dealer** will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714).

If warranty service is not provided on-site, the **Participating Dealer** shall be responsible for all costs, including fuel and labor of transporting vehicle(s) between the City's facility and the **Participating Dealer** service center. The method of transportation must be mutually agreed to by the **Participating Dealer** and the City prior to transport.

For service calls, the **Participating Dealer** must provide a response within 60 minutes.

B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

1.EQUIPMENT

A) Equipment and Product Availability: It is mutually agreed that not all equipment and products are available through this contract at all Participating Dealer locations. Participating Agencies will need to check with their Local Participating Dealer to see which equipment and products from this contract are available.

- 4. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that maybe incurred in fulfilling requirement(s) for the twelve (12) -month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

For the avoidance of doubt, a purchaser may request a product price page from a Local Authorized Participating Caterpillar Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by contacting Caterpillar's GCI Government Contracts group.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3.SERVICE REQUIREMENTS

1.SERVICES

- b. Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufacturer's recommended guidelines to include, but not be limited to daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance Services may also include mobile maintenance.

- i. City of Tucson Landfill Equipment under Warranty or Extended Warranty and/or Maintenance Services:** If in the event, a piece of landfill equipment goes down and the City has purchased the maintenance services from a Local Authorized Participating Caterpillar Dealer and if the failure is one that is covered under a purchased manufacturer warranty or extended warranty, and is projected to be down for more than forty-eight (48) hours by the Local Authorized Participating Caterpillar Dealer, then a loaner of comparable type will be provided at no charge to the City.
- ii. City of Tucson Loaner Landfill Equipment:** In the event, a piece of landfill equipment goes down and a piece of "loaner" equipment is available, then the City of Tucson will be responsible for the freight cost, cleaning (including the labor cost), any damage (if applicable) and fuel. If, at the time of the event, a comparable type is not available, the City of Tucson and the Local Authorized Participating Caterpillar Dealer will work together to determine the City's loaner equipment requirements, to ensure that the effect on day-day landfill operations is minimized.

NOTE: The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted/negotiated, in writing, to OMNIA Member agencies by the Local Authorized Participating

Caterpillar Dealer.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Participating Dealer: Local Authorized Participating Caterpillar Dealer (LAPCD), as per Caterpillar Subcontract Agreement, attached as Subcontract Agreement for Government and Other Cooperative Purchasing Contracts between (dealer) and Caterpillar Inc.

C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law as defined in the Standard Terms and Conditions and as applicable to the law of the State of Arizona.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor or applicable Participating Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email tax-license@tucsonaz.gov.

F. SPECIAL TERMS AND CONDITIONS

F.6. PRICE ADJUSTMENT

The City will review fully documented requests for pricing model adjustment after any Contract has been in effect for twelve (12) months, as per Section B.2.4. of this Contract.

- a) Following the initial term of the contract, the Contractor may request to implement new pricing model bi-annually, every six (6) months, during the calendar year.
- b) The Contractor and the City will mutually agree to a proposed pricing model. The Contractor will provide the City a minimum of thirty (30) days advance notice, from the proposed effective date.
- c) Any pricing model adjustments may be considered as a factor in the contract renewal/extension process.
- d) However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract unless mutually agreed by the parties or the change is not detrimental to the City.
- e) Discount structure may only be unilaterally adjusted by Contractor in the event the Contractor is making an adjustment favorable to the City.
- f) The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the Contract extension.

F.7. MODIFICATION OF TERMS

A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Participating Dealer as a condition of their intended purchase transaction. If the Participating Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

H. STANDARD TERMS AND CONDITIONS

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.30. PAYMENT

The City's preferred method of payment is via credit card. However, certain Participating Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary, or in case Participating Dealers do not accept credit card payment.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and

invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

H.42 TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty (30) days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.
- Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty 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 due or for any damages as a result of termination under this paragraph.

G. INSURANCE REQUIREMENTS

G.1.The Contractor agrees to: Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least **thirty (30) calendar** days prior to termination, cancellation, or reduction in coverage in any policy. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.8.Notice of Coverage Modifications: Any changes material to compliance with this contract in the insurance policies above shall require **thirty (30) days** written notice from the Applicable Dealer to the City of Tucson. Contractor and the Applicable Dealer, agree to make a best effort to comply with the thirty (30) day notice. Such notice shall be sent directly to the Procurement Division.

G.11. Participating Dealer: Contractor shall furnish to the City of Tucson separate certificates and endorsements for the Local Authorized Participating Caterpillar Dealer, (Empire Southwest, LLC). All coverages for the Local Authorized Participating Caterpillar Dealer shall be subject to the minimum requirements identified above.

H.20 INDEMNIFICATION

THE CITY OF TUCSON, CONTRACTOR AND PARTICIPATING DEALER EACH HEREBY WAIVE, REGARDLESS OF CAUSE, ANY CLAIM WHATSOEVER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR BUSINESS INTERRUPTION) ARISING OUT OF A BREACH OF THIS AGREEMENT BY ANOTHER PARTY OR THE RENTAL EQUIPMENT, ON ANY THEORY OF LIABILITY EVEN IF CATERPILLAR, CUSTOMER OR PARTICIPATING DEALER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Request for Clarification



Caterpillar Inc.

100 NE Adams St.
Peoria, IL 61629

December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories, Supplies and
Related Services

Dear Ms. Thompson,

Thank you for your request for clarification regarding our proposal for RFP 212816. We have engaged with the local dealer, Empire Machinery, to answer your questions as they were very specific to the Los Reales Landfill. Please find the response in the additional attachment.

As a reminder, Empire is the local dealer for the City of Tucson. The responses they have submitted may not apply to other agencies found in other local dealer territories. The answers would be specific to the needs of the local agencies and the capabilities of the local Cat Dealers.

We look forward to hearing from you as you bring your evaluations to a close.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tiren Pavelka". The signature is written in a cursive, flowing style.

Tiren Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St
Peoria, IL 61629
Pavelka_tiren_l@cat.com
309-675-1589



December 1, 2021

To: Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
City of Tucson Business Services Department

Subject: Empire Southwest, LLC – Response to Request for Clarification
Request for Proposal no. 212816 Heavy Equipment, Parts, Accessories Supplies and Related Services

Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

EMPIRE RESPONSE

With the current availability issues that all manufacturers are facing today, Empire is not able to state with 100% confidence that we can provide a rental solution, within 24 – 48 hours, for a Waste Handler Compactor, or a Waste Handler Dozer.

Typically, Empire does not stock Landfill Compactors or Waste Handler Dozers in our standard rental fleet, but that doesn't mean we don't rent Landfill Compactors or Waste Handler Dozers to our clients.

We currently own one (1) 836 size Compactor (same size as used at Los Reales Landfill) that is available to rent, but as of today it is on rent to another client. We have no Waste Handler Dozers available in stock at this time, but are actively looking for another Waste Handler Dozer to add to our inventory.

Over the last four (4) years, Empire has owned five (5) Landfill Compactors and five (5) Waste Handler Dozers that either were, or could be available, for rent to provide relief to landfills when they were in need of a rental machine.

In the event Empire does not have a waste handling machine available in stock for the City of Tucson, Empire will use every resource possible to locate a machine including, but not limited to:

- Empire will leverage every relationship we have, with other local Governmental landfill clients, and attempt to re-rent a machine from them to help provide a rental machine to the City of Tucson. We have been successful with this approach, numerous times with other Governmental agencies.
- Empire will leverage every relationship we have with other CAT Dealers, as well as other suppliers, to search for a machine to re-rent to the City of Tucson.

Empire supports the majority of landfills in Arizona and has historically been relied upon to provide the best solutions to our Governmental clients when a waste handling machine is down for repairs, or when a rental machine is needed.

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

EMPIRE RESPONSE

The cost per hour calculation is based on the machine being located at Empire's facility in Eloy, Arizona.

- 836 Landfill Compactor cost per hour, including fuel, is \$25.00 per mile
- D9 Waste Handler Dozer cost per mile, including fuel, is \$20.00 per mile

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

EMPIRE RESPONSE

Empire rental rates include these charges.

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

EMPIRE RESPONSE

The sample quote that is provided is for a machine that Empire owns. If Empire does not have a waste handling machine in stock, and locates a machine as described in the two (2) bullet points in question 1, these rental(s) will be quoted with the best rates Empire can negotiate, and could be higher or lower than a machine Empire owns.

What is not included in Empire's sample quote is, any damage, machine fuel cost, or cleaning (labor cost) of the machine before the machine is called off rent. These will only be charged if applicable and quoted after the machine is called off, or returned.

Client		CITY OF TUCSON		Rental Equipment Quote		12/1/2021			
Contact									
Phone #				http://www.empire-cat.com/rentalterms					
Location		LOS REALES LANDFILL TUCSON AZ							
Rental Sur-Charge						Sales Tax %		Tucson 8.70%	
Machine #1		CAT 836K LANDFILL COMPACTOR		Machine #2		CAT D9T WASTE HANDLER			
Notes:				Notes:					
Notes:				Notes:					
REP Charge %		Daily		Week		4/Week			
GET/Notes:		Rates		Daily		Week		4/Week	
		REP Charge							
		Hwy. Plt. 3% Fee							
		Rental Surcharge							
		Sub Total		\$13,000.00		\$30,000.00			
		Sales Tax		\$1,131.00		\$2,610.00			
		Total Cost		\$14,131.00		\$32,610.00			
Freight:		Delivery		Pickup		Total Freight			
Rates:		\$1,625.00		\$1,625.00		\$3,532.75			
Notes/Fees:									
Notes/Fees:									
ALL FREIGHT CHARGES ARE SUBJECT TO CHANGE IF EQUIPMENT REQUIRES ESCORT									
TERMS: Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the rental of any equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Terms") which are available at www.empire-cat.com/rentalterms or such other successor website at which Empire posts its Terms from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. The Terms are hereby incorporated by reference into this document. Placing a Rental Order with Empire or accepting rental equipment from Empire constitutes agreement to be bound by the Terms exactly as written. Empire Rental owns & maintains a wide variety of units from Caterpillar and other Allied Equipment Manufacturers. We also have the ability to source equipment from other dealers as needed via re-rent. All units are available for sale, lease/purchase, and short or long term rental. Empire applies up to 100% of payment on Lease Purchase items, less interest, which is based off the terms of the contract. Full lube service and fuel contracts are available on all rental units. Empire has the capacity to provide complete or partial, on site, lube & fuel service for customer owned units. Empire has a full lube service department with Caterpillar trained technicians. Full service equipment mobilization is available 24 hours a day, 7 days a week from Empire Transport. *REP (Rental Equipment Protection) will be charged at 16% of the Contract Rate if proof of Rental Equipment Insurance is not provided at rental start. Ask your Coordinator if your account has coverage. *Over-time charges additional to quote based off of rental rate divided by allowed hours. Overtime is anything over 8 hours per day, 40 hours per week, 160 hours per four weeks. *Fuel & DEF - All units leave full and must be returned full. For units returned and not full, Fuel @ \$6.50/gal & Diesel Exhaust Fluid (DEF) @ \$6.50/gal will be added by Empire at a charge per added gallon to the Client. *Rent will be charged for all equipment until a call off number is obtained by the Client. Call your Coordinator to obtain call off numbers. *Client is responsible for all G.E.T. (Ground Engaging Tools, i.e. teeth, cutting edges), tire wear, damages, abuse, daily lube, and fuel. *All quotes based on availability. This quote is valid for 30 days from the date on this quote. *Largest Caterpillar Training Facility in N. America for Required Technical Training *Field Service provided by both Rental & Field Service Departments *Re-Rent Options with other Departments and Caterpillar Dealers *Be the Best Attitude, Ensuring Quality Service and Timely Responses *Low Hour, Well Equipped, Current Model Caterpillar Equipment *State of the Art Facility to Support the Velocity of our Services									
Mesa		Apache Junction		Deer Valley		Eloy		Tucson	
Flagstaff		Yuma		Kingman		Prescott		Thatcher	
Show Low		Imperial, CA		Buckeye					
Quoted By: Dusty Watson Phone: 520-746-8270 Email: Dustin.Watson@empire-cat.com									



CITY OF
TUCSON

BUSINESS
SERVICES
DEPARTMENT

November 29, 2021

Sent via email, this day

Patrick Kearns, North America Industry Manager
Tirena Pavelka, Government Sales Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
Email: Pavalka_tirena_1@cat.com
Phone: (309) 675-1589

Subject: Request for Proposal No. 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services - **Request for Clarification**

Dear Mr. Kearns and Ms. Pavelka,

The City of Tucson has completed the initial phase of evaluation of submittals received in response to the subject solicitation. The evaluation committee requests a written response to the questions listed below, as referenced from RFP 212816.

Pursuant to Page 9 of 39, Scope of Work, Service Requirements, Services, Rental, the ability to rent heavy equipment through the manufacturer or dealer, and **pursuant to page 18 of 39, Method of Approach, Service**, provide detailed information explaining the service capabilities of your authorized dealers.

Question #1: What is the rental availability for a Waste Handler Compactor and Dozer, the same size and type of model currently used at the Los Reales Landfill, within 24 – 48 hours, upon request?

Question #2: What is the transport fee per mile, including fuel charges, to transport a Waste Handler Compactor and Dozer, to the Los Reales Landfill?

Question #3: What are the loading and unloading fees for a Waste Handler Compactor and Dozer the same size and type of model currently used at the Los Reales Landfill?

Question #4: Provide a Sample Quote which includes responses to questions 1, 2 and 3 for evaluation.

Offeror's written response to Questions 1, 2, 3 and 4 must be provided **no later than 4:00 p.m. local Arizona time, Wednesday, December 1st, 2021.** If you should have any questions regarding the items above, please contact me at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov.

Sincerely,

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer

File 212816

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Offer and Acceptance

CITY OF TUCSON
 BUSINESS SERVICES DEPARTMENT
 SHARED SERVICES PROCUREMENT DIVISION
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816

Page **90** of **91**

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
 PH: (520) 837-4134

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. [Signature includes acceptance of exceptions in attached EXCEPTIONS document.](#)

For clarification of this offer, contact:

Caterpillar Inc.
 Company Name

Name: Tirena Pavelka

100 NE Adams St
 Address

Title: Government Account Manager

Peoria IL 61629
 City State Zip

Phone: 309-675-1589

Signed by:
Patrick Kearns
 Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: Pavelka_tirena_L@cat.com

Patrick Kearns, NA Industry Manager
 Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as **Contract No.** 212816.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This 3rd day of October 2022

This 3rd day of October 2022

Regina Nassen for
 As Tucson City Attorney and not personally

Matthew Sage for
 As Director of Business Services and not personally

Contract # 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Caterpillar, Inc. – response to RFP 212816



Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629

September 16, 2021

Cynthia Thompson, NIGP-CPP, CPPB
City of Tucson Department of Procurement
Contract Officer
255 W. Alameda, 6th floor
Tucson, AZ 85701

RE: Request for Proposal Number 212816, Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc, the Cat Dealer Network and Empire Southwest, LLC dba Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #212816 from the City of Tucson. We believe the current contract, #161534, is a very successful contract for all parties: City of Tucson, OMNIA Partners and Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #212816, if awarded, has three major benefits to all parties.

- 1) Capitalizing on the momentum of Contract #161534
Contract #161534 continues to gain momentum with the Cat dealer network. We currently have solid plans in place to continue growth through the contract and look forward to continuing the same plans through RFP #212816. Our growth goals can only be reached if RFP #212816 is awarded as a single award for heavy equipment products. As a demonstration of our commitment to growing with OMNIA, we are pleased to propose an increased administrative fee versus the fee under contract #161534 (See exceptions document attached). Additionally, Caterpillar recognizes that the City of Tucson and other participating agencies will have needs outside of the range of products offered by Caterpillar and its dealer network. Therefore, a non-competitive "multi-award" is acceptable to grow the volumes of this contract.
- 2) Caterpillar's product offering far exceeds any other manufacturer
Our best professional estimate is that Caterpillar offers 142 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service The City of Tucson's and member agency's needs. The result is more revenue through the contract.
- 3) Cat Dealers have a larger infrastructure footprint
Cat Dealers have an infrastructure -- in stores and people -- greater than all our competitors combined. Cat Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/OMNIA Partners contract: 1) A nationally recognized municipality as the Lead Agency and 2) The value of a single award.

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the cooperative contract bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure adoption by new and/or existing OMNIA Partner members. Empire continues to experience an increased level of engagement with counterparts at other dealerships who request guidance and best practice suggestions.

City of Tucson Department of Procurement
September 10, 2021
Page 2 of 2

Our response includes two sources. The first is from Caterpillar Inc., prepared by the Corporate Governmental Account Team, based in Peoria, Illinois. Caterpillar's responses pertain to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory have their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States when a local agency requests to purchase from this contract. The local Cat dealer must still agree to any additional terms and conditions the member agency may still require.

The second source for our response is Empire Machinery's input. Empire approached its submission as if preparing the proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in its authorized territory. If this submission provides value, it may be used in the OMNIA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

Empire also represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. Allied products enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

In addition to our response, there are three attachments which will include: City of Tucson RFP #212816 Amendment acknowledgments, a compilation of documents that were requested in the RFP, and our exceptions request.

Thank you for the opportunity to participate in this solicitation for the City of Tucson and OMNIA Partners.

Sincerely,



Tirena Pavelka
Caterpillar Inc.
Government Sales Account Manager
100 NE Adams St.
Peoria, IL 61629
Pavelka_tirena_l@cat.com
309-675-1589

CITY OF TUCSON

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 212816

PROPOSAL SUBMISSION DEADLINE: SEPTEMBER 14, 2021, 2:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: ****ELECTRONIC SUBMITTALS REQUIRED****
<https://www.tucsonaz.gov/bso/>

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PREPOSAL DATE: TUESDAY, AUGUST 17, 2021
TIME: 12:30 P.M. – 1:30 P.M. LOCAL AZ TIME
LOCATION: [Click Here to Join Meeting](#)

Or call in (audio only)
[+1 213-293-2303,312216198#](tel:+12132932303312216198)
United States, Los Angeles
Phone Conference ID: 312 216 198#

CONTRACT OFFICER: Cynthia Thompson, NIGP-CPP, CPPB
TELEPHONE NUMBER: (520) 837-4134
Cynthia.Thompson@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received electronically by the Business Services Department at: <https://www.tucsonaz.gov/bso/> until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Offerors should ensure sufficient time to upload proposal documents. Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.**

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

PUBLISH DATE: August 10, 2021

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816

Page 2 of 91

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
PH: (520) 837-4134

REQUEST FOR PROPOSAL

Heavy Equipment, Parts, Accessories, Supplies and Related Services

- A. INTRODUCTION**
- B. SCOPE OF WORK**
- C. INSTRUCTIONS TO OFFERORS**
- D. PROPOSAL EVALUATION CRITERIA**
- E. VENDOR RESPONSE**
- F. SPECIAL TERMS AND CONDITIONS**
- G. INSURANCE REQUIREMENTS**
- H. STANDARD TERMS AND CONDITIONS**

ATTACHMENTS:

A – Exhibit B - OMNIA Partners Exhibits

Attachment A, Exhibit A - Response for National Cooperative Contract

Attachment A, Exhibit B - Administration Agreement (Example)

Attachment A, Exhibit F - Federal Funds Certifications

Attachment A, Exhibit G - New Jersey Business Compliance

B – City of Tucson - Certification of Living Wage Payments Form

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816
Page 3 of 91
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
PH: (520) 837-4134

A. INTRODUCTION

A.1. Summary

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area and Participating Public Agencies, as well as representative(s) to provide product and service consultations, demonstrations, and training.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category. The Contractor will have a sophisticated infrastructure including strategically located nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP).

A.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816

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CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
PH: (520) 837-4134

products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City anticipates spending approximately \$8.5 million over the full potential Master Agreement term for Heavy Equipment, Parts, Accessories, Supplies and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment, parts, accessories, supplies and related services purchased under the Master Agreement through OMNIA Partners is approximately \$25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

A.3. Contact Information

Cynthia Thompson, NIGP-CPP, CPPB

Principal Contract Officer

Email: Cynthia.Thompson@tucsonaz.gov

Phone: [\(520\) 837-4134](tel:(520)837-4134)

Department:

Business Services

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816
Page 5 of 91
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
PH: (520) 837-4134

B. SCOPE OF WORK

B.1. GENERAL REQUIREMENTS

1.QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and Participating Public Agencies.

2.PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency or Participating Public Agency ordering equipment with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City or Participating Public Agency of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3.DELIVERY and DELIVERY DOCUMENTATION: The City and each Participating Public Agencies will establish their own delivery schedule based upon its own requirements and the Contractor's specified time to deliver after receipt of an order. The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice
- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals
- e. Title and Registration per State requirements

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

PROPOSAL NO. 212816
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CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB
PH: (520) 837-4134

Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. TRAINING: The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. REPAIRS: The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. WARRANTIES: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Total Maintenance and Repair (TMR's) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. VENDOR SERVICE AND MAINTENANCE: Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

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9. VEHICLE RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B.2. EQUIPMENT AND PRODUCT REQUIREMENTS

- 1. EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested.

The categories include, but are not limited to, the following:

Landfill Equipment:	Loaders / Tracked
Landfill Dozers	Loaders / Wheeled
Landfill Compactors	Motor Graders
Landfill Scraper	Patcher Truck
Material Handling	Paver / Tracked
Fork Lift	Paver / Wheeled
Crane / Wheeled	Rollers / Drum / Vibrate
Crane / Track	Rollers / wheeled / Pneumatic
Construction Equipment:	Rollers / Drum / Wheeled
Air Compressor	Scrapers
Articulated Dump Truck	Skid Steer Loaders
Asphalt Cold Planer	Soil Compactors
Asphalt Rotary Mixer	Sweeper / Scrubber
Bucket Truck	Sweeper / Street
Cement Mixer	Sweeper / walkway
Chip Spreader	Telehandlers
Crack Sealer	Trailer / Tilt
Dozers / Tracked	Trailer / Flatbed
Dozers / Wheeled	Trailer / Drop Neck
Dump Trucks	Trailer / Utility
Excavators / Tracked	Trencher
Excavators / Wheeled	Water Truck
Ice Resurfacers	Water Wagon
Loaders / Backhoe / Wheeled	

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2. BALANCE OF LINE/OTHER CATEGORIES: Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for heavy equipment, parts, accessories, supplies and related services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered in the offeror's response. The City reserves the right to accept or reject any or all balance of line items offered. A successful offeror will not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be 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 this solicitation.

4. PRICING: Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Special Offers/Promotions:

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

B.3. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufacturer's recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. Warranties: The ability to provide a full range of extended warranties.

d. Lease/Financing Options: The ability to provide financing options. Identify direct or third party financing or both.

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e. Trade-In or Buyback Options: The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. Rental: The ability to rent heavy equipment through the manufacturer or dealer.

g. Incorporation of New Business Enterprises: The ability to incorporate certain business enterprises (as requested by the City or Participating Public Agencies) into your distribution, and sales channels.

h. Green/Sustainability Program:

1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. Training & Education: The ability to provide on-site and/or online training and educational programs/seminars as well as providing technical product knowledge and support.

j. Customer Support Services: The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. Other Services/Programs: Other value-add services not included in above categories.

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C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

C.2. PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

C.3. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due

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date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

C.4. AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

C.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

C.6. PREPARATION OF PROPOSAL

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

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C.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

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C.13. CERTIFICATION

By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsol> until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.16. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

C.17. WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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C.18. DISCUSSIONS

The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

C.23. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or

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C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Proposal shall be received at the Department of Business Services not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

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D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

D.2. Interviews

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

D.3. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D.4. Prior Experience

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

D.5. Multiple Awards

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

D.6. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

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E. VENDOR RESPONSE

E.1 REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. Provide a response to the national program.

- a. Include a detailed response to **Attachment A, Exhibit A - Response for National Cooperative Contract**. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Dealer Response

Empire Machinery will be providing a response to RFP #212816 on behalf of Caterpillar's Dealer network, in an effort to support the terms included herein, on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery.

- b. The successful Offeror will be required to sign **Attachment A, Exhibit B, OMNIA Partners Administration Agreement, (Example) prior to Contract award**. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
- c. Include completed **Attachment A, Exhibit F. Federal Funds Certificate and Exhibit G. New Jersey Business Compliance**.

2. Distribution Network

- a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

Caterpillar products are sold and supported by our authorized dealer network. These dealers are established, independent businesses that understand the needs of their local customers and communities. These dealers typically have most parts on-hand and the national average for 24-hour availability is 95%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

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Product support and parts availability are the hallmarks of Caterpillar’s success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

- b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat dealers are the two entities involved in providing product/services to public agencies. Transportation between facilities may be contracted out and specific details of the transportation plan can be provided upon request

- c. Provide the number, size and location of your firm’s manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	Arkansas: North Little Rock	Brazil: Campo Largo, Piracicaba
	Georgia: Athens, LaGrange	China: Suzhou, Wujiang, Xuzhou, Qingzhou
	Illinois: Aurora, Decatur, East Peoria	France: Grenoble, Echirolles
	Kansas: Wamego	Hungary: Godollo
	Minnesota: Brooklyn Park	India: Thiruvallur
	North Carolina: Clayton, Sanford	Indonesia: Jakarta
	Texas: Victoria, Waco	Italy: Minerbio
		Japan: Akashi
		Mexico: Torreon
		Netherlands: Den Bosch
		Poland: Janow, Sosnowiec
		Thailand: Rayong
		United Kingdom: Desford, Stockton

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Resource Industries	Illinois: Aurora, Decatur, East Peoria, Joliet South Carolina: Sumter Tennessee: Dyersburg Texas: Denison Wisconsin: South Milwaukee	China: Langfang, Wuxi France: Arras Germany: Dortmund, Lunen India: Hosur, Thiruvallur Indonesia: Batam Italy: Jesi Japan: Sagami-hara Mexico: Acuna, Monterrey, Reynosa Northern Ireland: Belfast Russia: Tosno Thailand: Rayong United Kingdom: Peterlee
Energy & Transportation	Alabama: Albertville, Montgomery California: San Diego Colorado: Denver Georgia: Griffin, Alpharetta Illinois: Island Lake, LaGrange, Mossville, Mapleton, Pontiac Indiana: Lafayette, Muncie Oklahoma: Broken Arrow, Sulphur North Carolina: Winston-Salem Kentucky: Decoursey, Mayfield Texas: Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	Australia: Revesby, Redbank Brazil: Curitiba, Hortolandia, Piracicaba, Sete Lagoas China: Tianjin, Wuxi Czech Republic: Zatec, Zbrak Germany: Kiel, Mannheim, Rostock India: Hosur, Aurangabad Mexico: San Luis Potosi, Tijuana Republic of Singapore: Singapore Sweden: Ockerö Islands Switzerland: Riazzino United Kingdom: Lame, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimbome

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled \$11.4B on December 31, 2020.

- d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada (see dealer map below) and 114 located outside North America.

Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

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Image: North America Dealer Network

3. Product

- a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation include but are not limited to:

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Articulated Trucks	Motor Graders
Asphalt Pavers	Off-Highway Trucks
Backhoe Loaders	Road Reclaimers
Cold Planers	Site Prep Tractors
Compactors (including landfill)	Skid Steer Loaders
Compact Track Loaders	Telehandlers
Multi-Terrain Loaders	Track Loaders
Dozers (including landfill)	Wheel Dozers
Excavators	Wheel Excavators
Forestry Equipment	Wheel Loaders
Generators	Wheel Tractor Scrapers (including landfill)

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment, as described in Caterpillar's response. Caterpillar dealers also carry non-Cat manufactured, complementary products, that are available in this bid for purchase. These products are referred to as "Allied" products. See next section for current list of Allied products.

2. Identification and description of subcategories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower, and productivity. A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste

Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications. Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment

As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain our infrastructure. We have the largest breadth of products support these applications and spend the most in research and development each year to ensure that what we sell is the best performing, most reliable, longest lived and overall best value. For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

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Technology & Solutions

Information and data are quickly becoming the new normal in heavy machine operation and maintenance. Caterpillar leads the way with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need. For more information, please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance and core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors to pavers, to cold planers to road reclaimers. For specs and detailed product descriptions, please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host machine. This will provide an even great selection of solutions. Caterpillar currently holds the market leader position in both sales and models offered with more than 1800 different work tool options currently available. For more information, please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale.

Additionally, Cat dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold to the City of Tucson as allied machines. Most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

As the table below illustrates, Caterpillar offers the largest number of individual models in the construction and governmental industry. With 241 different models, Caterpillar offers 142 more machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to a customer's specific application, in order to help achieve maximum utilization.

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Number of unique machines by Manufacturer (Excludes Mining Products)	Caterpillar	John Deere	Komatsu	Volvo	Case	Bobcat
Wheel Loaders	21	16	7	16	11	2
Motor Graders	15	8	2	0	2	0
Dozers	13	10	8	0	6	0
Excavators (not including mining)	43	22	18	21	21	11
Articulated Trucks	6	4	2	6	0	0
Backhoe Loaders	10	7	0	0	5	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	18	26	42
Skip Loaders (Industrial Class)	1	2	0	0	1	0
Landfill Compactors	3	0	0	1	0	0
Landfill Dozers	6	1	3	0	2	0
Scrap/Demo Material Handlers	7	0	4	0	0	0
Off Highway Trucks – Governmental Class	4	0	4	0	0	0
Asphalt Rollers – Governmental Class	8	0	0	11	19	0
Asphalt Pavers	8	0	0	8	0	0
Dirt Rollers and Compactors	33	0	0	4	6	0
Cold Planers	8	0	0	0	0	0
Reclaimers/Soil Stabilizers	2	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	7	0	0	0	0	0
Wheel Dozers – Governmental Class	3	0	0	0	0	0
Wheeled Excavators	8	1	0	6	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	241	83	48	91	99	55

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar does not market nor manufacture. These products are commonly referred to in the industry as “Allied Products”.

Empire Machinery, as well as the other Cat Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

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Allied Products

The Allied products that are included, but not limited to, in this RFP are:

Construction and Mining	Agriculture	Technology
Brand	Brand	Brand
American Compaction	Challenger	Caterpillar
Arrow Material Handling	Claas	Cerragon
Broce Brooms	Gearmore	CrewSight
Crafco	Grouser	DJI Enterprises
Diamond Mowers	Fendt	GCEstimator Suite
Dymax	Lexion	Level Best
Enerpac	Massey Ferguson	Modelogix
Epiroc	Massey Ferguson	ProjectSight
Genie	Massey Ferguson	Prolog
HKX	Mil-Stak Inc	Quantum
JLG	Nikkel Iron Works	RADWIN
Mega	Reynolds	Rajant
Metso	Rogator	RealWorks
Multiquip	Rome Plow	Seco
Paladin / JRB	Schmeiser	Sensemetrics
Jet-Vac	Stinger Inc.	SitePro
Road Widener	Sunflower	Spectra Precision
Rockland	T.G. Schmeiser	Trimble
Summit	Terragator	VICO Office
TY Cushion	Valmar	Winest
Tink	Wilcox	Empire Technology Companies
Weiler	Willmar	Names
Werk-Brau	Woods	Allen Instruments
Woods	Power Systems	BuildingPoint West
On-Highway	Brand	SITECH
Brand	Brand	TOPS
Fleming	ABB	Renewable Energy
Load King	Active Power	Brand
Mac	Allmand	ABB
Maintainer	Asco	BTC Power
Murray Trailers	Atlas Copco	Fronius
Rackley	Avtron	Satcon
Thunder Creek	Crestchic	SMA America
Trail King	Multiquip	Sun Power
UTB	Progressive Solar	
	Stamford Newage	
	Sullair	
	Toshiba	

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3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

Caterpillar offers a full line of work tools and attachments for the products it produces. We also have the most comprehensive line of spare parts to support current and legacy products. Note that Caterpillar does not sell equipment or services directly to end users. All products and services will therefore be provided through our North American Dealer network.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments. Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring, and more are offered by all Cat dealers. Additional services and other lines of equipment may be available depending on local dealer capabilities.

Used equipment and rental equipment is included under this contract and sale/rental prices will be quoted locally at market-competitive prices.

Dealer Response

Empire's 28 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 2,200 dedicated, tenured and committed employees
- 241 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- Over 50 Allied products that enhance production or reduce time on the job
- Over 1,500 trained service technicians
- Over 300 field service trucks
- 190+ service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives

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- \$85.2 million in parts inventory
- 158,000 parts line items in stock
- 92.5% parts fill rate over-the-counter anywhere in the State
- 97.1% parts fill rate within 24 hours, anywhere in the State
- 98.1% parts fill rate within 48 hours, anywhere in the State
- 99.3% parts filled within four (4) business days, anywhere in the State
- 96.04% over-the-counter parts availability in Mesa
- 89.96% over-the-counter parts availability in Tucson
- Over 2,400 prime units and 3,500 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 50+ heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the “success rate” are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and in print, where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have six (6) dedicated international salesmen, plus 22 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 12%-20% higher net return over a typical disposal using an auction service.

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5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit www.cat.com

Dealer Response

As previously described, Empire carries the full line of Caterpillar products. Please see the list of website links that Empire has provided for additional accessories, parts, and supplies offered:

CONSTRUCTION & MINING	
Brand	Manufacturer's website:
American Compaction	http://www.acewheels.com/
Arrow Material Handling	https://www.arrowmhp.com/
Broce	https://www.brocebroom.com/
Crafco	https://crafco.com/
Diamond Mowers	https://diamondmowers.com/
Dymax	https://dymax.com/
Enerpac	https://www.enerpac.com/
Epiroc	https://www.epiroc.com/
Genie	https://www.genielift.com/
HKX	http://www.hkx.com/
JLG	https://www.jlg.com/
Mega	https://www.megacorpinc.com/
Metso	https://www.metso.com/
Multiquip	https://www.multiquip.com/
Paladin / JRB	https://www.paladinattachments.com/
Jet-Vac	http://ring-o-matic.com/
Road Widener	https://roadwidenerllc.com/
Rockland	http://www.rocklandmfg.com/
Summit	https://www.summitrubbertracks.com/
TY Cushion	http://tycushiontire.com/
Tink	http://www.tinkinc.com/
Weiler	https://www.weilerproducts.com/
Werk-Brau	https://werk-brau.com/
Woods	https://woodsequipment.com/

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ON-HIGHWAY	
Brand	Manufacturer's website:
Fleming	http://www.flemingtrailers.com/
Load King	https://www.loadkingmfg.com/
Mac	https://www.mactrailer.com/
Maintainer	https://www.maintainer.com/
Murray Trailers	https://www.murraytrailer.com/
Rackley	http://rackleybiltcustomtrailers.com/topic1/index.html
Thunder Creek	https://thundercreek.com/
Trail King	https://www.trailking.com/
UTB	https://drakeequipment.com/
AGRICULTURE	
Brand	Manufacturer's website:
Challenger	http://www.challenger-ag.com/
Claas	https://www.claasofamerica.com/
Gearmore	https://www.gearmore.com
Grouser	https://www.grouser.com
Fendt	https://www.fendt.com/us/index
Lexion	https://www.claasofamerica.com/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Massey Ferguson	https://www.masseyferguson.us/
Mil-Stak Inc	https://www.mil-stak inc.com
Nikkel Iron Works	https://www.nikkel iron works.com
Reynolds	https://www.reynolds.com
Rogator	https://www.applylikeapro.com/
Rome Plow	https://www.romeplow.com/
Schmeiser	https://www.schmeiser.com
Stinger Inc.	https://www.stinger inc.com
Sunflower	https://www.sunflowermfg.com/
T.G. Schmeiser	https://www.t.g. schmeiser.com
Terragator	https://www.applylikeapro.com/
Valmar	https://salfordgroup.com/
Wilcox	https://www.wilcoxap.com/
Willmar	https://www.grainsystems.com/
Woods	https://www.woods.com

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POWER SYSTEMS	
Brand	Manufacturer's website:
ABB	https://electrification.us.abb.com/products/automatic-transfer-switches
Active Power	https://www.activepower.com/en-GB
Allmand	https://www.allmand.com/na/en_us/products/light-towers.html
Asco	https://www.ascopower.com/us/en/
Atlas Copco	https://www.atlascopco.com/en-us
Avtron	https://www.ascopower.com/us/en/products/load-banks.jsp
Crestchic	https://crestchic-usa.com/
Multiquip	https://www.multiquip.com/
Progressive Solar	https://www.progresssolarsolutions.com/
Stamford Newage	https://www.stamford-avk.com/
Sullair	https://america.sullair.com/en
Toshiba	https://www.toshiba.com/tic/power-electronics/uninterruptible-power-systems
TECHNOLOGY	
Brand	Manufacturer's website:
Caterpillar	https://www.cat.com/en_US/products/new/technology.html
Cerragon	https://www.ceragon.com
CrewSight	https://fieldtech.trimble.com/en/product/trimble-crewsight
DJI Enterprises	https://enterprise.dji.com/
GCEstimator Suite	https://gc.trimble.com/product/trimble-gcestimatoir
Level Best	www.levelbestgrading.com
Modelogix	https://gc.trimble.com/product/modelogix
ProjectSight	https://projectsight.trimble.com/
Prolog	https://gc.trimble.com/
Quantum	https://www.quantum-systems.com/
RADWIN	https://www.radwin.com/
Rajant	https://rajant.com/
RealWorks	https://geospatial.trimble.com/products-and-solutions/trimble-realworks
Seco	www.surveying.com
Sensematics	https://sensemetrics.com/
SitePro	www.surveying.com
Spectra Precision	www.spectralasers.com
Trimble	www.trimble.com
VICO Office	https://vicooffice.dk/en/
Winest	www.trimble.com

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EMPIRE TECHNOLOGY COMPANIES	
Name	Manufacturer's website:
Allen Instruments	https://www.alleninstruments.com/
BuildingPoint West	https://www.buildingpointne.com/
SITECH	www.sitechsw.com
TOPS	https://www.takeoffpros.com/
RENEWABLE ENERGY	
Brand	Manufacturer's website:
ABB	https://new.abb.com/ev-charging
BTC Power	http://btcpower.com/
Fronius	https://www.fronius.com/en
Satcon	http://www.satcon.com/
SMA America	https://www.sma-america.com/
Sun Power	https://us.sunpower.com/commercial-solar

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee, which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. Types of warranties available (by category or equipment).

Caterpillar Response

Caterpillar is proud to offer the most robust warranty in the industry. Our machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

Most of the new machines included under this solicitation will qualify for 12 months/unlimited hours. Some products, notably compact track loaders, mini excavators, and skid steer loaders qualify for 24 months/2000 hours.

Two examples of typical warranty statements are attached to this proposal in the ATTACHMENTS section of this RFP.

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Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- **Caterpillar Standard Warranty** - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- **Caterpillar Extended Warranty** – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- **Powertrain Only** – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- **Powertrain and Hydraulics** – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- **Premier** – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

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Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

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View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category * Represents items typically <u>excluded</u> by most other manufacturer's warranties, but <u>are included</u> * under Caterpillar's warranty coverage.			
Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	Powertrain	Powertrain + Hydraulics	Premier
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓

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Linkage/Lines Connected to Hystat Pump	**		✓	✓
Drive (pilot/eh) Control Valves	**	✓	✓	✓
Senders/Sensors	**		✓	✓
Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		Powertrain	Powertrain + Hydraulics	Premier
Differentials		✓	✓	✓
Hydraulic Systems		Powertrain	Powertrain + Hydraulics	Premier
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		Powertrain	Powertrain + Hydraulics	Premier
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		Powertrain	Powertrain + Hydraulics	Premier
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. Description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Caterpillar Dealers, the organization that knows the customer best. They are best positioned to see that the customer receives outstanding service for their warranty repairs. With an outstanding reputation for fairness, regardless of warranty limits, with the backing from the world leading manufacturer of construction equipment, the customer has every reason to feel secure in the value of their purchase.

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Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. Description of your policy addressing warranty issues related to:
- i. Major Component Failures
 - ii. Engineering Deficiencies
 - iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer the most robust warranty in the industry.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

If there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the cause of failure. Should the cause be determined to be design or manufacturing related, the customer, dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

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Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted.

Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Warranty repairs may be performed in the field by Empire's highly trained field service technicians (travel charges may apply).

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

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Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owner expects all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

- c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Tirena Pavelka
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8224
Cell: 520-330-8612
Email: shane.frazee@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: ty.robertson@empire-cat.com

- d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics, and Premier. In addition, Caterpillar offers a Pro extended warranty for Motor Graders only. Customization of Extended Protection Plans is possible.

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Costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Cat Dealers are independently owned businesses with widely varying geographic territories, the actual costs associated to supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction because of this contract taking place.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model by model, term and hour specified basis.

- e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations; Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2020, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 21st time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i, Tier 4 Final, and future emissions requirements since the Federal regulations were implemented. Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

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As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, in the event of an unexpected supply disruption from Caterpillar, Empire owns and operates two (2) DPF cleaning machines at our Phoenix store.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

- f. Submit all information that will aid the City in evaluating your proposal.

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669



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4. Service

- a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar will ensure that dealer has access to Owinging & Operating Manuals, Service Manuals, Parts Books, Disassembly & Assembly instructions and that their service technicians are properly trained on maintenance and repair procedures.

Every dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provided detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar leads the industry in offering outstanding product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce downtime and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

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Caterpillar's North American dealer network currently employs over 59,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over \$75 Million annually in technician, parts counter, and product support representative training. Over the last 96 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

U.S. Dealer Locations

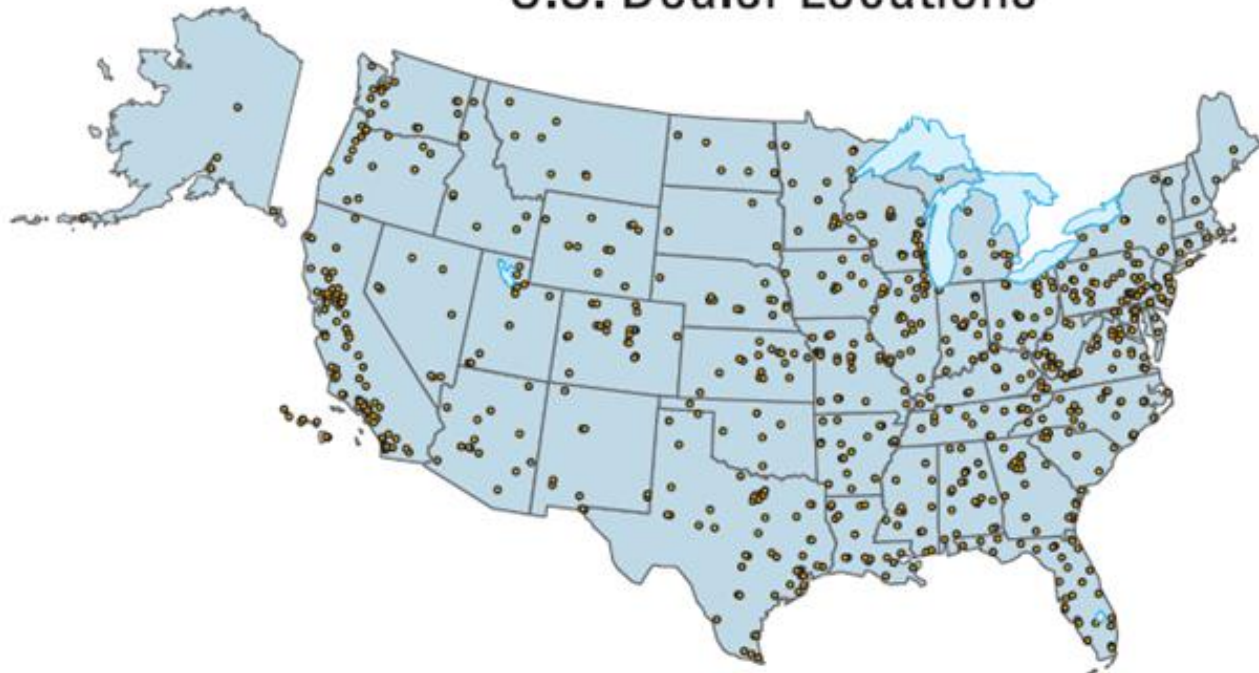


Image: US Dealer Locations

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Dealer Response

Empire has 22 stores that are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

Empire Locations	Telephone	Address	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye (Agriculture)	623-925-3020	26403 MC 85	85326
Buckeye (Rental)	623-474-0840	25630 W. Durango St.	85326
Casa Grande (Agriculture)	520-374-3500	8901 W. Highway 287	85194
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 Rutherford St.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa (Headquarters)	480-633-4421	256 W. Juanita Ave.	85210
Mesa (Training Institute)	480-633-4363	1855 S. MacDonald	85210
Mesa (Hydraulic Service)	480-633-4700	1835 S. MacDonald	85210
Mesa (Precision Machining)	480-633-4425	41 W. Iron Ave.	85210
Mesa (Transport)	480-633-4600	40 W. Iron Ave.	85210
Mesa (Used Parts)	480-633-4598	34 W. Iron Ave.	85210
Nogales (Used Parts)	520-287-6630	1604 N. Industrial Park Dr., Suite D	85621
Phoenix Deer Valley	623-760-1100	21230 N. Black Canyon Hwy.	85345
Phoenix (Power Systems)	602-333-5600	801 N. 44 th Ave.	85043
Phoenix (Truck & Trailer)	602-962-7961	840 N. 43 rd Ave.	85009
Prescott	928-499-6001	3060 Centerpointe Dr. East	86301
Show Low	928-532-2098	1501 E. Thornton St.	85901
Thatcher	928-387-8700	2574 W. US Highway 70	85552
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson (Power Systems/Truck & Trailer)	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365



Image: Empire locations

- 3.** Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat dealers can offer Customer Value Agreements (CVAs), these can be customized based on customers' individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

A CVA is a hassle-free ownership plan to get the most from your Cat® equipment. Genuine Cat® Parts delivered right on time and right to your door, with instructions for hassle-free maintenance. You get the security of an Equipment Protection Plan (EPP) to avoid unexpected costs for unplanned repairs. All the keys to machine health management conveniently display on your phone. And it all can roll in with your monthly machine payment. It's one easy plan to leverage Cat value — beyond the machine — to maximize your investment and lower ownership cost. More information can be found at:

https://www.cat.com/en_US/support/maintenance/customer-value-agreements/construction-cvas.html

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Dealer Response

As described in Caterpillar's response, Empire and other Cat Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- **PM (Preventative Maintenance) Services**

PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

- PM1 – Services the manufacturer recommends at 250 hours
- PM2 – Services the manufacturer recommends at 500 hours
- PM3 – Services the manufacturer recommends at 1,000 hours
- PM4 – Services the manufacturer recommends at 2,000 hours
- PM5 – Services the manufacturer recommends at 4,000 hours

Empire and participating dealers can offer different options for these hour intervals including:

- Parts only agreements
- Parts and fluids only agreements
- Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

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	PM1	PM2	PM3	PM4	PM5
	250 hours	500 hours	1000 hours	2000 hours	4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials, Tandems, Hydraulic, Steering, Coolant.	x	x	x	x	x
Change fuel filters and fuel /water separators, clean fuel bowl screen (replace if necessary)	x	x	x	x	x
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission filters, differentials filters if applicable.		x	x	x	x
Change rear differential oil (Backhoe Loaders only on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators, change differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders according to OEM				x	x
Change hydraulic system oil.					x

• **Total Maintenance and Repair (TM&R):**

In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customer's needs.

TM&R's can be customized by the customer including, but not limited to, the following:

- With/without travel
- With/without scheduled component rebuilds
- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling (City of Tucson only)

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Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

The technician will usually perform:

- Running repairs
- Preventative maintenance services

Other onsite services could include:

- Daily inspections
- Cleanings
- Operational checks

The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

Additional "man on site" Inclusions or exclusions in most cases include the following:

- Housing (when applicable)
- Overtime rates
- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

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- **Daily Lube Agreement**

Empire, and participating dealers can provide daily grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

Inclusions and exclusions in most cases include:

- With/Without daily cleanings.
- With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

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Empire currently employs over 2,200 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 190 service bays and over 300 field service trucks, these highly skilled and trained Caterpillar trained technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests over \$3 million annually in technician, parts counter, and product support representative training. Over the last 70 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:
 - i. How will equipment training be conducted?
 - ii. Describe the training curriculum for the equipment operators.
 - iii. Describe the training curriculum for the service technicians.
 - iv. How will you accommodate various work shifts?
 - v. What type of documentation is provided with the proposed training?
 - vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
 - vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Cat Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Dealer Response

- i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

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ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual, including a complete safety and service daily walk-around inspection
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

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Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
 - a. Walk around inspection
 - b. Daily service points/lubrication
 - c. Cab and controls
 - d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
 - a. Operator's station
 - b. Engine
 - c. Electrical system
 - d. Power train
 - e. Implement and steering hydraulic systems
 - f. Auxiliary hydraulic lines
 - g. Thumbs
 - h. Buckets
 - i. Couplers
5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
 - a. Lubricants and fluids
 - b. Towing
 - c. Review PM checklist and procedures
 - 250 Hour
 - 500 Hour
 - 1000 Hour
 - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

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Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

Empire recently added a wide variety of virtual training courses that are available to technicians. These courses were added after the Covid-19 outbreak in 2020, allowing technicians to receive training, regardless of travel restrictions, and/or for those who have limited or no travel budgets for in-person training at Empire's training facility.

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a safety and service daily check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes.

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper operating techniques and safety, and why it is important. Initial training is focused on the student.

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Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5. Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that Cat Dealers have been developing and maintaining customer relationships at the local level for more than 96 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving (if supplied on purchase order)
- Contact name
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/sales serviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Cat Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also help ensure the most favorable outcome.

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Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as Cat Turbo, FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

- c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Cat Dealer that will quote, deliver, receive payment, and support the products in this proposal per the terms that have been outlined.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

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d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180+ days to deliver. In most cases Cat Dealers have been able to commit to a less than 90-day delivery timeframe. However, timelines need to be confirmed for each purchase.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is Cat's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every Cat dealer in the United States for trading inventory. We have an excellent reputation of helping other Cat dealers secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take, which helps us secure earlier delivery several times a year and unit can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Cat Dealer.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:
 Monday – Friday from 7:00 a.m. – 5:00 p.m.

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After hours/emergency parts service is available by calling a store's main number. (Store contact numbers can be found in list provided in this response, which lists dealer locations and contact information.) This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

- f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 70 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

- g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

Parts.cat.com is a Caterpillar eCommerce site that allows any customer to purchase parts from their local Cat dealer. The site platform is customized by the local dealership, creating a unique purchasing experience best suited for their customers. Some of the features and benefits for our customers include:

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- Inclusion of new, Cat Reman, and dealer exchange options
- Easy search by equipment serial number to access parts manuals and service information for that specific serial number
- Time-saving features such as Saved Order Lists and Shopping Preferences
- Planned maintenance kits
- Real-time price and availability
- Access to Parts.cat.com order history
- Customer-specific pricing (set up by local dealer)

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
 - On-Line Fluids Lab (Oil Sample Reports)
 - Track History for each component or machine
 - Custom graphing/charting trends
 - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
 - Asset Utilization
 - Hours
 - Fuel
 - Operation
 - Current Location (Google Maps)
 - Health Watch
 - Fault Codes
 - Fluid Analysis
 - Inspections (Requires Mobile App)

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- Geo Fencing
- PM Maintenance Tracking
- Production Tracking (requires additional accessories)
 - Pay Load monitoring
 - Project monitoring
 - Mass haul monitoring
- Vision Link also allows
 - Customized alerts
 - ✓ Type of alert and who is notified
 - Exporting data through API feed
 - Customize groups, sites and projects

Vision Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link devices. Product Link devices. Product Link devices are activated in VisionLink as a subscription service, or can be included in Empire service agreements (CVA Plus/Premium, TM&R plans).

Product Link is included on most qualifying Caterpillar machines. Product Link can be dealer installed, for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on nearly every Caterpillar machine listed in this RFP. With the exception of just a handful of smaller models, such as a 300.9 micro excavator, it will be included on most common machines the City of Tucson is likely to purchase from this contract. Product Link data reporting capability and frequency may vary, depending on machine capability and device type installed.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics
- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

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The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche¹
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

- h.** Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling dealer. Not all dealers are able to offer electronic invoices.

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Dealer Response

Is electronic invoicing available?

Electronic invoicing is available, if requested. Machine invoices will be generated after receipt of City of Tucson purchase order at

Empire. The invoice includes:

- Name of agency
- Department receiving (if supplied on purchase order)
- Contact name
- Machine serial number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/sales serviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the ATTACHMENTS section of this RFP.

- Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

Because machines are large purchases, customers will be assigned a sales representative to help ensure the process is executed without errors. Should something unexpected arise, the local dealer will have the ability to resolve any issues locally.

Defective products are covered by manufacturer's warranty.

Dealer Response

As described in Caterpillar's response, in most cases, working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both Procurement and the user department if Procurement approves.

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The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort, or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

- j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract.

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been scored to the respective industry. The sales are compiled monthly and reported back to OMNIA.

- k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

- l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6. Other

- a. Describe any government rebate programs that may be applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

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B. Qualifications & Experience

- 1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces. Include your current distribution model capable of delivering products nationwide, including the number, size and location of your company's distribution facilities, warehouses, and retail network, where applicable. Describe your coverage of the United States.

Caterpillar Response (only)

For more than 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2020 sales and revenues of \$42 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives.

The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Cat dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

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- 2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 45 dealers are in the United States, 2 in Canada and 114 located outside North America.

Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on:

http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have enough opportunity in the governmental market to employ salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to the product support business.

- 3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Tirena Pavelka
 Governmental Account Manager
 100 NE Adams St.
 Peoria, IL 61629
 Office: 309-675-1589
pavelka_tirena_l@cat.com

Dealer Response

For dealer support related to this contract, please contact:

Shane Frazee
 Sales Account Manager
 7600 S. Nogales Hwy.
 Tucson, AZ 85756
 Office: 520-746-8224
 Cell: 520-330-8612
 Email: shane.frazee@empire-cat.com

Ty Robertson
 Product Support Sales Representative
 7600 S. Nogales Hwy.
 Tucson, AZ 85756
 Office: 520-746-8226
 Cell: 520-269-1171
 Email: ty.robertson@empire-cat.com

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- 4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 96 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and OMNIA for the past five years. The performance under contract # 161534 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look forward to mutually beneficial contract going forward.

Dealer Response

References:

City of Phoenix
Contact: Lance Carlson, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-262-4788
lance.carlson@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Mohave County
Contact: Randy Janssen, Public Works Equipment Fleet Manager
3675 E Andy Devine. Kingman, AZ 86402
928-716-3020
randy.janssen@mohavecounty.us

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- 5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (only)

Please review Caterpillar's Annual Report in this link:

<https://reports.caterpillar.com/ar/index.php>

- 6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Cat dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall, our technician capability is second to none.

Dealer Response

Empire Machinery's response is for Empire's territory only. All Cat Dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 1,600 trained technicians throughout Empire's territory. These technicians are highly trained, and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

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Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 400+
- Service Trucks: 300+
- In Shop Technicians: 550+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 100+ Shop Lead persons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians at Empire stores have over 25 years of experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO 9001:2015 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO 9001:2015 Certified)
- Empire Transport – Heavy haul with a fleet of 50+ trucks and capable of hauling loads up to 170,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses

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- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 142,000 samples annually (ISO 9001:2015 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 550+ factory certified technicians and Empire's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with Empire's most experienced technicians (10.5 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

- 7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop any defects to external customers – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership. A detailed pre-delivery inspection will be performed. Any deviations from expected condition or operational performance will be noted, reported, and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

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C. Price Proposal

- 1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation will be priced at the supporting Cat Dealer's discretion no higher than prevailing market rates.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Operating Lease contracts. Rates and terms will be determined locally.

To provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. Except for Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

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Parts, service work and rental are also available through this contract. There is no national price list for these and as such prices will be determined locally based on volume of purchases and prevailing market rates.

All pricing discounts will be included in the "Pricing Structure" attachment in the ATTACHMENTS section of this RFP.

Dealer Response

- CONFIDENTIAL - (Request confidential treatment)

Empire Machinery and other dealers across North America who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP# 212816.

Dealer Related Parts, Service, Rentals, and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Base Edge and Adapters	14%
Filter Discount with TM&R Agreement	20%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

Allied product discounts will be included in the "Pricing Structure" attachments in the ATTACHMENTS section of this RFP.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will also vary widely. However, some models include the cost of freight in the List Price of the machine.

If the customer chooses to have the dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the dealer's place of business. The dealer will quote actual shipping and prep costs for each machine quoted through this contract.

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Dealer Response

Freight is calculated in two different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: For every Caterpillar construction model listed in this RFP, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as “FOB Dealer” in the Caterpillar price pages. For Empire, the majority of our Caterpillar orders are shipped directly to Empire’s Eloy facility where we prep the machine prior to sale. The only freight cost charged would be if Empire delivers the machine(s) from Eloy to the City of Tucson yard or jobsite. This freight cost will be shown as a line item on the quote, prior to delivery. Empire does not “mark-up” or profit from freight. This is a “pass through” expense to the City of Tucson.
 - Empire Quoted: On some regional type models such as larger mining machines, Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.
 - Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers “FOB” their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs. Depending on the product, delivery freight from Empire’s location to the City of Tucson may apply. Same terms as described above in the first bullet, “Caterpillar Included in price”, will apply.
- 3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contract. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing be that which is used in the quotation of equipment for this contract by the supporting Cat Dealers. Failure to do so may limit Caterpillar’s ability to commit to the pricing terms as outlined in this solicitation.

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Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions. Pricing is typically based on the date a machine ships from the factory.

When Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases	
JAN 2018	-8 – 0%
JUL 2018	1.5%
JAN 2019	0 – 4%
JAN 2020	1 – 2% plus 2% - 9 emissions on D6, D6XE
JAN 2021	0 – 3.2%
JUL 2021	2%
OCT 2021	0 – 5%

Dealer Response

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times.

With regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change, causing a reference number change, etc.

Listed below are a few examples of the number of times Caterpillar made price adjustments between 01/01/2021 and 09/01/2021.

Model	Price List Changes
M318	11
308	10
CB2.7	8

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- 4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this proposal are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

Empire offers a guaranteed buyback program for governmental clients only

Empire offers a minimum buyback for a certain duration of time or hour range. Buybacks allow agencies to predict what their machine is guaranteed to be worth, based on the length of term they choose and the hours they will put on it. The terms are usually between three (3) and seven (7) years and are usually based on 500 to 1,000 hours of usage per year.

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This allows Agencies to easily determine the ownership cost, of what a machine costs them, over a certain period of time or by the hours they need to operate a machine. All buybacks are subject to Empire's return "terms and conditions" and require a signature of acceptance. A copy of Empire's buyback terms and conditions will be provided upon request.

- 5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

- 6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time

- 7) As stated in the Instructions to Offerors, Discounts, the price(s) herein can be discounted by 0 %, if payment is made within N/A days. These payment terms shall apply to all purchases and to all payment methods.

- 8) Will payment be accepted via commercial credit card? Yes X* No
- a. If yes, can commercial payment(s) be made online? Yes No
- b. Will a third party be processing the commercial credit card payment(s)? Yes No
- c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
- d. If "no" to above, will consideration be given to accept the card? X* Yes No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) limits are determined by the selling dealer. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local dealer. Each independent dealer structures their business as they deem appropriate and can advise on transaction fees and processing systems.

Cat dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

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PH: (520) 837-4134

- 9) Does your firm have a City of Tucson Business License? X Yes No
a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license.

The local Caterpillar dealer, Empire Machinery, does have a City of Tucson Business license.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the ATTACHMENTS section of this RFP.

E.2 Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

- A. Living Wage Certification Form (If applicable)
- B. Pricing Proposal
- C. Any Solicitation Amendment(s)
- D. Offer and Acceptance Form
- E. OMNIA Partners - Exhibits

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F. SPECIAL TERMS AND CONDITIONS

F.1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMINA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

F.3. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this proposal.

F.4. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation, or dissolution.

F.5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

F.6. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

F.7. MODIFICATION OF TERMS: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

F.8. BRAND OR TRADE NAMES Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer

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by any vendor but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.

F.9. CANCELLATION OF LEASE DUE TO INSUFFICIENT FUNDING

The successful Bidder/Offeror will be required to agree to the following:

The City reasonably believes that sufficient funds can be obtained to make all payments during each of the renewal terms. The City hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding or by obtaining separate funding by a third party.

If after formal written budget request submitted by the City, the Mayor/Council does not allocate funds necessary to continue payments for the renewal term, the City may terminate this agreement at the end of the fiscal year term. Parties acknowledge and agree that it is their intent that funding by the City shall continue throughout the term of this agreement, but the parties recognize that such funding is subject to the provisions of A.R.S. Sec. 42-301, et seq. in the event of non-allocation of funds. Lessor shall have only the right and remedy of taking possession of the equipment.

F.10. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department or registered with OMNIA Partners are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each Participating Public Agency. The Contractor may negotiate additional expenses incurred as a result of Participating Public Agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Business Services upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.11. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to

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the Department of Business Services. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.12. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. 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. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

F.13. LIVING WAGE REQUIREMENTS

In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$10.86 per hour (with health benefits being provided to employees); or

A wage of no less than \$12.15 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Business Services shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of

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Business Services is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement: The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Business Services, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

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G. INSURANCE REQUIREMENTS

G.1. The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: \$1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

G.5. Garage Liability & Garage Keepers Liability – In addition to I, II, III

Garage Liability Limit \$1,000,000

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Garage Keeper's Liability – Direct Primary Coverage

Each Auto Limit: \$500,000

Each Occurrence Limit: \$1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Notice of Coverage Modifications

Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Procurement Division.

G.9. Acceptability of Insurers

Contractors' insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.10. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after

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completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.11. Subcontractors

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

G.12. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.5. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.6. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.7. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat, and workmanlike condition.

H.8. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

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H.9. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

H.10. CONTRACT AMENDMENTS

The Business Services Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Business Services. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.11. CONTRACT

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

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H.14. EQUAL PAY

The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.17. FORCE MAJEURE

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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

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H.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.21. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such

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expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.22. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.23. INTERPRETATION-PAROL EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

H.26. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.28. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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H.29. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

H.30. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.31. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.32. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall 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 Contract shall be amended to make such insertion or correction.

H.33. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

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Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.35. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.36. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

H.37. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict

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performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.38. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.39. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.40. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services.. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

H.41. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.42. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

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- In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
- The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty 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 due or for any damages as a result of termination under this paragraph.

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.44. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

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ATTACHMENT A
A - Exhibit B - OMNIA Partners Exhibits

PPA ATTACHMENT#



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be

the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

For more than 90 years, Caterpillar Inc. has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2020 sales and revenues of \$42 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and provides financing and related services

through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealers have been owned by the same family for multiple generations.

Caterpillar is the market leader and holds the highest North American share of the heavy equipment business. This leadership also extends to sales to governmental agencies. These figures are based on sales that have been publicly reported by our competition and does not consider market share adjustments for those not reporting.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Cat dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

B. Total number and location of salespersons employed by Supplier.

Cat machines and engines are distributed principally through a worldwide network of dealers. In the United States there are 45 dealers, two in Canada and 114 located outside North America.

Caterpillar has a team of 45 sales reps that support our dealer network in achieving their sales goals. In addition, each dealer has a sales team that supports the end customers.

C. Number and location of support centers (if applicable) and location of corporate office.

Cat machines and engines are distributed principally through a worldwide network of dealers. There are 45 dealers in the United States, two in Canada and 114 located outside North America.

Caterpillar and Cat Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Cat dealers also will provide parts and service support. All Participating Dealers are financially healthy with no outstanding issues that would disrupt service within these territories. Cat dealers average more than 60 years of experience within their respective territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 59,000 total employees. Many dealers have salespersons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

D. Annual sales for the three previous fiscal years.

2018 - \$54.7B

2019 – \$53.8B

2020 – \$41.7B

a. Submit FEIN and Dunn & Bradstreet report.

- Caterpillar's Employee Identification Number is 37-0602744
- Please refer to vendor's response section, Dunn & Bradstreet

E. Describe any green or environmental initiatives or policies.

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

https://reports.caterpillar.com/sr/index.php?_ga=2.30262591.1428625582.1630336780-1389673808.1608044669



- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Two CAT dealers in North America are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.

One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service-disabled veteran-owned, small, disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for diverse supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.

I. Describe how supplier differentiates itself from its competitors.

BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:

CAT products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government

agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. OMNIA Partners members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.

CAT SAFETY SERVICES / SAFETY FEATURES:

In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.

In addition to built-in safety features, we also offer a suite of aftermarket products and services that are unique in the industry.

Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price.

Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.

PRODUCT ATTRIBUTES:

Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Regarding present and past litigation, Caterpillar, its subsidiaries and divisions strive to conduct business using a strict Code of Conduct. When litigation does occur, we take it seriously. Any current or past litigation will not keep Caterpillar from meeting its contract obligations. Caterpillar has never filed for bankruptcy nor had material reorganizations that will impact its ability to meet contract obligations.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;

N/A Caterpillar Inc. is a publicly held corporation

- b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation include but are not limited to:

Articulated Trucks	Motor Graders
Asphalt Pavers	Off-Highway Trucks
Backhoe Loaders	Road Reclaimers
Cold Planers	Site Prep Tractors
Compactors (including landfill)	Skid Steer Loaders
Compact Track Loaders	Telehandlers
Multi-Terrain Loaders	Track Loaders
Dozers (including landfill)	Wheel Dozers
Excavators	Wheel Excavators
Forestry Equipment	Wheel Loaders
Generators	Wheel Tractor Scrapers (including landfill)

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Caterpillar products and services are distributed principally through a worldwide organization of dealers (dealer network), which includes 45 located in the United States, and two in Canada.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Caterpillar has a dedicated governmental team in charge of training, communicating, and creating support programs for all the dealers in North America. This team will ensure all dealers are aware of the master agreement and its corresponding pricing. Participating agencies can reach out to the team to verify the pricing based on our price pages.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American Cat Dealers and or their subsidiaries will be involved in the processing, handling or shipping the products / services to the end user.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	Arkansas: North Little Rock Georgia: Athens, LaGrange Illinois: Aurora, Decatur, East Peoria Kansas: Wamego Minnesota: Brooklyn Park North Carolina: Clayton, Sanford Texas: Victoria, Waco	Brazil: Campo Largo, Piracicaba China: Suzhou, Wujiang, Xuzhou, Qingzhou France: Grenoble, Echirolles Hungary: Godollo India: Thiruvallar Indonesia: Jakarta Italy: Minerbio Japan: Akashi Mexico: Torreon Netherlands: Den Bosch Poland: Janow, Sosnowiec Thailand: Rayong United Kingdom: Desford, Stockton

Resource Industries	Illinois: Aurora, Decatur, East Peoria, Joliet South Carolina: Sumter Tennessee: Dyersburg Texas: Denison Wisconsin: South Milwaukee	China: Langfang, Wuxi France: Amas Germany: Dortmund, Lunen India: Hosur, Thiruvallur Indonesia: Batam Italy: Jesi Japan: Sagamihara Mexico: Acuna, Monterrey, Reynosa Northern Ireland: Belfast Russia: Tosno Thailand: Rayong United Kingdom: Peterlee
Energy & Transportation	Alabama: Albertville, Montgomery California: San Diego Colorado: Denver Georgia: Griffin, Alpharetta Illinois: Island Lake, LaGrange, Mossville, Mapleton, Pontiac Indiana: Lafayette, Muncie Oklahoma: Broken Arrow, Sulphur North Carolina: Winston-Salem Kentucky: Decoursey, Mayfield Texas: Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	Australia: Revesby, Redbank Brazil: Curitiba, Hortolandia, Piracicaba, Sete Lagoas China: Tianjin, Wuxi Czech Republic: Zatec, Zbrak Germany: Kiel, Mannheim, Rostock India: Hosur, Aurangabad Mexico: San Luis Potosi, Tijuana Republic of Singapore: Singapore Sweden: Ockero Islands Switzerland: Riazino United Kingdom: Lame, Monkstown, Peterborough, Sandiacre, South Queensferry, Springvale, Stafford, Wimborne

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

SEE ALSO EXCEPTIONS DOCUMENT

Exception to section 3.4 Marketing and Sales, section A.

Vendor requests verbiage to read as follows:

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

- Training and education of your national sales force of your company, along with the dealer team within first 90 days

Initially, a National Press Release will be issued followed by a formal announcement of the award to Caterpillar's field force and Caterpillar's Dealer network. We anticipate this first communication to take place within the first 30 days.

Supplier commits to market the Master Agreement and that its sales force will be trained to offering the Master Agreement to Public Agencies through OMNIA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA in accordance with the OMNIA Administration Agreement.

Along with these communications a training package will be developed and presented to Caterpillar's Dealer sales force. Due to the number of salesmen, multiple sessions may be required. The initial training package will have an expected delivery date of no later than 60 days after the announcement of the award. Along with the live training offering, a static training package will be added to Caterpillar's internal website for future reference.

Within this same timeframe Caterpillar will coordinate with OMNIA representatives regarding any additional communication and or training opportunities to promote the Master Agreement.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

SEE ALSO EXCEPTIONS DOCUMENT

Exception to section **3.4 Marketing and Sales, section B.**

Vendor requests verbiage to read as follows:

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications.
 - ii. Announcement, contract details and contact information published on the company website.
 - iii. Design, publication and distribution of co-branded marketing materials.
 - iv. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum.
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

As noted previously, a National Press Release will be made within the first 30 days of the award. It will be up to the individual Cat Dealer to determine participation in supporting the Master Agreement and ultimately up to the end user to choose the best method of purchase to meet their individual needs.

Caterpillar will commit resources to develop both hard and electronic marketing pieces for Cat Dealers to support this effort along with the inclusion of OMNIA's branding on any future cooperative contract advertising pieces.

As a member of the Vendor Council, Caterpillar is in full support of all NIGP efforts regarding cooperative purchasing and is planning to purchase and staff a booth space for the 2021 NIGP Annual Forum.

Caterpillar will support advertising initiatives that are in the form of electronic media pieces that will be distributed through the following online trade publications and networks:

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SEE ALSO EXCEPTIONS DOCUMENT

Exception to section **3.4 Marketing and Sales, section C.**

Vendor requests verbiage to read as follows:

- C. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Caterpillar presently holds four cooperative contracts. Those contracts are Sourcewell Heavy Equipment Contract # 032119; Sourcewell CAT Diesel & Natural Gas Generator Sets Contract # 120617; Sourcewell Rental Contract # 062320; and NASPO Heavy Equipment Contract # OK-SW-192.

For purposes of this proposal, all heavy equipment cooperative contracts provide the same product offering and discount structure.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

See attachment "OMNIA Trademark License Addendum", provided in the ATTACHMENTS section of this RFP.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated with the Master Agreement will be completed as noted in **Section 3.4 Marketing and Sales, subsection A and B.**

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

Nationally, the contract will be managed by:

Tirena Pavelka
 Governmental Account Manager
 100 NE Adams St.
 Peoria, IL 61629
 Office: 309-675-1589
pavelka_tirena_l@cat.com

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Patrick Kearns who serves as the Americas Industry Region Manager.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual dealer to identify those customers that would benefit from the program's use and will promote it accordingly

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Caterpillar's governmental sales in 2020 were \$999M from 5,200 units.

Customers who purchase Caterpillar equipment are ultimately the customers of the Cat Dealers who serve them. As such Caterpillar does not require dealers to provide the contact information for their customers unless extenuating circumstances mandate it. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information until such time a legal requirement would warrant it.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar has a number of systems that manage the intake of orders from dealers and then to record and manage dealer sales to public agencies. Those systems vary depending on which products and services are sold.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar does not guarantee contract sales volume, however, raising the admin fee to 2% of transaction price (1.4% of list price), if a non-competitive award is granted, is equivalent to a 25% sales volume increase vs our goal for 2021. Caterpillar also guarantees to work directly with OMNIA’s team on a regular basis to monitor contract sales volumes and take action as needed to meet jointly set goals. Caterpillar expects to set goals on an annual basis that will grow this contract.

NOTE: Caterpillar recognizes that the City of Tucson and other participating agencies may have needs outside of the range of products offered by Caterpillar and its dealer network. To that end, we recognize that a non-competitive “multi-award” is acceptable to grow the volumes of this contract.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of ____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and ____ (“**Supplier**”).

RECITALS

WHEREAS, the ____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective ____, Agreement No ____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of ____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

25. Signature acceptance is contingent on exceptions requested. SEE EXCEPTIONS DOCUMENT ATTACHMENT.

[CATERPILLAR INC]

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR

DocuSigned by:

Patrick Kearns

08A57926721B4E0...

Signature

Patrick Kearns

Name

North America Industry Manager

Title

September 10, 2021

Date 9/17/2021

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days’ written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

<u>Participating Public Agency:</u>	<u>OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:</u> NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC
--	--

_____ Authorized Signature	_____ Signature
_____ Name	_____ Sarah E. Vavra
_____ Title and Agency Name	_____ Name
_____ Date	_____ Sr. Vice President, Public Sector Contracting
	_____ Title
	_____ Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

[illegible]

Exhibit F Federal Funds Certifications

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(C) 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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES pk Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(F) 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(G) 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(H) 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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

(I) 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES pk Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES pk Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts inwards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code: 100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number:

Printed Name and Title of Authorized Representative: Patrick Kearns, North America Industry Manager

Email Address: Kearns_Patrick@cat.com

Signature of Authorized Representative DocuSigned by: Patrick Kearns Date: September 10, 2021
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FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Version July 27, 2021

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all

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suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of

\$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient 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 (b)(2) of thissection.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of thissection.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case

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Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency

will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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 non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Caterpillar Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

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Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

Patrick Kearns

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Signature of Contractor's Authorized Official

Patrick Kearns, North America Industry Manager

Name and Title of Contractor's Authorized Official

September 10, 2021

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

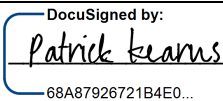
Offeror's Name: Caterpillar Inc

Address, City, State, and Zip Code: 100 NE Adams St, Peoria IL 61629

Phone Number: 309 675 5181 Fax Number: _____

Printed Name and Title of Authorized Representative:
Patrick Kearns, North America Industry Manager

Email Address: Kearns Patrick@cat.com

Signature of Authorized Representative  _____
68A87926721B4E0...

Date: September 10, 2021

Exhibit G New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration CertificateNew Jersey

suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NOTE: Caterpillar currently does not use OMNIA in the State of New Jersey. If Caterpillar is awarded RFP 212816, we will make sure that the local dealer complies with all necessary local regulations for use of the OMNIA master agreement in the State of New Jersey.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
 age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

 Signature

_____, 2____

 (Type or print name of affiant under signature)

 Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)****Company Name:** _____**Street:** _____**City, State, Zip Code:** _____**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2_.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MCBRIDE-PRINCIPLES
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**
MACBRIDE PRINCIPALS FORM**BID SOLICITATION #:** _____**VENDOR/BIDDER:** _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☐

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

☐
OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

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Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT

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ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT

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ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOEELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT

Version July 27, 2021

COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION
 DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
 OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
 OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
 OR
 APPLGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
 OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION
 DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY,
 INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
 DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT
 DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE
 SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,
 OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION
 DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,
 OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL
 DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD
 DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR

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CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
 OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
 OR
 CHRISTMAS VALLEY PARK & RECREATION
 DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL
 DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT
 COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
 INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR

CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA

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DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
 OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR

HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR

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LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR

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MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D. OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR

OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR

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PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR

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SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT,
OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR

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UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION
DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE
DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION
DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT,
OR
WATERBURY & ALLEN DITCH IMPROVEMENT
DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT,
OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT,
OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK &
RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT

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HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 SALEM-KEIZER PUBLIC SCHOOLS 24J
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT

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NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

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STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH

**SUBCONTRACT AGREEMENT FOR
GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)
BETWEEN [DEALER] AND CATERPILLAR INC.**

This agreement ("**Agreement**") is entered into as of _____, 2020, between _____ **[DEALER]** _____, a _____ corporation with its principal place of business located at _____ ("**Dealer**") and Caterpillar Inc., a Delaware corporation with its principal place of business located at 520 Lake Cook Road, Suite 100, Deerfield, Illinois 60015 ("**Caterpillar**"). Caterpillar and Dealer are sometimes referred to individually as "**Party**" and collectively as "**Parties.**"

WHEREAS, Caterpillar (or its affiliates as applicable), and Dealer are, among other agreements, Parties to a certain Sales and Service Agreement and Distribution Agreement for Engines, Parts and Service ("**Dealer Agreements**"), which are the primary agreements governing their relationship, , and this Agreement is not intended to replace or modify such agreements; and

WHEREAS, Caterpillar may from time to time enter into government and other cooperative purchasing contracts (individually referred to as a "**Purchasing Contract**" and collectively as the "**Purchasing Contracts**") with certain governmental or purchasing cooperative entities (the "**Governmental or Cooperative Agency**") , pursuant to which Caterpillar agrees to certain terms and conditions for the provision of Cat Products and Services (as defined below) to the members of or participants in the Governmental or Cooperative Agency (the "**Customers**") ; such Purchasing Contracts are concluded for the benefit of Cat dealers in that Cat dealers are invited to participate in them;

WHEREAS, Cat dealers are invited to independently decide to provide Cat Products and Services to the Customers of the Governmental or Cooperative Agency pursuant to the terms and conditions of the Purchasing Contract as a subcontractor or as otherwise designated in such Purchasing Contract, by entering into a Schedule (as defined below) to this Agreement ; and

WHEREAS, the Parties desire to establish the terms and conditions pursuant to which Dealer may become a subcontractor of Caterpillar or otherwise provide Cat Products and Services under a Purchasing Contract as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth below, the Parties hereby agree as follows:

1. PURCHASING CONTRACTS AND SCOPE OF THIS AGREEMENT

(a) The Parties acknowledge and agree that Dealer is an independent business from Caterpillar and as such has the right to choose whether or not to accept the terms and conditions contained in any Purchasing Contract. In the event that Caterpillar enters into a Purchasing Contract and the Parties agree that Dealer should be a subcontractor or otherwise provide Cat Products and Services pursuant to such Purchasing Contract, the Parties shall enter into a schedule to this Agreement substantially in the form attached hereto as Exhibit A (each a "**Schedule**") and the Dealer shall become a subcontractor of Caterpillar or otherwise provide Cat

Products and Services under such Purchasing Contract, subject to and in accordance with the terms and conditions of this Agreement.

(b) Caterpillar is or may be obligated to provide to Customers certain products and services as further defined in a Schedule (the “**Cat Products and Services**”) pursuant to Purchasing Contracts and have certain duties, rights, and obligations in connection with such Purchasing Contracts.

(c) This Agreement governs the relationship between Caterpillar and Dealer in the performance of the Purchasing Contracts. To the extent this Agreement does not specifically provide otherwise, the relevant terms of the Dealer Agreements apply to the relationship between Caterpillar and Dealer. In the event of a conflict between this Agreement and the Dealer Agreement, this Agreement shall control only to the extent such terms are expressly required by the Purchasing Contract, or applicable Law (as defined below).

(c) All the terms, conditions, covenants and representations contained herein and in the Purchasing Contracts, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. As between Caterpillar and the Dealer the terms and conditions of this Agreement shall supersede any conflicting terms and conditions set forth in the Purchasing Contract.

2. DEALER RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Dealer voluntarily agrees to be bound by the applicable terms of the Purchasing Contract between Caterpillar and the Governmental or Cooperative Agency as if Dealer were a party to such Cooperative Agreement in place of Caterpillar, except as otherwise provided herein or in any applicable Schedule.

(b) Dealer acknowledges they have read the Purchasing Contract and agrees to voluntarily create contractual relationships between Customers under such Purchasing Contract and Dealer.

(c) The Purchasing Contract is for use by Customers as allowed by the Governmental or Cooperative Agency. Dealer shall sell to such Customers entitled to purchase Caterpillar Products and Services under the Purchasing Contract pursuant to the terms and conditions provided therein.

(d) Dealer shall execute the obligations that are typically within the Dealer’s business pursuant to its Dealer Agreements with Caterpillar, including, without limitation, the sale and service of Cat Products and Services, or as otherwise directed by Caterpillar.

(e) As and to the extent permitted by and subject to the Purchasing Contract, Dealer shall have the right to establish its own prices for Cat Products and Services and other terms and conditions of sale. Any additional terms agreed to by Dealer and any Customer shall be solely between such parties.

(f) Upon request of Caterpillar, Dealer shall provide in a timely manner, any and all information reasonably requested by Caterpillar related to Dealer's provision of Cat Products and Services pursuant to the Purchasing Contract.

3. CATERPILLAR RESPONSIBILITIES

Upon execution of a Schedule for a Purchasing Contract:

(a) Caterpillar shall, at all times, retain sole responsibility for administration of any and all renewals, modifications, price list changes and changes to the terms and conditions of the Purchasing Contract.

(b) Caterpillar shall make available to the Dealer adequate information, data, assistance, instructions, and internal resources (collectively, the "**Information**") reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

(c) Caterpillar shall assist, if necessary, to facilitate the Customers of the Purchasing Contract to timely make available to the Dealer adequate information, data, assistance, instructions, and internal resources reasonably necessary or desirable for the Dealer to provide Cat Products and Services pursuant to the Purchasing Contract and this Agreement.

4. MINIMUM CONTRACT VALUE

Unless otherwise expressly stated in a Schedule, no commitment of any kind is made by Caterpillar to Dealer concerning the quantity or value of Cat Products and Services to be sold by Dealer pursuant to the Purchasing Contract nor does Caterpillar make any representation or warranty or commitment with respect to usage of the Purchasing Contract by Customers.

5. PRICING

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Purchasing Contracts will also be required to be offered by the Dealer to Customers under the Purchasing Contract.

6. INDEMNIFICATION

(a) Dealer hereby unconditionally and irrevocably agrees and undertakes, without objection, to hold Caterpillar, and its affiliates, and their directors, officers, employees and agents, representatives, successors and assigns (the "**Indemnified Parties**"), harmless and indemnified at all times against (a) all demands, claims, actions, proceedings (including, but not limited to, arbitration) arising from or related to the Purchasing Contract which may be threatened or made or brought against the Indemnified Parties and (b) all losses, damages, costs, charges and expenses, which the Indemnified Parties may suffer or incur or be put to by reason of or in consequence of or in connection with this Agreement or the Purchasing Contract, including, but not limited to, legal costs, expenses and lawyers' fees incurred by the Indemnified Parties in connection with any demand, claim, action or proceeding involving one or more of the

Indemnified Parties; provided that such demands, claims, damages, and losses are attributable to the performance or non-performance of Dealer's obligations under or related to this Agreement or the Purchasing Contract or otherwise related to Cat Products and Services sold by Dealer.

(b) Dealer further undertakes to do, perform and execute or cause to be done, performed and executed, any act, deed matter or thing which Caterpillar may require the Dealer to do for the purpose of holding harmless or indemnifying the Indemnified Parties.

(c) Dealer's indemnity of the Indemnified Parties shall not be considered discharged or extinguished by an intermediate payment or satisfaction of any part of a claim, loss or damage owed by Dealer to the Indemnified Parties by virtue of the indemnity obligation, but shall continue and shall extend to cover any and all claims, losses and damages until all the obligations of Dealer have been discharged.

7. LIMITATIONS ON LIABILITY

EXCEPT AS RESULTING FROM DEALER'S BREACH OF CONTRACTUAL, STATUTORY, REGULATORY, OR PERFORMANCE OBLIGATIONS OWED TO ANY GOVERNMENTAL OR COOPERATIVE AGENCY, CUSTOMERS OR OTHER THIRD PARTIES, IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE, OR SIMILAR DAMAGES, LOSSES OR EXPENSES (INCLUDING LOST PROFITS, LOSS OF ACTUAL OR ANTICIPATED BUSINESS, SAVINGS, COMPETITIVE ADVANTAGE, OR GOODWILL, OR THE INTERRUPTION OF THE OTHER PARTY'S BUSINESS) UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

8. TERM

(a) The term of this Agreement ("**Term**") shall begin as of the date of execution of this Agreement and shall continue until two (2) years following the date after which Caterpillar has not had any Purchasing Contract in effect unless terminated sooner in accordance with the provision of this Agreement. Notwithstanding the foregoing, Dealer represents that prior to the Term it has complied with any obligations resulting from Dealer's performance under any Purchasing Contract, whether resulting from obligations under the Dealer Agreements, statute, regulation, performance, or otherwise and agrees to indemnify Caterpillar for such obligations in accordance with Article 7.

(b) Caterpillar may terminate this Agreement if (i) Caterpillar shall find any representation or warranty of Dealer to be incorrect or misleading or (ii) Dealer shall materially breach any material warranty, covenant or obligation contained in this Agreement, and Dealer shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of the breach is received by Dealer from Caterpillar.

(c) Dealer may terminate this Agreement if (i) Dealer shall find any representation or warranty of Caterpillar to be incorrect or misleading or (ii) Caterpillar may materially breach any material warranty, covenant or obligation contained in this Agreement, and Caterpillar, as the case may

be, shall fail to cure such breach, if capable of cure, within thirty (30) days from the date written notice specifying the nature of such breach is received by Caterpillar from Dealer, provided, however, that Caterpillar has completed or terminated Caterpillar's obligations with respect to Dealer under the Purchasing Contracts.

9. INDEPENDENT CONTRACTORS.

It is the intention of the Parties that the relationship existing between them shall be that of independent contractor and that nothing contained in this Agreement, the Purchasing Contracts or done pursuant to this Agreement or the Purchasing Contract shall constitute Dealer as the agent of Caterpillar for any purpose whatsoever.

10. FORCE MAJEURE

Either Party shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, fire, flood, earthquake, hurricane, severe weather, act of God, accident, trade sanction, embargo, act of war, acts of terrorism, conditions caused by national emergency, an pandemic or any other act of cause beyond the reasonable control or without the fault of such party, whether similar to or different from the causes above enumerated (a "**Force Majeure Event**") for as long as such circumstances prevail. The Parties shall remain liable for those obligations under this Agreement that are not affected by the Force Majeure Event.

11. ENTIRE AGREEMENT; NO WAIVER

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and other understandings, oral or written, between Dealer and Caterpillar with respect to the subject matter hereof. There are no representations, agreements or understandings, express or implied, relating to the subject matter hereof which are not fully expressed in this Agreement. Each Party agrees to use good faith efforts to agree on those matters set forth in this Agreement that are to be mutually agreed by the Parties; provided, however, that no failure to agree on any such matter shall invalidate this Agreement or entitle either Party to terminate it. No departure from the terms of this Agreement shall obligate either Party to permit any subsequent departure. No waiver or failure to exercise any option, right or privilege under this Agreement by either Party on any occasion shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

12. COMPLIANCE WITH LAWS

Dealer represents and warrants that it has read, understands, and has been in compliance, and agrees that it shall comply with all applicable laws, rules, regulations, directives, ordinances, orders, or statutes (collectively, the "Laws"), including, but not limited to government procurement statutes and regulations. Further, Dealer represents and warrants and agrees that it has not acted, shall not act, and shall not cause, directly or indirectly, any other party to act, in any manner that would cause Caterpillar to violate the Laws. By entering into any transaction

with a Customer pursuant to a Purchasing Contract, , Dealer is representing to Caterpillar that, at the time of entering into such transaction, it is compliant with this Article 12.

13. SURVIVAL

The provisions set forth in this Agreement, and any other provision that by its terms survive termination, shall survive the termination of this Agreement to the extent required for their full observance and performance.

14. CHANGE ORDERS AND AMENDMENTS

All mutually agreed changes to this Agreement shall be implemented through a written amendment to this Agreement which, when signed by both Parties, shall be deemed a part of this Agreement. No amendment to this Agreement shall be valid unless in writing and signed by both Parties.

15. NOTICES

When written notice is required by this Agreement, it shall be sent by certified mail, by courier, or by such method as will permit the sender to verify delivery, to the addresses set forth below:

For Caterpillar:

Caterpillar Inc.

520 Lake Cook Road, Suite 100
Deerfield, Illinois 60015

Attn: Deputy General Counsel –
Commercial

For Dealer:

Attn: _____

SAMPLE COPY
FOR REVIEW
ONLY.
NOT FOR
SIGNATURE.

Notice shall be deemed received when actually delivered to the recipient as demonstrated by postal records, courier records or other method verifying the date of delivery. The addresses set forth above can be changed only by written notice.

16. INTERPRETATION

In the interpretation of this Agreement, insofar as possible, the intention of the Parties as expressed in this Agreement shall prevail over any presumption or construction implied or imposed by Law. The word “including” means including without limitation. The headings contained in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. The Parties agree that the terms of this Agreement shall not be construed in favor of or against a Party by reason of the extent to which such Party participated in its preparation.

17. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois, United States of America (regardless of the laws that might be applicable under its principles of conflict of laws). If any provision of this Agreement, or the application thereof, is determined by a court of competent

jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect, and such other provisions shall be interpreted so as best to reasonably effect the intent of the Parties. The Parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

18. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each to be effective as an original. Once signed by the Parties, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[DEALER NAME]

CATERPILLAR INC.

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE COPY
FOR REVIEW
ONLY.
NOT FOR
SIGNATURE.

By: _____

Name: Chris Gustafson_____

Title: Glb. Accounts & Allied Prod. Mgr.

Date: _____

Exhibit A
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

SAMPLE ONLY, DO NOT COMPLETE BLANKS

SCHEDULE NO. _____

to

**SUBCONTRACT AGREEMENT FOR
GOVERNMENT AND OTHER COOPERATIVE PURCHASING CONTRACT(S)
BETWEEN [DEALER] AND CATERPILLAR INC.**

This Schedule No. ____ is effective as of _____, _____ ("**Schedule**"), to the Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s), including any amendments and/or addendums thereto, by and between _____ ("**Dealer**") and Caterpillar Inc. ("**Caterpillar**") which was entered into as of _____, _____ ("**Subcontract Agreement**").

1. Purchasing Contract:

Caterpillar as entered into the Purchasing Contract attached hereto as **Annex A**, as summarized below.

Name of Purchasing Contract: _____

Purchasing Contract Identifier: _____

Governmental or Cooperative Agency: _____

Cat Products and Services: _____

2. Agreement:

Dealer shall be bound by the terms of the Purchasing Contract and obligated to perform as provided in the Subcontract Agreement as if Dealer were directly party to the Purchasing Contract in place of Caterpillar, as necessary for full performance under the Purchase Agreement, except as otherwise set forth in the Subcontract and this Schedule.

3. Reporting and Fees:

Dealer acknowledges that it is solely responsible for and obligated to pay any applicable fee for all Cat Products and Services or other products and services it provides as set forth in the Purchasing

Page 8 of 11

Contract. All reporting and fee payment obligations imposed on Dealer under the Purchasing Contract shall be made to Caterpillar directly in such manner and at such time as requested by Caterpillar, but in no event later than fifteen (15) business days before such report or payment is due to the Governmental or Cooperative Agency.

4. **Other Required Terms:**

[.....]

5. **Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s):**

This Schedule is issued pursuant to the Subcontract Agreement. All of the terms and conditions of said Subcontract Agreement, including any amendments thereto, are incorporated herein and made a part hereof as if such terms and conditions were set forth in this Schedule.

[Signature to follow on the next page]

AGREED AND ACCEPTED:

[DEALER]

CATERPILLAR INC.

By: SAMPLE – DO NOT SIGN

Name: _____

Title: _____

Date: _____

By: SAMPLE – DO NOT SIGN

Name: _____

Title: _____

Date: _____

Annex A
to
Schedule No. _____
to
Subcontract Agreement for Government and Other Cooperative Purchasing Contract(s)

PURCHASING CONTRACT

[See attached]

RFP 212816

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ATTACHMENT B – City of Tucson

Certification of Living Wage Payments Form

*(This form must be completed by the Contractor and each applicable subcontractor.)*Contract Number: RFP212816

Contractor or Sub Name: The Contractor, Caterpillar Inc does not pay local dealer personnel who work on this contract. If awarded, it will be Empire Machinery's responsibility to provide this information.

(Please Check Only One of the Following Two Options)

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$10.86 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

N/A I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$12.15 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

Caterpillar Inc

(Contractor /Sub-Contractor Name)

September 10, 2021

(Date)

DocuSigned by:
by Patrick Kearns
68A87926721B450
(Signature)
Patrick Kearns, NA Industry Manager
(Title)

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 212816

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED
SERVICES**

AMENDMENT NO. ONE (1)

DATE ISSUED: August 27, 2021

The referenced document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: AUGUST 27, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 1
PAGE 1 OF 3

DUE DATE: SEPTEMBER 14, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date shall remain the same and is due on, **TUESDAY, SEPTEMBER 14, 2021, at 2:00 P.M.**, LOCAL AZ TIME.

ITEM NO. TWO (2): DEADLINE FOR SUBMITTING QUESTIONS

Pursuant to Instructions to Offerors, paragraph 3. Inquiries, the deadline to submit written questions shall be no later than **SEPTEMBER 3RD, 2021, 4:00 p.m.** Local Arizona Time. Questions received after this date may not be answered prior to RFP due date. Questions shall be submitted via email to Cynthia.Thompson@tucsonaz.gov

ITEM NO. THREE (3): PRE-PROPOSAL QUESTIONS AND ANSWERS

QUESTION: What pieces of equipment are being used at the City of Tucson Landfill?

ANSWER: The following is a list of current equipment used at the City of Tucson Landfill Operations, located at 5300 E. Los Reales Road, Tucson, AZ.

- Quantity - 2, Caterpillar 836H Compactors
- Quantity - 1, Caterpillar 836K Compactor
- Quantity - 1, 980K Caterpillar loader
- Quantity - 1, 980M Caterpillar loader
- Quantity - 1, 914G Caterpillar loader
- Quantity - 1, D6R Caterpillar dozer
- Quantity - 1, D8T Caterpillar dozer
- Quantity - 2, D9T Caterpillar dozers
- Quantity - 1, 730EJ Caterpillar haul truck
- Quantity - 1, 745C Caterpillar haul truck
- Quantity - 1, 735WT Caterpillar water truck
- Quantity - 1, 140M Caterpillar grader
- Quantity - 1, 627G Caterpillar scraper
- Quantity - 1, 613CW Caterpillar water wagon
- Quantity - 1, 621GW Caterpillar water wagon
- Quantity - 1, 375H Sullair air compressor
- Quantity - 3, Magnum light towers

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 Phone: (520) 837-4134
 ISSUE DATE: AUGUST 27, 2021

RFP NO.: 212816
 RFP AMENDMENT NO.: 1
 PAGE 2 OF 3

DUE DATE: SEPTEMBER 14, 2021

CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

QUESTION: "Could equipment such as Refuse Handling units: ASL, Front and Rear Loaders be considered Heavy Equipment?"

ANSWER: Refuse handling equipment as mentioned in the question would not be considered 'Heavy Equipment' for the purposes of this RFP. It could be included in the "Allied" products, but it would not qualify as an evaluated product.

QUESTION: Please provide clarification on the ability of the Offeror to be State specific in OMINIA participation. As an example, could an Interested Offeror select only the States they currently consider their regional areas?

ANSWER: Pursuant to Attachment A – Exhibit B- OMINIA Partners Exhibit A-Response for National Cooperative Contract, 3.2 Distribution, Logistics, Offerors are encouraged to respond with their total service areas.

QUESTION: How does the City intend to make contract award?

ANSWER: To provide adequate contract coverage, and at the City's sole discretion, multiple awards may be made. If multiple awards are made, it will be up to each individual using department to determine which awarded Contractor they will use to meet their operational needs.

QUESTION: Please clarify, what is the City's estimated spend over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services?

ANSWER: The City anticipates spending approximately \$11.8 million over the full potential Master Agreement term (5 years) for Heavy Equipment, Parts, Accessories, Supplies and Related Services.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
 VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:

Patrick Kearns

88A87926721B4E0...
 Signature

09/10/21

Date

Patrick Kearns, North America Industry Manager
 Print Name and Title

Caterpillar Inc.

Company Name

100 NE Adams St.

Address

Peoria

City

IL

State

61629

Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 212816

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED
SERVICES**

AMENDMENT NO. TWO (2)

DATE ISSUED: September 10, 2021

The referenced document has been modified as per the attached Amendment No. 2.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 10, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 2
PAGE 1 OF 2

DUE DATE: SEPTEMBER 21, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby **changed** and is due on, **TUESDAY, SEPTEMBER 21, 2021, at 2:00 P.M.,**
LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:

Patrick Kearns

09/10/21

Signature

Date

Caterpillar Inc.

Company Name

100 NE Adams St.

Address

Peoria

City

IL

State

61629

Zip

Patrick Kearns, North America Industry Manager

Print Name and Title

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 212816

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED
SERVICES**

AMENDMENT NO. THREE (3)

DATE ISSUED: September 15, 2021

The referenced document has been modified as per the attached Amendment No. 3.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Cynthia Thompson NIGP-CPP, CPPB, Principal Contract Officer at (520) 837-4134 or Cynthia.thompson@tucsonaz.gov

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837-4134
ISSUE DATE: SEPTEMBER 15, 2021

RFP NO.: 212816
RFP AMENDMENT NO.: 3
PAGE 1 OF 2

DUE DATE: SEPTEMBER 24, 2021
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): DUE DATE

The Due Date is hereby **changed** and is due on, **FRIDAY, SEPTEMBER 24, 2021, at 2:00 P.M.**, LOCAL AZ TIME.

END OF AMENDMENT

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

DocuSigned by:

Patrick Kearns

68A87926721B4E0...
Signature

09/16/2021
Date

Patrick Kearns, North America Industry Manager
Print Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Contract 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

Caterpillar, Inc. Insurance Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Caterpillar Inc. 100 NE Adams Street Peoria IL 61629 USA	INSURER A: Old Republic Insurance Company	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570095599830**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			MWZY31381322	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MWTB 313812 22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

Contractual Liability is included in the General Liability policy. RE: Contract is for RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services. City of Tucson is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Tucson in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Tucson Attn: OMNIA Partners City of Tucson RFP 212816 City Hall, 255 W. Alameda 8th Floor East Tucson AZ 85701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570095599830

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Caterpillar Inc.

Endorsement Effective Date: 07/01/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2022

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com FAX (A/C, No): 212-948-0770														
CN101198626-CLS-WC-22-23	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Insurance Corporation	42404	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Liberty Insurance Corporation	42404														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629															

COVERAGES

CERTIFICATE NUMBER:

CHI-010143453-01

REVISION NUMBER: 12

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WA7-64D-004320-012 See Attached WC7-641-444315-062 MN, WI	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A							

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

RE: Equipment being used on public agency job sites

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Tucson
Attn: City of Tucson / OMNIA Partners
City of Tucson RFP 212816
City Hall, 255 W Alameda, 8th floor east
Tucson, AZ 85701

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED Caterpillar, Inc. 100 NE Adamst St Peoria, IL 61629	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

STATES CONTINUED (WA7-64D-004320-012):
AL, AR, AZ, CA, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NM, NV, NY, OK, OR, PA, RI, SC, SD, TX, UT, VA, VT, WV

Includes Other states Coverage (except Monopolistic States) and U.S. Longshore & Harbor Workers.



EMPISOU-01

MMORIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

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

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

PRODUCER ARNETT INSURANCE SERVICES, LLC 3850 E BASELINE RD #106 MESA, AZ 85206	CONTACT NAME: PHONE (A/C, No, Ext): (480) 830-7400 FAX (A/C, No): (480) 830-7404 E-MAIL ADDRESS: mmorin@arnettins.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Insurance Company INSURER B : Liberty Mutual Insurance Corporation INSURER C : Liberty Insurance Corporation INSURER D : INSURER E : INSURER F :
INSURED Empire Southwest, LLC 1725 S Country Club Dr Mesa, AZ 85210	NAIC # 42404

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	TB2661066618082	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 DESIGNATED LOC \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	AI2661066618062	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WA566D066618092	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Garagekeepers			AV7661066618062	7/1/2022	7/1/2023	Limit 2,000,000
C	Garage Liability			AV7661066618062	7/1/2022	7/1/2023	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 212816 Heavy Equipment, Parts, Accessories, Supplies and Related Services

Certificate Holder is included as Additional Insured with regard to the General Liability and Automobile Liability per written contract or agreement. This insurance is Primary and Non-contributory. Waiver of Subrogation applies in favor of the Additional Insured. 30-Day Notice of Cancellation applies. 10-Day Notice of Cancellation for Non-payment of Premium applies.

CERTIFICATE HOLDER

CANCELLATION

City of Tucson Dept of Procurement 255 W Alameda, 6th FL Lobby Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Empire Southwest, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Empire Southwest, LLC

Endorsement Effective Date: 07/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AI2661066618062
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We will not cancel or non-renew this policy or make a material change to the insurance afforded by this policy until written notice of cancellation, non-renewal or material change has been mailed or delivered to those listed in the schedule below at least;

- A. 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- B. 30 days before the effective date of the cancellation, non-renewal or material change if we cancel, non-renew or make a material change to the insurance afforded by this policy for any other reason.

Regardless of what is indicated above, the advance notice of cancellation will not be less than that provided in state law.

Schedule

Name:

Address:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss
and allowed by law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No. WA566D066618092 Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Contract 212816-01

**Heavy Equipment, Parts, Accessories, Supplies
and Related Services**

Caterpillar, Inc.

**Caterpillar, Inc. and OMNIA Partners
National Cooperative Agreement**



Town of Chino Valley
1020 W. Palomino Road
Chino Valley, AZ 86323



*Not Actual Quoted Machine

GENIE S-40 XC TELESCOPIC BOOM LIFT STANDARD EQUIPMENT

► Overview

- 660-lb /1,000-lb dual platform capacity
- Load sense technology for accurate load weighing and zero-load field calibration
- Automatic envelope control enables boom to retract when it reaches its operating envelope
- Chassis tilt sensor technology maximizes operators' ability to access hard-to-reach work areas
- Robust jib is capable of easily handling increased maximum capacity
- CAN-bus control system with onboard diagnostics maximizes serviceability
- Design focus on user interface and simplicity makes this machine easy-to-use
- Can be equipped with the new Genie Lift Power™ generator system
- Commonality in design and parts with other Genie booms

► Productivity

- Dual Axis Joystick Steering
- Drive Enable System
- Alarm Package: Flashing Beacon and Travel Alarm
- Tech Pro Link Connector
- Horn
- Hour Meter
- Dual Battery System
- Descent, Tilt and Motion Alarm
- Lift Guard™ Contact Alarm
- Lift Tools™ Work Tray
- Lift Connect™ Telematics
- Hydraulic Oil Cooler

► Power

- D2.9L Deutz Diesel Engine
- Anti-Restart Engine Protection
- Auto Engine Fault Shutdown
- In Cylinder Glow Plug
- Drive Speed –
 - Stowed – 4.0 mph
 - Raised – 0.68 mph

► Measurements

- 45 ft 6 in Working Height Max.
- 39 ft 6 in Platform Height Max.
- 31 ft 1 in Horizontal Reach Max.
- 660 lb Unrestricted and 1,000 lb Restricted Lift Capacity
- Platform –
 - Length – 3 ft
 - Width – 8 ft
- Height (stowed) – 8 ft 3 in
- Length (stowed) – 26 ft 4 in
- Width – 8 ft 2 in
- Wheelbase – 8 ft
- Ground Clearance (center) – 1 ft .5 in
- Height Under Counterweight – 3 ft 4 in

► Platform

- Standard 8 ft Tri Entry with Side Swing Gate
- Load Sense System
- Self-Leveling
- 660lb & 1,000 lb Dual Load Capacity with Automatic Envelope Control
- 160° Rotation
- Number of Occupants –
 - Restricted – 3
 - Unrestricted – 2

► Chassis

- 315/55D20 Water Based, Foam-Filled Rough Terrain Tires
- Active Oscillating Axle
- Two-Speed Wheel Motors
- Turning Radius –
 - Inside – 6 ft 10 in
 - Outside – 17 ft 2 in

List Price	\$146,770.00
OMNIA #212816-01 Discount 20.0%	-\$29,354.00
Empire Additional Discount 15.0%	-\$22,015.50
Contract Sale Price	\$95,400.50
Freight	\$2,559.00
Delivery	\$1,902.00
Standard Prep / PDI	\$793.00
Sale Price Subtotal	\$100,654.50
Sales Tax 8.35%	\$8,109.11
Total Sale Price	\$108,763.61

We appreciate the opportunity to quote you this machine. Thank you for your consideration, and we look forward to your valued business.

Dan Allen
Account Manager
Empire Machinery
928-713-2915
Dan.Allen@empire-cat.com
3/15/2024

This quote is good for thirty days and prices are subject to change. Availability subject to prior sale. Tire brand cannot be guaranteed. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/saleservice/terms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

EQUIPMENT STANDARD WARRANTY

| INCLUDED |

GENIE EQUIPMENT WARRANTY

Standard Factory

COMPREHENSIVE 1 YEAR

Price

INCLUDED

Payment

INCLUDED

Standard Warranty

- ▶ Protect your investment
- ▶ Reduce machine downtime
- ▶ Reduce unexpected repair cost exposure

EMPIRE ADDITIONAL SOLUTIONS

SOLUTION AND SERVICE CAPABILITIES

| ADVANTAGE |



Empire Solutions – (480) 633-4000

- ▶ Used Equipment Sales
- ▶ Rental Equipment
- ▶ Sitech
- ▶ Empire Technologies
- ▶ Truck and Trailer Sales
- ▶ Transport Services
- ▶ Power Systems
- ▶ Solar Solutions



RENEWABLE ENERGY



EMPIRE BRANDS

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SAFETY | RESPECT | INTEGRITY | TEAMWORK | EXCELLENCE | STEWARDSHIP | ASTONISHMENT

Genie® S®-40 XC™ & S-45 XC, S-40 TraX™ & S-45 TraX

Specifications

Models	S-40 XC & S-40 TraX		S-45 XC & S-45 TraX	
Measurements	US	Metric	US	Metric
Working height max. ⁽¹⁾	45 ft 6 in	14,04 m	50 ft 6 in	15,56 m
Working height max. (TraX) ⁽¹⁾	45 ft 8 in	14,09 m	50 ft 8 in	15,61 m
Platform height max.	39 ft 6 in	12,04 m	44 ft 6 in	13,56 m
Platform height max. (TraX)	39 ft 8 in	12,09 m	44 ft 8 in	13,61 m
Horizontal reach max.	31 ft 1 in	9,47 m	36 ft 2 in	11,02 m
Below ground reach	1 ft	0,30 m	4 ft 2 in	1,27 m
A Platform length (8 ft/6 ft)	3 ft/2 ft 6 in	0,91 m/0,76 m	3 ft/2 ft 6 in	0,91 m/0,76 m
B Platform width (8 ft/6 ft)	8 ft/6 ft	2,44 m/1,83 m	8 ft/6 ft	2,44 m/1,83 m
C Height - stowed (tires)	8 ft 3 in	2,51 m	8 ft 3 in	2,51 m
D Height - stowed (TraX)	8 ft 6 in	2,59 m	8 ft 6 in	2,59 m
E Length - stowed (tires)	26 ft 4 in	8,03 m	31 ft 1 in	9,47 m
F Length - stowed (TraX)	26 ft 4 in	8,03 m	31 ft 1 in	9,47 m
G Width (tires)	8 ft 2 in	2,49 m	8 ft 2 in	2,49 m
H Width (TraX)	8 ft 1,6 in	2,48 m	8 ft 1,6 in	2,48 m
I Wheelbase	8 ft 1 in	2,46 m	8 ft 1 in	2,46 m
J Ground clearance - center (tires)	1 ft .5 in	0,32 m	1 ft .5 in	0,32 m
K Ground clearance - center (TraX)	1 ft 7 in	0,48 m	1 ft 7 in	0,48 m
L Height under counterweight	3 ft 4 in	1,02 m	3 ft 4 in	1,02 m

Productivity

Lift capacity max. - unrestricted	660 lb	300 kg	660 lb	300 kg
Lift capacity max. - restricted	1 000 lb	454 kg	1 000 lb	454 kg
Number of Platform Occupants (restricted/unrestricted)	3/2		3/2	
Platform rotation	160°		160°	
Jib length	—		5 ft	1,52 m
Vertical jib rotation (up/down)	—		133°	
Turntable rotation	360°		360°	
Turntable tailswing	38 in	0,97 m	38 in	0,97 m
Drive speed - stowed (tires)	4,0 mph	6,40 km/h	4,0 mph	6,40 km/h
Drive speed - stowed (TraX)	2,04 mph	3,28 km/h	2,04 mph	3,28 km/h
Drive speed - raised (tires)	0,68 mph	1,1 km/h	0,68 mph	1,1 km/h
Drive speed - raised (TraX)	0,68 mph	1,1 km/h	0,68 mph	1,1 km/h
Gradeability - stowed ⁽²⁾	45°		45°	
Tilt sensor activation (front to back/side to side)	7°/5°		7°/5°	
Turning radius - inside/outside (tires)	6 ft 10 in/ 17 ft 2 in	2,08 m/ 5,23 m	6 ft 10 in/ 17 ft 2 in	2,08 m/ 5,23 m
Turning radius - inside/outside (TraX)	6 ft 10 in/ 17 ft 2 in	2,08 m/ 5,23 m	6 ft 10 in/ 17 ft 2 in	2,08 m/ 5,23 m
Tires	315/55D20		315/55D20	
Track system - 4 points	TraX		TraX	

Power

Power	Diesel		Diesel	
Hydraulic tank capacity	38 gal	144 L	38 gal	144 L
Fuel tank capacity	35 gal	132 L	35 gal	132 L

Weight⁽³⁾ and Floor Loading⁽⁴⁾

Weight (tires)	13 945 lb	6 325 kg	15 800 lb	7 167 kg
Weight (TraX)	17 120 lb	7 765 kg	19 010 lb	8 623 kg
Tire contact pressure	92 psi	634 kPa	92 psi	634 kPa
Track contact pressure	22 psi	151,7 kPa	25 psi	172,4 kPa
Occupied floor pressure (tires)	162 psf	7,76 kPa	187 psf	8,95 kPa
Occupied floor pressure (TraX)	201 psf	9,6 kPa	223 psf	10,7 kPa

Sound and Vibration Levels

Sound Pressure level (ground workstation)	90 dBA		90 dBA	
Sound Pressure level (platform workstation)	77 dBA		77 dBA	
Vibrations	< 2,5 m/s ²		< 2,5 m/s ²	

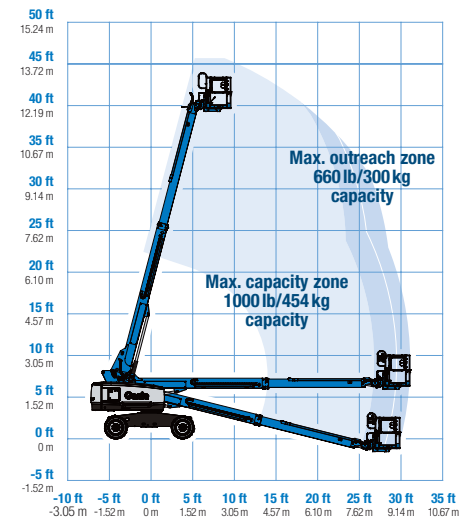
(1) The metric equivalent of working height adds 2 m to platform height. The imperial equivalent adds 6 ft to platform height.

(2) Gradeability applies to driving on slopes and may vary depending on options and machine configurations. See operator's manual for details regarding slope ratings.

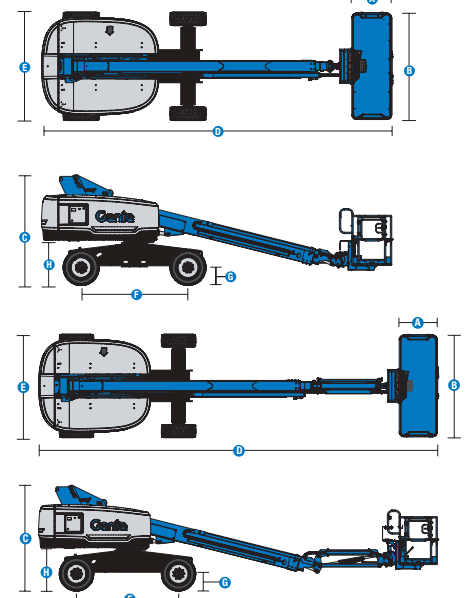
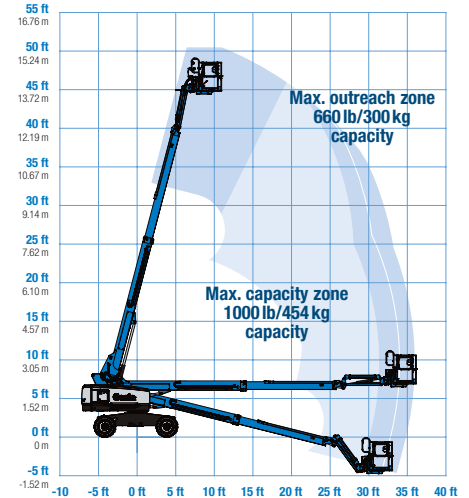
(3) Weight refers to standard configuration and may vary depending on options and/or country standards.

(4) Floor loading information is approximate and may vary depending on options and machine configurations. It should be used only with adequate safety factors.

Range of motion S-40 XC/S-40 TraX



Range of motion S-45 XC/S-45 TraX



Genie® S®-40 XC™ & S-45 XC, S-40 TraX™ & S-45 TraX

SKU: Standard Model

- **S40XC001AF0017:** S-40 XC, 4WD
- **S40XC001AF0022:** S-40 XC, Lift Power 3kW, 4WD
- **S40XC001AF0023:** S-40 XC, Lift Power 12kW Welder Ready, 4WD

SKU: Standard Model

- **S45XC001AF0051:** S-45 XC, 4WD
- **S45XC001AF0052:** S-45 XC, Lift Power 3kW, 4WD
- **S45XC001AF0099:** S-45 XC, Lift Power 12kW Welder Ready, 4WD

* Build to Order

Option availability		S	S+	BtO
Power	49 hp, 37 kW, Deutz D2.9L, Diesel, T4f	✓	✓	✓
	49 hp, 37 kW, Perkins 404F-E22T, Turbo Diesel, T4f			○
	60 hp, 45 kW, Ford 2.5L, Gas/LPG			○
	Cold weather package			○
	Positive air shutdown system			○
	Anti-restart engine protection	✓	✓	✓
	Auto engine fault shutdown	✓	✓	✓
	In cylinder glow plug (diesel only)	✓	✓	✓
Platform	6ft/1,83m dual-entry platform with side swing gate			○
	8ft/2,44m tri-entry platform with side swing gate	✓	✓	✓
	Dual axis joystick steering	✓	✓	✓
	Thumb rocker steering			○
	Air line to platform			○
	Control box covers		○	○
	Lift Guard Full Mesh panels			○
	Lift Guard Half Mesh panels			○
	Light Package: drive and work lights		○	○
	Platform auxiliary top rail			○
	Lift Power 3kW AC Generator, 110V/60Hz			○
	Lift Power 3kW AC Generator, 220V/50Hz			○
	Lift Power 12kW Welder Ready			○
	660lb/300kg & 1000lb/454kg dual load capacity with automatic envelope control	✓	✓	✓
	Drive enable system	✓	✓	✓
	Horn	✓	✓	✓
	Lift Guard Contact Alarm	✓	✓	✓
	Lift Tools Work Tray	✓	✓	✓
Chassis	Platform load sense system	✓	✓	✓
	Proportional controls	✓	✓	✓
	Self-leveling platform	✓	✓	✓
	Lift Connect Telematics	✓	✓	✓
	Telematics-ready	✓	✓	✓
	Lift Connect with Access Manager upgrade		○	○
	Biodegradable hydraulic oil			○
	Cold weather hydraulic oil			○
	Fire resistant hydraulic oil			○
	High floatation, air-filled tires		○	○
	Rough terrain, foam-filled tires	✓	✓	✓
	Rough terrain, foam-filled, non-marking tires		○	○
	TraX track drive system			○
	Deluxe hostile environment kit			○
	Hostile environment kit			○
	LPG tank 33.5lb			○
	Tow package			○
	2 speed wheel motors	✓	✓	✓
	Active oscillating axle	✓	✓	✓
	Alarm package: includes flashing beacon and travel alarm	✓	✓	✓
	Chassis tilt lift and drive function cut-out	✓	✓	✓
	Descent, tilt and motion alarm	✓	✓	✓
	Dual battery system	✓	✓	✓
	Hour meter	✓	✓	✓
	Hydraulic oil cooler	✓	✓	✓
	Tech Pro Link connector	✓	✓	✓

Positive air shutdown system for Deutz engines only

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Rugged Terrainability



Xtra Capacity



Zero-Load Calibration



Genie Genuine Accessories⁽¹⁾

- Lift Tools Productivity Tools
- Lift Connect Telematics
- Tech Pro Link Handheld Device

(1) More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

02/24



The Town of Chino Valley is highlighted in yellow below.

The ID number is your member number (#1129203)

ID	Organization Name	Street Address	City	State	Postal Code	County
5125445	TOWN OF CLIFTON	PO BOX 1415	Clifton	AZ	85533	Greenlee
5085519	TOWN OF YOUNGTOWN	12030 N CLUBHOUSE SQUARE	Youngtown	AZ	85363	Maricopa
5223480	TOWN OF MARANA	11555 W. Civic Center Dr.	Marana	AZ	85653	Pima Co
5127800	Town of Hayden	P. O. Box B520 Velasco Ave.	Hayden	AZ		
5138760	KAYENTA TOWNSHIP	P.O. Box 1490	Kayenta	AZ	86033	Navajo
5228003	TOWN OF SAHUARITA	375 W SAHUARITA CENTER WAY	Sahuarita	AZ	85629	Pima Co
5223483	TOWN OF MARANA-WATER DEPT	14393 N LUCKETT RD	Marana	AZ	85653	Pima Co
5126737	MORRISTOWN SCHOOL DISTRICT	25950 W. Rockaway Hills Drive	Morristown	AZ	85342	Maricopa
5195991	TOWN OF GUADALUPE	9241 S. Avenida Del Yaqui	Guadalupe	AZ	85283	Maricopa
5119899	TOWN OF MARANA-WATER DEPT	14393 N LUCKETT RD	Marana	AZ	85653	Pima Co
5055888	Town of Star Valley	P.O. Box 640	Payson	AZ	85541	Gila Co
2522195	Town of Star Valley	3675 E Az Highway 260	Payson	AZ	85541-2449	Gila Co
5021428	Town & Country Elementary School	1313 S LENZNER AVE	Sierra Vista	AZ	85635-4878	Cochise
5045899	Town of Duncan	506 SE Old West Highway	Duncan	AZ	85534	Greenlee
1129203	Town Of Chino Valley	1020 W Palomino Rd	Chino Valley	AZ	86323-5688	Yavapai
5017970	Town Of Wickenburg	500 CONEY OROSCO DR	Wickenburg	AZ	85390-3641	Maricopa
5148539	Town Of Kearny	PO Box 639	Kearny	AZ	85137-0111	Pinal Co
5132434	Town Of Fountain Hills	16705 E Ave Of The Fountains	Fountain Hills	AZ	85268-3815	Maricopa
2520148	Town of Patagonia	PO Box 767	Patagonia	AZ	85624-0767	Santa Cruz
5148057	Town Of Clarkdale	PO Box 308	Clarkdale	AZ	86324-0308	Yavapai
5129568	Town Of Gilbert Swimming Pools	1016 N Burk St	Gilbert	AZ	85234-3473	Maricopa
814200	ASU Downtown Phoenix Center	500 N 3rd St	Phoenix	AZ	85004	Maricopa
2522108	Town of Florence	PO Box 2670	Florence	AZ	85132	Pinal Co
5039784	TOWN OF GILBERT COMMUNITY CTR	130 N OAK ST	Gilbert	AZ	85233	Maricopa
5150839	Town Of Camp Verde	Missing Address	Camp Verde	AZ	86322	Yavapai
2519843	Town of Cave Creek	37622 N Cave Creek Rd	Cave Creek	AZ	85331-8927	Maricopa
2520058	Town of Superior	734 W Main St	Superior	AZ	85173-3409	Pinal Co
5228005	TOWN OF SAHUARITA	PO BOX 13289	Phoenix	AZ	85002	Maricopa
971659	Town of Youngtown	4141 W Van Buren St	Phoenix	AZ	85009	Maricopa
1041618	Wrightstown KinderCare	7770 E Wrightstown Rd	Tucson	AZ	85715	Pima Co
5138422	Town Of Miami	500 W Sullivan St Town Of Miami	Miami	AZ	85539-1214	Gila Co
5013361	Morenci Township Parks & Recreation	4521 N US HIGHWAY 191	Morenci	AZ	85540-9700	Greenlee
5139842	Town Of Parker	6401 E Lincoln Dr	Paradise Valley	AZ	85253-4328	Maricopa
2519883	Town of Eagar	22 W 2nd Ave	Eagar	AZ	85925	Apache



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 6/11/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1258, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2024/2025.

SUMMARY:

Pursuant to § 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1258, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2024/2025 and setting a date for the public hearing on the proposed statements and estimates for June 25, 2024.

FISCAL IMPACT?

Approval will create a levy to pay for street lighting within the CVSLID street lighting district. The districts are accounted for in a separate fund by the Town.

ATTACHMENTS:

1.	RES 2024-1258 - CVSLID Tentative Budget FY 2024-25
----	--

RESOLUTION NO. 2024-1258

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2024/2025, PURSUANT TO ARIZONA REVISED STATUTES SECTION 48-616, AS AMENDED; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES AS APPROVED; AND PROVIDING FOR NOTICE OF THE HEARING AND PUBLICATION OF THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES OF THE DISTRICTS WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICTS.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the "Town Council"), to levy taxes upon all property, real and personal, in municipal street lighting improvement districts to pay the annual expenses of such districts; and

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

WHEREAS, the Town Council desires to approve said statements and estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the "Lighting Districts"); and

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

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

SECTION 2. The proposed statements and estimates of expenses of the Town of Chino Valley Lighting Districts for Fiscal Year 2024/2025, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

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

SECTION 4. A public hearing and special meeting to approve the statements and estimates of expenses of the Lighting Districts shall be set for June 25, 2024.

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

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

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1258 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1258

[Statements and Estimates of Expenses]

See the following page.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Statements and Estimates of Expenses

Fiscal Year - 2024/2025

Co. No.	Dist. No.	Town ID No.	Town ID Name	A 2023/2024 Estimated Actual Expenses	B 2023/2024 Levy Request	C 2023/2024 Difference on Expenses vs. Levy	D 2024/2025 Projected Expenses	E 2024/2025 Levy Request
	13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,150	\$ 1,700	\$ (450)	\$ 2,200	\$ 2,200
	13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100
	13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 1,050	\$ 1,100	\$ 50	\$ 1,050	\$ 1,050
Total				\$ 4,300	\$ 3,900		\$ 4,350	\$ 4,350



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5e
MEETING DATE: 6/11/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1264, approving the proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for fiscal year 2024/2025.

SUMMARY:

Pursuant to § 48-574, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1264, approving the proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for fiscal year 2024/2025 and setting a date for the public hearing on the proposed statements and estimates for June 25, 2024.

FISCAL IMPACT?

Approval will create a levy to pay for maintenance within the maintenance improvement district. The district is accounted for in a separate fund by the Town.

ATTACHMENTS:

1.	RES 2024-1264 - DSMID Tentative Budget FY 2024-25
----	---

RESOLUTION NO. 2024-1264

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES OF THE TOWN OF CHINO VALLEY DEL SOL MAINTENANCE IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024/2025, PURSUANT TO ARIZONA REVISED STATUTES SECTION 48-574, AS AMENDED; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES AS APPROVED; AND PROVIDING FOR NOTICE OF THE HEARING AND PUBLICATION OF THE PROPOSED STATEMENTS AND ESTIMATES OF EXPENSES OF THE DISTRICT WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICT.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-574 require the Mayor and Council of the Town of Chino Valley (the "Town Council"), to levy taxes upon all property, real and personal, in maintenance improvement districts to pay the annual expenses of such districts; and

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

WHEREAS, the Town Council desires to approve said statements and estimates for the fiscal year beginning July 1, 2024, and ending June 30, 2025, for the Del Sol Maintenance Improvement District; and

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

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

SECTION 2. The proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

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

SECTION 4. A public hearing and special meeting to approve the statements and estimates of expenses of the Del Sol Maintenance Improvement District shall be set for June 25, 2024.

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

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

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1264 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1264

[Statements and Estimates of Expenses]

See the following page.

EXHIBIT "A"

**TOWN OF CHINO VALLEY, ARIZONA
Maintenance Improvement Districts**

Statements and Estimates of Expenses

Fiscal Year - 2024/2025

Co. Dist. No.	Town ID No.	Town ID Name	A	B	C	D	E
			2023/2024 Estimated Actual Expenses	2023/2024 Levy Request	2023/2024 Difference on Expenses vs. Levy	2024/2025 Projected Expenses	2024/2025 Levy Request
28290	MID- 2022- 001	Chino Valley, Arizona, Del Sol Maintenance Improvement District	\$ -	\$ -	\$ -	\$ 2,600	\$ 2,600
Total			\$ -	\$ -		\$ 2,600	\$ 2,600



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5f
MEETING DATE: 6/11/2024
CONTACT PERSON: Cindy Blackmore, Town Manager
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Council Rules of Procedure and Code of Conduct.

SUMMARY:

As discussed at the April 23rd Study Session, staff has prepared the attached updated Council Rules of Procedure with the requested edits from the Council and Town Attorney. As evidenced, most changes reflect formatting, except for Sections 1, "General Rules", 3(B) "Council-Manager Form of Government", and 14 "Amendment; Suspension."

PREVIOUS ACTION:

Study Session held on April 23, 2024.

STAFF RECOMMENDATION:

Approve the Chino Valley Town Council Rules of Procedure.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	POLICY - Council Rules of Procedure (003)(5.29.24)
2.	Redline/Comparison to 4/11/24 Draft

**CHINO VALLEY TOWN COUNCIL
RULES OF PROCEDURE
PURSUANT TO CHINO VALLEY TOWN CODE § 30.067**

This document is designed to provide information on the roles and responsibilities of the Town Council and describe the manner in which Council members ought to treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Chino Valley. Council members should lead with honor, honesty, and respect to assure public confidence in the integrity of local government and its effective and fair operation.

SECTION 1 – GENERAL RULES

Council proceedings shall be governed by these rules unless otherwise provided by the Town Code or Arizona law. Questions of order and conduct not covered by these rules, the Town Code, or Arizona law will be governed by “Parliamentary Procedure at a Glance: New Edition” by O. Garfield Jones, then, if necessary, by “Robert’s Rules of Order.”

SECTION 2 – CODE OF ETHICS

Council members occupy positions of public trust. Council members shall strictly adhere to both the spirit and the letter of Town Code Chapter 35 (Code of Ethics), which includes but is not limited to:

Responsibilities of Public Office.

- (A) By oath of office, each representative is responsible for upholding the Constitution of the United States, the Constitution of the State of Arizona, and the ordinances and regulations of the town. The public official shall perform his obligations in a manner that is impartial and responsible to all people.
- (B) The public official shall not use his position for personal or monetary gain.
- (C) The public official shall not disclose confidential information concerning the property, government, or affairs of the town without proper legal authorization.

Conduct in Public Office.

- (A) The public official shall not discuss or divulge confidential information acquired by him or her in the course of his or her official duties, nor shall he or she use this information for his or her own personal interest or aggrandizement.
- (B) The public official shall respect the rights, privileges, and opinions of his or her fellow officials, staff, and the public at large. Council members shall exhibit respect for the public, other governmental units and agencies, and the professional and ethical conduct of the Town Manager and staff. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals. In bringing honor to the title and in recognition of the weighty respect due the role of public official, those elected to public office shall:
 - (1) Lead by example.
 - (2) Demonstrate civil and courteous conduct at all times.
 - (3) Seek and speak the truth.
 - (4) Respect all people.
 - (5) Accept respectful dissent as a civic right.

- (C) In his or her dealings with town employees, the public official shall maintain professional conduct with respect to the employee's work assignments and obligations and shall refrain from directly influencing the professional management of the town's administration by any means other than direct communication with the Town Manager. The office of the public official shall in no situation be used to wrongfully obtain information or administrative outcomes, either by intimidation or by deliberately violating the privacy of an employee's workstation.
- (D) All public officials shall comply with this code of ethics.

SECTION 3 – COUNCIL-MANAGER FORM OF GOVERNMENT

Council members shall respect and adhere to the Town's Council-Manager structure of government. In this structure, the Town Council determines the policies of the Town with the advice, information, and analysis provided by the public, boards, committees, commission, and Town staff. Council members, therefore, shall not interfere with the administrative functions of the Town or the professional duties of Town staff; nor shall they impair the ability of staff to implement Council policy decisions.

Contact with Staff.

- (A) All Town staff should be treated as professionals and with respect. Inappropriate behavior towards staff is not acceptable.
- (B) Except for the purpose of inquiry, the Council members shall deal with the town's administrative functions solely through the Town Manager. Neither the Council nor any member thereof shall give orders directly to, or discuss job performance directly with, any subordinates of the Town Manager, either publicly or privately, but may discuss the same directly with the Town Manager. No Council member shall direct or make any request of the Town Manager regarding the appointment of any person to office or the removal from office of any employee or any subordinates.
- (C) Administrative support will be provided to all Council members, and requests for additional staff support should be made to the Town Manager, who is responsible for allocating Town resources.
- (D) Council members should not solicit any type of political support from Town staff.

SECTION 4 – OVERVIEW OF ROLES AND RESPONSIBILITIES

Mayor. The powers and duties of the Mayor include:

- (A) Being the chief executive officer of the town.
- (B) Chairing and presiding over Council meetings.
- (C) Executing and authenticating instruments on behalf of the Town.
- (D) Making recommendations and suggestions to the Council.
- (E) By proclamation, declaring local emergencies to exist.
- (F) Calling for special meetings.
- (G) Speaking for the Town of Chino Valley.
- (H) Making judgment calls on proclamations, agendas, etc.
- (I) Recommending subcommittees as appropriate for Council approval.
- (J) Leading the Council into an effective, cohesive working team.

Vice Mayor.

- (A) Serves at the pleasure of the Council.
- (B) Performs the duties of the Mayor in the Mayor's absence.

- (C) Chairs Council meetings in the absence of the Mayor.
- (D) Represents the Town at ceremonial functions at the request of the Mayor.

All Council members, including those serving as Mayor and Vice-Mayor, have equal votes. No Council member has more authority than any other Council member, and all should be treated with equal respect. Council members should:

- (A) Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others.
- (B) Prepare in advance of Council meetings and be familiar with issues on the agenda.
- (C) Represent the Town at ceremonial functions at the request of the Mayor or at the request of the Council.
- (D) Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- (E) Serve as a model of leadership and civility to the community.
- (F) Inspire public confidence in Town government.
- (G) Demonstrate honesty and integrity in every action and statement.
- (H) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as these Rules.
- (I) Provide contact information with the Town Clerk in case an emergency or urgent situation arises while the Council member is out of Town.

SECTION 5 – COUNCIL MEETINGS

The Council shall hold regular meetings, study sessions, and special meetings according to the Town Code.

- (A) Council meetings shall be conducted in accordance with these rules unless a motion to temporarily suspend these rules is approved by a vote of 3/4 of the members present.
- (B) The Council may meet in or recess into executive session only as provided by law.
- (C) Study Sessions are public meetings of the Council at which no formal vote is taken. Their primary purpose is for the exchange of information between the Council, staff, and designated persons, and for detailed discussion of specific topics.

SECTION 6 – MEETING AGENDAS AND PREPARATION

The agenda format for Council meetings shall be in accordance with the most recent format adopted by the Council for the meeting(s) in question. Agendas shall be prepared in accordance with the most recent rules adopted by the Council.

- (A) Items may be placed on a Council agenda by the Mayor, Town Manager, or any two Council members. Said agenda items must be submitted in writing 21 days before the scheduled Council meeting date.
- (B) All agenda items for a regular meeting shall be submitted to the Town Clerk 21 days before the scheduled Council meeting date. An agenda item may be submitted after the due date if it is approved for placement on the agenda by the Mayor or the Town Manager.
- (C) Council agendas, staff memorandums, and other backup materials (agenda packets) shall be ready for distribution to Council members and the media one week before the regularly scheduled meeting (six days before when the week prior to a meeting includes a holiday).

SECTION 7 – OPEN MEETING LAW

Council members shall conduct the business affairs of the Council in an open and public manner consistent with the letter and spirit of Arizona's Open Meeting Law, A.R.S. §§ 38-431 to -431.09, as amended. Council members may not use telephone, email, text, or any other means of communication to evade the obligations of the Arizona Open Meeting Law. This includes engaging in email or other forms of communication that involve discussions, deliberations, or legal action by a quorum of the Council on matters pertaining to Town business.

Arizona Open Meeting Law prohibits discussion during a meeting on any item that is not listed on the agenda unless it is reasonably related to an item listed on the agenda. "Reasonably related" requires that reasonable members of the public would or should expect such "reasonably related items" to be discussed under the published agenda item. This ensures that members of the public will have adequate notice of the possible discussion so that they can decide whether they wish to attend the meeting in question.

The Town Attorney shall promote and enforce state laws regulating open meetings and be assertive in ensuring strict adherence to those laws.

SECTION 8 – CONDUCT OF MEETINGS

The chair shall decide all questions of order, subject to appeal by the Council.

The Mayor will chair official meetings of the Town Council unless the Mayor is absent or the Vice-Mayor or another Council member is designated as chair for a specific meeting.

The chair shall:

- (A) Maintain order, decorum, and the fair and equitable treatment of all speakers.
- (B) Keep discussion and questions focused on specific agenda items under consideration.
- (C) Mark parliamentary rulings. Chair rulings may be overturned if a Council member makes a motion as an individual and the majority of the Council votes to overrule the chair.

Council members wishing to speak shall be first recognized by the chair.

The chair shall have the authority to preserve order and decorum during meetings. Any remarks shall be addressed to the chair and to any or all Council members. No member of the staff or Council shall enter any discussion, either directly or indirectly, without having first obtained the floor by permission of the chair.

SECTION 9 – MOTIONS

Items shall be discussed and voted upon using the following procedure:

- (A) The Mayor shall read the agenda item as it appears on the agenda.
- (B) Staff may present a report of the agenda item.
- (C) Council members may ask questions of staff concerning the staff report.
- (D) The Mayor may call for public discussion of the matter.
- (E) Council members shall discuss the item among themselves as needed.
- (F) Council members shall make and second a motion concerning the agenda item.
- (G) The Mayor shall call for a vote on the motion.

SECTION 10 – VOTING

The vote on any question shall be taken simultaneously.

- (A) A majority vote of the Council shall be a majority of the legal votes cast. Abstention from voting by a Council member shall not constitute a legal vote.
- (B) If the chair is unable to accurately determine the result of the vote, he or she may request a vote by roll call to be taken by the Town Clerk. A request by any member of the Council for a vote by roll shall be honored by the chair.
- (C) There shall be no discussion or speaking on the subject of the vote during or after the vote is taken.

SECTION 11 – RIGHT OF APPEAL

Any Council member may appeal from a ruling of the chair.

- (A) The motion to appeal must be seconded.
- (B) The maker of the appeal may briefly state his case.
- (C) There shall be no debate or discussion of the appeal.
- (D) The chair shall ask the question, “Shall the decision of the chair be upheld?” A majority of “aye” votes upholds the ruling of the chair.

SECTION 12 – SERGEANT AT ARMS

The Chief of Police or other designated member of the Police Department shall be Sergeant-at-Arms at the regular meetings of the Council and at any other meetings when requested by the chair or the Town Manager.

SECTION 13 – PUBLIC PARTICIPATION

Generally. It is the Council’s desire to hear public comment on regular and special meeting agenda items. Because it is important to maintain order during the meeting, members of the public are expected to observe the same rules of propriety and decorum applicable to Council members. Personal, impertinent, or slanderous remarks are not acceptable. Persons not conducting themselves in an acceptable manner will be warned by the chair. Any person persisting in such conduct will be removed by the Sergeant-at-Arms.

Call to the Public. Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speaking for three 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 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

SECTION 14 – AMENDMENT; SUSPENSION

These rules may be amended at any regular or special meeting of the Council by a majority vote.

These rules may be temporarily suspended by a recorded vote of 2/3 of the members present, except that this section shall not be construed to permit any action that is contrary to Arizona law.

**CHINO VALLEY TOWN COUNCIL
RULES OF PROCEDURE**

~~SECTION § 30.067~~ PURSUANT TO THE CHINO VALLEY TOWN CODE § 30.067

This document is designed to provide information on the roles and responsibilities of the Town Council and describe the manner in which Council members ought to treat one another, Town staff, constituents, and others they come into contact with in representing the Town of Chino Valley. Council members should lead with honor, honesty, and respect to assure public confidence in the integrity of local government and its effective and fair operation.

SECTION 1 – GENERAL RULES

Council proceedings shall be governed by these rules unless otherwise provided by the Town Code or Arizona law. Questions of order and conduct not covered by these rules, the Town Code, or Arizona law will be governed by “Parliamentary Procedure at a Glance: New Edition” by O. Garfield Jones, then, if necessary, by “Robert’s Rules of Order.”

~~The rules of parliamentary practice contained in the most recent edition of Robert’s Rules of Order shall govern the council meetings in all cases to which they are applicable, provided they are not in conflict with these rules, the laws, and regulations of the Town of Chino Valley, or the Arizona Revised Statutes.~~

SECTION 2 – CODE OF ETHICS

Council members occupy positions of public trust. Council members shall strictly adhere to both the spirit and the letter of ~~the laws of the Town of Chino Valley~~ Town Code – Chapter 35 (Code of Ethics), which includes but is not limited to:

~~§ 35.02~~ Responsibilities of Public Office.

- (A) By oath of office, each representative is responsible ~~to~~for upholding the Constitution of the United States, the Constitution of the State of Arizona, and the ordinances and regulations of the town. The public official shall perform his obligations in a manner that is impartial and responsible to all people.
- (B) The public official shall not use his position for personal or monetary gain.
- (C) The public official shall not disclose confidential information concerning the property, government, or affairs of the town without proper legal authorization.

~~§ 35.04~~ Conduct in Public Office.

- (A) The public official shall not discuss or divulge confidential information acquired by him or her in the course of his or her official duties, nor shall he or she use this information for his or her own personal interest or aggrandizement.
- (B) The public official shall respect the rights, privileges, and opinions of his or her fellow officials, staff, and the public at large. Council members shall exhibit respect for the public, other governmental units and agencies, and the professional and ethical conduct of the Town Manager and staff. Propriety dictates that the public official be sensitive to the possible confidential or personal nature of directives addressed to other individuals.

In bringing honor to the title and in recognition of the weighty respect due the role of public official, those elected to public office shall:

- (1) Lead by example.

- (2) Demonstrate civil and courteous conduct at all times.
 - (3) Seek and speak the truth.
 - (4) Respect all people.
 - (5) Accept respectful dissent as a civic right.
- (C) In his or her dealings with town employees, the public official shall maintain professional conduct with respect to the employee's work assignments and obligations and shall refrain from directly influencing the professional management of the town's administration by any means other than direct communication with the Town Manager. The office of the public official shall in no situation be used to wrongfully obtain information or administrative outcomes, either by intimidation or by deliberately violating the privacy of an employee's workstation.
- (D) All public officials shall comply with this code of ethics.

SECTION 3 – ~~MAYOR / MANAGER~~ COUNCIL-MANAGER FORM OF GOVERNMENT

Council members shall respect and adhere to the ~~Mayer / Manager~~ Town's Council-Manager structure of ~~Chino Valley town~~ government. In this structure, the Town Council determines the policies of the Town with the advice, information, and analysis provided by the public, boards, committees, commission, and Town staff. Council members, therefore, shall not interfere with the administrative functions of the Town or the professional duties of Town staff; nor shall they impair the ability of staff to implement Council policy decisions.

Contact with Staff.

- (A) All Town staff should be treated as professionals and with respect. Inappropriate behavior towards staff is not acceptable.
- (B) Except for the purpose of inquiry, the Council members shall deal with the town's administrative functions solely through the Town Manager. Neither the Council nor any member thereof shall give orders directly to, or discuss job performance directly with, any subordinates of the Town Manager, either publicly or privately, but may discuss the same directly with the Town Manager. No Council member shall direct or make any request of the Town Manager regarding the appointment of any person to office or the removal from office of any employee or any subordinates.
- ~~(B) As Town staff is accountable to their supervisors, questions of Town staff and/or requests for additional background information should be directed only to the Town Manager.~~
- ~~(C) No Council Member shall give orders or instructions to any subordinate of the Town Manager without the consent of the Town Manager.~~
- ~~(D) Council Members should never criticize or express concerns about the performance of an individual employee in public, to the employee directly, or to the employee's manager.~~
- ~~(E) Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.~~
- (~~F~~C) Administrative support will be provided to all Council members, and requests for additional staff support should be made to the Town Manager, who is responsible for allocating Town resources.
- (~~G~~D) Council members should not solicit any type of political support from Town staff.

SECTION 4 – OVERVIEW OF ROLES AND RESPONSIBILITIES

Mayor—~~§ 30.023.~~ The powers ~~&~~and duties of the Mayor include:

- (A) ~~Acts as~~Being the chief executive officer of the town.
- (B) Chairsing and presiding over Council meetings.
- ~~(C) Enforces the provisions of the Town Code.~~
- ~~(DC)~~ Executesing documents and authenticating instruments on behalf of the Town ~~of Chino Valley.~~
- ~~(ED)~~ MakesMaking recommendations and suggestions to the Council.
- ~~(FE)~~ MayBy proclamation, declareing local emergencyies to exist.
- ~~(GF)~~ CallsCalling for special meetings.
- ~~(HG)~~ Recognized as spokespersonSpeaking for the Town of Chino Valley.
- ~~(IH)~~ MakesMaking judgment calls on proclamations, agendas, etc.
- ~~(JI)~~ Recommendsing subcommittees as appropriate for Council approval.
- ~~(KJ)~~ LeadsLeading the Council into an effective, cohesive working team.

Vice Mayor—~~§ 30.021.~~

- (A) Serves at the pleasure of the Council.
- (B) Performs the duties of the Mayor in the Mayor's absence.
- (C) Chairs Council meetings in the absence of the Mayor.
- (D) Represents the Town at ceremonial functions at the request of the Mayor.

All Council members

~~All members of the Town Council,~~ including those serving as Mayor and Vice-Mayor, have equal votes. No Council member has more authority than any other Council member, and all should be treated with equal respect.~~All~~ Council members should:

- (A) Fully participate in Town Council meetings and other public forums while demonstrating kindness, consideration, and courtesy to others.
- (B) Prepare in advance of Council meetings and be familiar with issues on the agenda.
- (C) Represent the Town at ceremonial functions at the request of the Mayor or at the request of the Council.
- (D) Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- (E) Serve as a model of leadership and civility to the community.
- (F) Inspire public confidence in ~~Chino Valley~~Town government.
- (G) Demonstrate honesty and integrity in every action and statement.
- (H) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as ~~this~~these Rules ~~of Procedure.~~
- (I) Provide contact information with the Town Clerk in case ~~of~~ an emergency or urgent situation arises while the Council member is out of Town.

SECTION 5 – COUNCIL MEETINGS

~~§ 30.065 MEETINGS~~

The Council shall hold regular meetings, study sessions, and special meetings according to the ~~provisions of the~~ Town Code.

- (A) Council meetings shall be conducted in accordance with these rules unless a motion to temporarily suspend ~~the~~these rules is approved by a ~~three-fourths~~(vote of 3/4) ~~majority vote~~ of the members present.
- (B) The Council may meet in or recess into executive session only as provided by ~~the~~ Arizona Revised Statutes~~law~~.
- (C) Study Sessions are public meetings of the Council at which no formal vote is taken. Their primary purpose is for the exchange of information between the Council, staff, and ~~or~~ designated persons, and for detailed discussion of specific topics.

SECTION 6 – MEETING AGENDAS AND PREPARATION

The agenda format for Council meetings shall be in accordance with the most recent format adopted by the Council for the ~~particular~~ meeting(s) in question. Agendas shall be prepared in accordance with the most recent rules adopted by the Council.

- (A) Items may be placed on a Council agenda by the Mayor, Town Manager, or any two Council members. Said agenda items must be submitted in writing ~~twenty-one~~(21) days before the scheduled Council meeting date.
- (B) All agenda items for a regular meeting shall be submitted to the Town Clerk ~~twenty-one~~(21) days before the scheduled Council meeting date. An agenda item may be submitted after the due date if it is approved for placement on the agenda by the Mayor or the Town Manager.
- (C) Council agendas, staff memorandums, and other backup materials (agenda packets) shall be ready for distribution to Council members and the media one week before the regularly scheduled meeting (six days before when the week prior to a meeting includes a holiday).

SECTION 7 – OPEN MEETING LAW

Council members shall conduct the business affairs of the Council in an open and public manner consistent with the letter and spirit of ~~the Arizona's~~ Open Meeting Laws (Title, A.R.S. §§ 38-Public Officers and Employees and Arizona Agency Handbook Chapter 7-Open Meeting)-431 to -431.09, as amended. Council members may not use telephone, email, text, or any other ~~forms~~means of communication to ~~circumvent~~evade the obligations of the Arizona Open Meeting Law ~~requirements by exchanging. This includes engaging in~~ email or other forms of communications that involve ~~considerations~~, discussions, deliberations, or ~~taking~~ legal action by a quorum of the Council on matters pertaining to Town business.

Arizona Open Meeting Law prohibits discussion during a meeting on any item ~~which~~that is not listed on the agenda unless it is reasonably related to an item listed on the agenda. "Reasonably related" requires that reasonable members of the public would or should expect such "reasonably related items" to be discussed under the published agenda item. This ensures that members of the public will have adequate notice of the possible discussion so that they can decide whether they wish to attend the meeting in question.

The Town Attorney shall promote and enforce state laws regulating open meetings and be assertive in ensuring strict adherence to those laws.

SECTION 8 – CONDUCT OF MEETINGS

The ~~chairperson~~chair shall decide all questions of order, subject to appeal by the Council.

The Mayor will chair official meetings of the Town Council, ~~unless the Mayor is absent,~~ or the Vice-Mayor or another Council member is designated as chair for a specific meeting.

The ~~Chairperson~~chair shall:

- (A) Maintain order, decorum, and the fair and equitable treatment of all speakers.
- (B) Keep discussion and questions focused on specific agenda items under consideration.
- (C) Mark parliamentary rulings. Chair rulings may be overturned if a Council member makes a motion as an individual and the majority of the Council votes to overrule the chair.

Council members wishing to speak shall be first recognized by the ~~chairperson~~chair.

The ~~chairperson~~chair shall have the authority to preserve order and decorum during meetings. Any remarks shall be addressed to the ~~chairperson~~chair and to any or all Council members ~~of the Council~~. No member of the staff or Council shall enter ~~into~~ any discussion, either directly or indirectly, without having first obtained the floor by permission of the ~~chairperson~~chair.

SECTION 9 – MOTIONS

~~(A)~~ Items shall be discussed and voted upon using the following procedure:

- ~~(B)~~A The Mayor shall read the agenda item as it appears on the agenda.
- ~~(C)~~B Staff may present a report of the agenda item.
- ~~(D)~~C Council members may ask questions of staff concerning the staff report.
- ~~(E)~~D The Mayor may call for public discussion of the matter.
- ~~(F)~~E Council members shall discuss the item among themselves as needed.
- ~~(G)~~F Council members shall make and second a motion concerning the agenda item.
- ~~(H)~~G The Mayor shall call for a vote on the motion.

SECTION 10 – VOTING

~~(A)~~ The vote on any question shall be taken simultaneously.

- ~~(B)~~A A majority vote of the Council shall be a majority of the legal votes cast. Abstention from voting by a Council member shall not constitute a legal vote.
- ~~(C)~~B If the ~~chairperson~~chair is unable to accurately determine the result of the vote, he or she may request a vote by roll call to be taken by the Town Clerk. A request by any member of the Council for a vote by roll shall be honored by the ~~chairperson~~chair.
- ~~(D)~~C There shall be no discussion or speaking on the subject of the vote during or after the vote is taken.

SECTION 11 – RIGHT OF APPEAL

~~(A)~~ Any Council member may appeal from a ruling of the ~~chairperson~~chair.

- (BA) The motion to appeal must be seconded.
- (CB) The maker of the appeal may briefly state his case.
- (DC) There shall be no debate or discussion of the appeal.
- (ED) The ~~chairperson~~chair shall ask the question, "Shall the decision of the chair be upheld?" A majority of "aye" votes upholds the ruling of the ~~Chairperson~~chair.

SECTION 12 – SERGEANT AT ARMS

The Chief of Police, or other designated member of the Police Department, shall be Sergeant-at-Arms at the regular meetings of the Council and at any other meetings when requested by the ~~chairperson~~chair or the Town Manager.

SECTION 13 – PUBLIC PARTICIPATION

(A) ~~Generally rules—~~ It is the Council's desire to hear public comment on regular and special meeting agenda items. Because it is important to maintain order during the meeting, members of the public are expected to observe the same rules of propriety and decorum applicable to Council members ~~of the Council~~. Personal, impertinent, or slanderous remarks are not acceptable. Persons not conducting themselves in an acceptable manner will be warned by the ~~chairperson~~chair. Any person persisting in such conduct will be removed by the Sergeant-at-Arms.

(B) ~~Call to the Public—~~ Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speaking ing 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 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

SECTION 14 – AMENDMENT; SUSPENSION

These rules may be amended at any regular or special meeting of the Council by a ~~two-thirds~~ ~~(2/3)~~ majority vote.

These rules may be temporarily suspended by a recorded vote of 2/3 of the members present, except that this section shall not be construed to permit any action that is contrary to Arizona law.

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 5/29/2024 2:47:42 PM	
Style name: MG2	
Intelligent Table Comparison: Active	
Original filename: F2) PRO Rules of Procedure amended 5-28-24 REDLINE.docx	
Modified DMS: iw://cloudimanage.com/PHOENIX/6167960/3	
Changes:	
<u>Add</u>	109
Delete	122
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	231



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5g
MEETING DATE: 6/11/2024
CONTACT PERSON: Sara Burchill, Deputy Town Clerk
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to acknowledge scrivener's correction on Council minutes dated April 23, 2024, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors.

SUMMARY:

Town Code § 10.20 grants authority to the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code, Unified Development Ordinance, and ordinances, resolutions, and minutes adopted by Council or other public body without the need for re-adoption. Paragraph (C) provides that any such corrections shall be reported within three months of such correction at a regular meeting of the Council.

There is one scrivener's correction to report: Council minutes dated April 23, 2024, item number 2, page #2.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept acknowledgment of scrivener's correction on Council minutes dated April 23, 2024.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	2024 04 23 CC SS RG EX MN w scrivener's error
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**MINUTES OF THE
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, APRIL 23, 2024
5:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**



TOWN COUNCIL NOTICE & AGENDA

**STUDY SESSION
TUESDAY, APRIL 23, 2024
5:00 PM**

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

AGENDA

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:04 p.m.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo - remote, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: John McCafferty

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Human Services Director Laura Kyriakakis; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion regarding Council Rules of Procedure and Code of Conduct.

Sara Burchill, Deputy Town Clerk, presented the following:

- Mayor Miller had requested that this document be reviewed and updated.
 - The last amendment was done nine years ago and it was only a slight addition to a single section, so the document was likely much older than that.
- Staff's goal with the document was to create an expanded version that would be more helpful to the Council and new, incoming councilmembers.
- Changes to the document started with edits to anything that was irrelevant or outdated and reorganizing the document to help with flow.
- Staff also wanted to make the document a one-stop shop for councilmembers to find anything regarding their role as elected officials so Town Code verbiage was also added.

- Staff then researched other municipalities to see where they could add more focus or detail.
- Section 2 was titled Code of Ethics and was added directly from Town Code §35.02 and §35.04.
- Section 3 was added to expand and clarify the mayor/manager form of government.
- Section 7 regarding Open Meeting Law was added as this was always an important topic for councilmembers to remember.
- Section 2 was originally titled "Conflict of Interest" but those details were included in the Town Code of Ethics.
- Section 12 was removed as it dealt with the submission of petitions which is an administrative procedure.
- Section 13.B could mostly be found in the Call to the Public language on agendas and didn't seem relevant to rules pertaining to the Council.
- Section 13.D referred to public comment at study sessions which was an authority of the mayor and did not seem necessary for this document.
- Section 14 referred to making sure Town Code was followed in the creation of a committee, board, or commission which is an administrative task.
- Staff clarified and expanded Section 4 (Overview of Roles and Responsibilities) of the document by including language from Town Code.
- Staff clarified deadlines for agenda item submission in Section 6.
- Ultimately the adoption of this document was up to the Council.

Council and staff discussed the following:

- One councilmember expressed dissatisfaction at the proposed direction under Section 3 that Council' questions or requests for additional information should be directed to the Town Manager only and felt that they should be able to call department heads with questions they may have.
 - Staff stated that if the Council wanted to remove that item they could discuss that.
 - Discussion ensued regarding the structure and parameters of the mayor/manager form of government.
 - Andrew McGuire, Town Attorney, stated that this was the fundamental structure of the mayor/manager form of government for the reason that while a councilmember may see their request as just a question, staff might perceive it as direction. The Council cannot give direction other than the seven members (or otherwise a quorum) acting in a public meeting. By directing questions and requests through the Town Manager the Manager could then provide the direction to the staff member, and ensure that all of the Council received the same information. When councilmembers had one-on-one interaction with staff members the Manager could not then report back to everyone else to make sure that all councilmembers had the same information. This would lend to transparency for the entire Council to be involved in discussions that direct staff to do various tasks*, and avoid issues with line staff. ~~This was also a safeguard against staff potentially lying to Council or the Town Manager.~~ This was a fairly common procedure.
 - The councilmember responded that if four of the councilmembers wanted to change that rule that they could.
 - Mr. McGuire stated that they can change the rule to say whatever they want, but they still had to collectively direct action through the Town Manager as they did not have the authority individually to direct staff because staff don't

*Scrivener's Error correction, pursuant to Town Code §10.20, scrivener's error on April 23, 2024, meeting minutes was corrected on May 15, 2024, and being reported to Council at the June 11, 2024, regular meeting.

- report to Council.
 - The councilmember responded that he wasn't giving direction and would grab someone off the street, have them call the department head, and ask them the questions he had without going through procedure.
 - Mr. McGuire stated that one of the burdens of being on Council was to act collectively as a body.
- Mr. McGuire stated that he wanted clarification from the Council regarding using Robert's Rules as their Rules of Order. He felt that Robert's Rules were not appropriate for this body as they included things such as "standing for the order of the day." He recommended that Robert's Rules be used as the fallback, but use a more abbreviated/informal version for regular proceedings. Mr. McGuire felt that Robert's Rules did not allow for the public to interact with Council the way Council liked to, etc. Mr. McGuire stated that the Council would be provided with a red-lined document so Council could see the changes that were made.
 - Council agreed with that proposal.
- Mr. McGuire also wanted to talk about Section 14 regarding Amendment. This was referring to a super majority 2/3 requirement to amend the rules. If the majority wanted to amend the rules, they should be able to. He felt this provision was meant to say that during a meeting if the Council wanted to suspend the rules for some reason, that it would take a vote of Council or at least affirmation. For instance this might apply to not enforcing the 30 minute rule for public comment.
 - Council agreed with that proposal as well.

3. ADJOURNMENT

Mayor Miller adjourned the meeting at 5:24 p.m.



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, APRIL 23, 2024
5:00 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

Mayor Miller called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo - remote, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: John McCafferty



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5h
MEETING DATE: 6/11/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the May 14, 2024, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the May 14, 2024, study session and regular meeting minutes.

ATTACHMENTS:

1.	2024 05 14 CC SS RG EX MND
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**MINUTES OF THE STUDY SESSION AND REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

TUESDAY, MAY 14, 2024

4:30 PM

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



TOWN COUNCIL NOTICE & AGENDA

**STUDY SESSION
TUESDAY, MAY 14, 2024**

4:30 PM

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

AGENDA

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 4:30 p.m.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins (remote), Councilmember Eric Granillo (remote), Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Dianne Valladolid-Enriquez (Sgt. at Arms); Officer Jason Ehlert; Assistant to the Town Manager Terri Denemy; Economic Development Manager Maggie Holmberg; Development Services Director Laurie Lineberry; Finance Director Katie Pehl; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Town Water Consultant Mark Holmes; IT Manager Spencer Guest; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion and update from representatives of Circle K and the Arizona Department of Environmental Quality (ADEQ) regarding the recent underground release of fuel from the Chino Valley Circle K store.

Mayor Miller stated that there was no public present. Questions from the public could be submitted to be answered at a later date.

Mark Holmes, Town Water Consultant, presented the following:

- The goal of the meeting was to provide information at a 10,000-foot level.
- There was a lot of work going on and some of the findings were not in yet.

- Representatives would be going through next steps.

ADEQ representatives present included:

Chris Marks, Project Manager for oversight of the release and investigation
Joey Kiker, UST Section Manager

Circle K representatives present included:

Chris Barns, Director of Communications
Kyle Cassidy, Fuel Operations Director
Morton Jensen, Vice President of Operations for Arizona and Nevada
Carla Ramirez, Human Resources Director for Arizona and Nevada
Mike McCoy, Director of Environmental Abatement for North America (remote)
Allen Cubberley, Senior Manager of Risk Control (remote)
Anthony Bell, Remediation Project Lead for Arizona (remote)
John Pierce, Legal Counsel for Circle K (remote)

ADEQ

Mr. Marks presented the following:

- Gave a brief introduction to Underground Storage Tanks (UST) including their regulations and release investigation.
- The systems were complex electromechanical equipment utilizing several sensors and control systems to inform owners how the tank was operating.
- UST regulations and ADEQ's Role – Arizona state regulations did not exceed Federal regulations. ADEQ ensured that the regulated community within the UST program were operating within the statutes and rules set forth in the UST regulations.
- Issues were treated either as a suspected release or a confirmed release.
 - Suspected release – this referred to a situation where something was happening with the system that would notify the owner something was not operating as expected, but no release was confirmed. This would require notification to ADEQ within 24 hours and a site check be commenced followed by a 14-day suspected release report. If there was no release to the environment operations would continue to a 90-day suspected release report. This would include what investigation was done, what repairs were done, and what environmental impact there was.
 - Confirmed release – if a release was confirmed a 24-Hour Confirmed Release Notification would be supplied to ADEQ. Investigation and cleanup would include an initial site characterization (initial response and abatement actions), site characterization (fully defining the extent of the contamination and potential routes of human exposure such as inhalation and ingestion), remediation activities (cleanup actions to restore site to maximum beneficial use), and finally case closure. This was not always a linear course as parties may take remediation measures early on.
- Circle K was nearing the 90-Day release report.
- One of the most common questions was, “What happens at the end of investigation and cleanup action? Is there any threat to wells?”
 - Regulations required a demonstration that would ensure there would be no current or future threats of harmful human exposure. Soil must be cleaned to an extent that groundwater would not be threatened now or in the future.

There must be no threat of exposure from inhaling vapors or direct contact with contaminated soil. Groundwater must be restored to its maximum beneficial use (drinking water).

Circle K

Mr. Cassidy presented the following:

- He apologized for the accident, lapses, and mistakes in operation that allowed the release to happen, and loss of peace of mind for the residents.
- Circle K had been part of the community for 27 years and they were taking the matter seriously.
- Circle K had taken extensive steps to mitigate, contain, and remediate the release. They had also taken action by retraining store logistics teams and putting new controls and reporting methods in place.
- Weekly testing had not detected any contamination in wells tested. Work would continue until there was confidence that any risk had passed.
- Introduced Mr. Cubberley who had extensive experience in a broad facet of environmental issues and had been leading the remediation and water testing efforts.

Allen Cubberley, Senior Manager of Risk Control, presented the following:

- His presentation was based on current data. Additional information would be shared with ADEQ as it was available.
- Provided an illustration of the UST and relayed that the release origin occurred at the submersible turbine pump head on top of the above ground storage tank. The tank itself did not leak.
- An estimated 86,000 gallons of gasoline was lost over 17 days from mid-December to early-January.
- Investigations included subsurface soil via 12 soil borings up to 175 feet deep with as many as three drilling rigs on site and neighboring properties. There was a confining clay layer 40-50 feet thick starting approximately 150 below the ground surface which could inhibit downward migration. However, drilling could provide a path for contamination to reach the aquifer. Drilling was slow to try to avoid that.
- Provided a cross section illustration of the geology below the surface.
- Investigation activities conducted to date included: installation of groundwater wells (all results had been non-detect), two tertiary compounds were detected below lab minimum reporting limits in one shallow/perched well. They would continue to monitor the wells to detect any contamination before reaching drinking water wells. They would also continue to sample drinking water wells weekly for 10 weeks. No contamination had been identified. There were 35 drinking water wells within a 1,000 foot radius of the site.
- Remediation activities conducted included: soil vapor extraction (SVE) using a vacuum and destroyed via thermal oxidation (heat) and were running 24 hours per day, seven days per week. SVE slowed the movement of the release. SVE affected soil greater than 100 feet from the location of the equipment. This would be conducted for the foreseeable future.
- Next steps would include: continued remediation via two treatment systems, indicator (monitor) wells would allow for early detection of any potential impact to drinking water, continued monitoring of groundwater, analytical results would be shared with

ADEQ on a routine basis.

- Although no contamination had been detected, parties were discussing what would be done should it be detected in the future.

Council and representatives discussed the following:

- Council inquired if Circle K was in the confirmed release stage?
 - Mr. Marks stated that was correct.
- Council inquired what the suspected release date was.
 - Mr. Marks stated that it was reported on January 4th with the listed discovery date of January 3rd.
 - Council inquired if December 11th held any meaning for ADEQ.
 - Mr. Marks stated that Circle K later provided a document to ADEQ titled "Chronology" that informed them of other conditions noted in December including erratic behavior, dispensers, and an alarm indicating liquid in the sump, etc. from December 15th on. ADEQ was still looking at that information.
- Council inquired if it was common for the tanks to be monitored by corporate remotely.
 - Mr. Cassidy stated that he was not confident to say, but that the point of the ATG was for staff onsite to see the alarm and take action.
- Council inquired about the clay layer and the comments made about drilling allowing gasoline penetration.
 - Mr. Cubberley clarified that the wells that had been installed in the aquifer were some distance from the site and there were none in the immediate vicinity of the release. Those wells were specially constructed and double cased to remove the possibility of contamination being drug down or allowed to migrate through the clay layer should there be contamination in that area.
- Council inquired if Mr. Cubberley found it surprising that no contamination could be found in the groundwater considering it could take a year for penetration to reach the groundwater.
 - Mr. Cubberley stated that he would not expect that contamination would move great distances within four months to contaminate the wells as groundwater moved very slow.
- Council inquired when representatives thought remediation would be complete.
 - Mr. Marks stated that it would be too premature to say what that would look like. ADEQ might have more information at the site characterization phase to give a timeframe at that point.
- Council inquired about the staff not following protocols that led to the release.
 - Mr. Cassidy stated that there were multiple missed opportunities to catch it.
- Council inquired if those misses were evident in other Circle K locations.
 - Mr. Cassidy stated this was the first incident of anything like this happening for Circle K.
- Council inquired if ADEQ learned about the leak on day 1 or day 17.
 - Mr. Cassidy stated that 17 days had passed before they were aware there was an issue and that was when ADEQ was notified.
 - Council inquired if this was why HR was present.
 - Mr. Cassidy stated that several people had talked to HR.
- Council inquired how many deliveries would be required for 86,000 gallons.
 - Mr. Cassidy stated that equated to about 10 tanker trucks.

- Council inquired if the store ever closed.
 - Mr. Cassidy stated that there was a little bit of down time. He did not recall the exact timeline, but guessed it was a couple of days.
- Council inquired if there were any investigative activities such as suspected theft?
 - Mr. Cassidy stated that they were certain it was not theft.
- Council noticed that digging had been done recently and inquired if the area had been dug up and dirt replaced.
 - Mr. Cassidy stated that recent digging was an unrelated project.
- Council inquired who would be issuing the 90-day report.
 - Mr. Marks stated that the responsible party would submit the report to ADEQ, ADEQ would then review the report for compliance of requirements, ADEQ would then issue a response whether or not the report was approved. It would then be public record.
 - Council asked for an executive summary so that the public could understand the report.
 - Mr. Jensen stated that they could do that.
- Council inquired if they could get a copy of the chronology report.
 - Mr. Cassidy stated that he could provide that to Council.
- Council inquired if there was anything that Circle K could be doing that they weren't.
 - Mr. Cassidy stated that they had been doing everything they could think of including looking for fail-safes, additional controls, new types of alarms and alerts, etc.
- Council inquired about the process of remediation via vapor.
 - Mr. Cubberley stated that the initial corrective action was SVE removing contamination from the subsurface in its vapor form and destroying it at the surface. It may be down the road that a different strategy would be warranted. They were still finishing up the investigative process and evaluating the results of SVE.
- Council inquired about the depth that gasoline was found.
 - Mr. Cubberley stated that it was right on top of the clay layer, about 150 feet below grade, maybe a little deeper.
- Council inquired how many tankers usually got delivered over a course of 17 days.
 - Mr. Cassidy stated that they would usually get a delivery every other day.
- Council inquired how old the submersible pump was.
 - Representatives did not have that information available but could get it to Council at a later time.
- Council inquired who inspected the submersible pumps?
 - Mr. Marks stated that ADEQ had a requirement that all systems must be inspected on a routine basis at least once every three years.
 - Council inquired when the last three-year inspection was done.
 - Mr. Marks stated that he believed a routine inspection was done in November of 2021.
- Council inquired if new locations would have concrete under the tanks?
 - Mr. Cassidy stated that it would be similar to what was seen on ADEQ's diagrams of pea gravel under and surrounding the tank.

3. ADJOURNMENT

Mayor Miller adjourned the meeting at 5:38 p.m.



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, MAY 14, 2024
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

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins (remote), Councilmember Eric Granillo (remote), Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Jason Ehlert (Sgt. at Arms); Assistant to the Town Manager Terri Denemy; Finance Director Katie Pehl; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Town Water Consultant Mark Holmes; Community Services Director Cyndi Thomas; IT Manager Spencer Guest; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation from Frank Sanderson, Northern AZ Division Manager of Arizona Public Service on an overview of APS's Firewise/Fire Mitigation Program.

Frank Sanderson, APS, presented the following:

- May was wildfire preparedness month.
- Electric reliability was important, but safety was more important.
- 2023 saw 1,557 fires which burned over 204,000 acres in Arizona. One in three of those fires were around or near APS infrastructure serving customers.
- The Governor recently published the extreme heat preparedness plan for the state and the Department of Health named its first state-wide heat officer.
- APS put together a comprehensive fire mitigation plan including prevention, mitigation, and response.
- Prevention included a lot of vegetation work clearing lines and providing clearance. They also worked with the forest service to spot dead trees that could come into an

APS right-of-way. Patrols of lines were conducted year-round via drones, side-by-sides, and walking.

- The northwest division teams patrolled over 1,900 overhead feeder miles, and 38,000 miles of power lines every year.
- Poles always had defensible space and had a protective fire wrap which had protected lines from fires in the past, avoiding a lapse in service.
- APS had different levels and changes to protocols depending on the level of fire risk. If there was a fault in the system, it would not be re-energized until a full patrol of the area was complete to confirm there would be no issues. Crews also worked on making response times better by making faults easier to identify by using fault indicators on poles. There were 2,500 of them in the system, and they would tell crews quickly where the problem was.
- Power being out was an inconvenience but something the utility and customers needed to be prepared for. Customers should have extra water, food, candles, batteries, etc. They should also know how to open their garage door manually.
- APS was working with fire specialists and meteorologists to better anticipate when the weather might cause issues.
- 24/7 response teams could be called out whenever there was an issue.
- If customers see a downed line they should stay away and call APS.
- APS was now utilizing Public Safety Power Shut Off which would allow the utility to better predict where a fire might occur and where it would travel so they could shut the power off in preparation of an event. The customers on that system had all received communications regarding such. As an event was predicted or approached, the customers would receive communication every day leading up to the event. When the event occurred APS would do a full patrol to make sure the area was safe and then re-energize at that point.
 - No circuits in Chino Valley were on this system.

Council and Mr. Sanderson discussed the following:

- Council inquired about parts of Chino Valley (Road 1 North and Road 4 South) that kept having their power go out.
 - Mr. Sanderson stated that APS recently did some work in that area, but he did not have good knowledge of the line specifically and would check on that and get the information to Council at a later date.

- b. Presentation and update from Scott Freitag, Fire Chief with Central Arizona Fire and Medical Authority.

This item was called before 2(a) but is retained here for continuity.

Scott Freitag, CAFMA, presented the following:

- There were 15 24-hour engines between the City of Prescott and CAFMA. 13 engines surrounded the Legado fire at the luxury apartments in Prescott Valley. A Cottonwood ladder truck was also utilized.
- County- and state-wide mutual aid was activated for this event. This allowed extra units to backfill the stations and cover 9-1-1 calls. There were an additional 34 calls for assistance not related to the Legado fire.
 - He gave a special shout out to the 9-1-1 dispatcher who was working that

night as they handled 133 9-1-1 calls related to the fire and an additional 34 calls.

- People often asked why there were not enough resources within the community, but no community had enough resources. A week later, there was a housing complex in Phoenix that caught fire. That even required seven additional municipalities that came together to fight the fire.
- When firefighters arrived at the Legado fire, there was nothing that could be done to change the fate of the apartment complex, but they could protect the surrounding structures and good tactical decisions limited damage to neighboring properties. Homestead apartments were safely evacuated.
- There were also a lot of things going on behind the scenes that resulted in a positive outcome, including the police department, the sheriff's department, even the Prescott Valley Town Manager, who called the water department to boost the water pressure in that area.
- Relationships between municipalities was very important. CAFMA regularly worked very closely with PFD including training and it was evident that night despite upper department positions having experience of just two years down to just a few weeks.
- The Prescott Valley Police Chief arrived to the fire and jumped into a command unit and stayed to help coordinate efforts between the fire and police departments.
- City of Prescott fleet came out with a fuel truck to make sure the engines continued running.
- The community came together to help as well providing water, coffee, and food for those working.
- The fire was a result of arson and was being investigated.
- CAFMA was putting out a podcast regarding the Legado fire focusing on training, relationships and networking, partnerships, etc. There would be a total of six or seven podcasts. They could be found on the CAFMA Connect YouTube channel and on the CAFMA website.
- There was movement regarding ambulances and he would have an update on that in June.
- CAFMA would also be increasing staffing.

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 that is not on the agenda. 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 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Donna Norris and Linda McCoy presented the following:

- Provided the Council with information on the AARP TaxAide program. In 2024, they provided tax preparation for 360 taxpayers. They needed more people to be volunteers for the program.

Chase Moltz presented the following:

- He was a resident of the Highlands Ranch community.
- He was hoping to get an answer and help as to why he was put on a trespassing list. He had been utilizing a dirt lot between Center Street and Grasshopper, and he had seen others utilizing that same area. He had spoken with four officers, none of whom could tell him why he had been trespassed. One officer told him that the person who was calling about it did not like anything with two wheels. He was happy to respect property owners' wishes, but he wanted to know if it was actually the property owner or just a disgruntled neighbor. Officers told him to come here to ask Council.

Mayor Miller instructed Mr. Moltz to contact the Town Manager.

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.

Mayor Miller presented the following:

- The Police Department vs. 8th Grade Dodgeball game would be held tomorrow at Heritage Middle School from 1:00 – 3:00 p.m. in the gym.

Vice-Mayor Armstrong presented the following:

- He attended the Republican Women Of Prescott luncheon where they honored law enforcement. Recognized were Chino Valley's Deputy Chief, Lieutenant, and first female Sergeant for the area.

Cindy Blackmore, Town Manager, presented the following:

- Councilmember Perkins wanted to remind everyone that schools were starting summer break next week and residents should be on the lookout for kids.
- Last week was Municipal Town Clerk's Week. Thanked the Town Clerk and her team for all the work they do.
- Saturday, June 1st, would be the Chino Valley Aquatic Center Grand Reopening. It would start at noon with a ribbon cutting at 1:00 p.m. There would be free swimming.
- An open house for public input on metal storage containers would be held at Town Hall on June 5th at 11:00 a.m. – 1:00 p.m. for residential properties and 4:00 – 6:00 p.m. for commercial properties.
- Town administration offices would be closed Monday, May 27th for Memorial Day.

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

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Consent Agenda items a-d as presented..

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- a. Consideration and possible action to adopt Resolution No. 2024-1251, designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.
- b. Consideration and possible action to adopt Resolution No. 2024-1252 designating Kathryn Pehl as Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.
- c. Consideration and possible action to approve the April 9, 2024, study session, executive, and regular meeting minutes.
- d. Consideration and possible action to approve the April 23, 2024, study session and regular meeting minutes.

6. 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 award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

Recommended Action: Award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

Frank Marbury, Public Works Director, presented the following:

- This project was scheduled program maintenance for street repairs. The project would reconstruct North Road 1 East from the south end of Juniper to Perkinsville Road. The road needed full replacement.

- The engineer's estimate was \$1.9 million. Staff recommended the low bid.

Council and staff discussed the following:

- Council inquired if this would include any work on Mahan.
 - Staff stated that about 50 feet of Mahan would be repaved.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to award a construction contract to Asphalt Paving & Supply, Inc. for the North Road 1 East Improvements project in the amount of \$1,598,698.98.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to adopt Resolution No. 2024-1253 adjusting fees for the Chino Valley Aquatic Center.

Recommended Action: Adopt Resolution No. 2024-1253, adjusting admission fees for the Chino Valley Aquatic Center and repealing conflicting resolutions.

Katie Pehl, Finance Director, presented the following:

- The Town was going through a comprehensive fee study for all Town fees. However, they were bringing this one to Council now so that it could be set before the new season started.
- Staff looked at applicable laws and statutes, and pricing factors compared to other communities, and the customer experience (staff wanted to make things as simple as possible for customers utilizing the facilities).
- Provided Council with a table of current and proposed fees.
- Ages 3-54 would pay the same fee and that fee was being lowered. The same would be true for season passes. Children 2 and under were still free.
- The price for 55 and older was also reduced (day use and season passes).
- Adult swim lessons and private lessons were removed as they were not utilized. Group swim lessons and fitness classes would still be available with reduced fees.
- Facility rental fees were simplified to be one charge rather than additional fees for lifeguards, slide rental, etc.

Council and staff discussed the following:

- One councilmember took issue with the party rental fees and asked for clarification.
 - Staff stated the rental fee included rental of the whole pool, lifeguards, and slide rental. Staff stated it was very rarely used and was typically only reserved a few times per year at these costs.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to

adopt Resolution No. 2024-1253, adjusting admission fees for the Chino Valley Aquatic Center and repealing conflicting resolutions.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- c. Consideration and possible action to appoint members to the Capital Improvement Program Citizen's Advisory Committee.

Recommended Action: Appoint applicants to the Capital Improvement Program Citizen's Advisory Committee per the recommendation of the Appointments Subcommittee.

Erin Deskins, Town Clerk, presented the following:

- The Appointments Subcommittee met on April 30th to review applications and forward a recommendation of appointment to the newly created Capital Improvement Program Citizen's Advisory Committee.
- The subcommittee recommended Michael Ditta, Sherry Klein, Paul Taylor, Gary Warren, and Rob Zazueta.

Councilmember Granillo, presented the following:

- Thanked the applicants for their desire to participate.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to appoint applicants to the Capital Improvement Program Citizen's Advisory Committee per the recommendation of the Appointments Subcommittee.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn the meeting at 6:48 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed - Unanimously

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to enter executive session.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously



TOWN COUNCIL NOTICE & AGENDA

**EXECUTIVE SESSION
TUESDAY, MAY 14, 2024
6:30 PM**

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. *An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, resignation, or salary of Cindy Blackmore, Town Manager.*
3. **ADJOURNMENT**

Jack W. Miller, 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 Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of May, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 6/11/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

SUMMARY:

The Chino Valley Police Department's retirement benefits are administered through the Arizona Public Safety Personnel Retirement System (PSPRS). This system is subject to an annual actuarial valuation that assesses the health of the pension fund by measuring funding progress and establishing the required contribution rates for the upcoming fiscal year. As part of maintaining fiscal responsibility, the Town annually reviews and revises its Pension Funding Policy based on the latest actuarial results from PSPRS.

Starting in Fiscal Year 2018, the Town implemented a strategy of making additional payments towards the plan's previously unfunded liabilities. These efforts have markedly improved the financial standing of the fund, with the funded ratio climbing from 55.5% to 76.0%. The ultimate goal is to fully fund the pension plan by 2036, achieving 100% funded status.

To further this goal, it is crucial for the Town to continue increasing its annual contributions. As of June 30, 2023, the PSPRS reported an unfunded liability amounting to \$3,098,862. By increasing the annual contributions, the Town aims to progressively decrease this unfunded liability, thereby strengthening the plan's financial security.

The current fiscal strategy includes a recommendation from staff for the Town to allocate additional funds toward this liability. This year, there are unused contingency funds amounting to \$200,000 within the General Fund. Staff proposes that these excess funds be redirected to further reduce the PSPRS unfunded liability. This action not only supports the financial health of the pension plan but also aligns with the Town's commitment to securing the long-term benefits of its public safety personnel. Staff is therefore seeking Council approval to apply these funds to the PSPRS unfunded liability.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

FISCAL IMPACT?

Funding will come from unused contingency funds in the General Fund budget.

ATTACHMENTS:

1.	RES 2024-1254 - FY 2023-2024 Pension Funding Policy
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RESOLUTION NO. 2024-1254

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING A PENSION FUNDING POLICY.

WHEREAS, the Fifty-Third Legislature, during the 2018 Second Regular Session, adopted House Bill 2097, which requires the Town of Chino Valley (the "Town") to annually adopt a pension funding policy for public safety employees participating in the Public Safety Personnel Retirement System (PSPRS) who were hired before July 1, 2017; and

WHEREAS, the Mayor and Council of the Town of Chino Valley (the "Town Council") desires to adopt the required annual policy (the "Pension Funding Policy") and to determine the amount to be contributed for Fiscal Year 2023-2024 beyond the Town's annual required contribution to continually reduce the amount of the Town's unfunded liability until the funding ratio of 100% is achieved; and

WHEREAS, at its regular meeting on June 11, 2024, the Town Council authorized using \$200,000 from the Town's General Fund Contingency Account for Fiscal Year 2023-2024 to reduce the PSPRS unfunded liability amount consistent with the Pension Funding Policy.

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 Fiscal Year 2023-2024 Pension Funding Policy is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. Prior to the end of each fiscal year following adoption of this Resolution, the Town Manager and the Town Finance Director shall prepare a recommendation for action by the Town Council to (i) approve the amount of the unfunded liability contribution for that year; and (ii) update and re-adopt the Pension Funding Policy to account for the additional annual contribution.

SECTION 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1254 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1254

[FY 2023-2024 Pension Funding Policy]

See following pages.

**Town Of Chino Valley
Public Safety Personnel Retirement System
Pension Funding Policy
Fiscal Year 2023-2024**

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees, and the sound financial management of the Town, and to comply with statutory requirements of ARIZ. REV. STAT. § 38-863.01, as amended.

Several terms are used throughout this policy:

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

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

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

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

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

Public Safety Personnel Retirement System (PSPRS)

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

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

Council formally accepts the FY 2023-2024 assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2023, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Chino Valley Police	\$9,833,852	\$12,932,714	\$3,098,862	76.0%
Town of Chino Valley Totals	\$9,833,852	\$12,932,714	\$3,098,862	76.0%

PSPRS Funding Goal

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

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Chino Valley's liability.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council plans to take the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY24 is \$757,529 and will be able to be paid from operating funds without diminishing Town services.
- Additional payments above the ARC – Annually evaluate unexpended contingency funds in the general fund at the end of each fiscal year and make an additional payment above the ARC with a portion of the unexpended contingency funds. Based on these actions, the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2023, Actuarial Valuation.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 6/11/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for the administration of the Transportation Alternatives Grant for the Peavine Trail Extension.

SUMMARY:

The Town applied for a grant through the ADOT Transportation Alternatives Program. The scope of this project is to design the southern extension of the Peavine Trail from East Road 4 South to the Town's southernmost limit. ADOT will manage the design through the use of its procurement system. The extension will be approximately two miles in length and will eventually connect to the portion of the Peavine Trail coming up from the City of Prescott. ADOT will ensure all federal rules and regulations are followed. Once the design is complete, the Town intends to apply for subsequent grants to cover the construction cost. The total cost of design is estimated at \$109,643 with 94.3% (\$103,393) coming from grant funds and 5.7% (\$6,250) coming from the Town. The Town will also be responsible for cost overruns.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for \$109,643, of which the Town is obligated to pay \$6,250, in addition to any cost overruns.

FISCAL IMPACT?

Available budget: Peavine Trail	\$100,000
Available budget: Miscellaneous Grants	103,393
Less this approval item: IGA #24-0009646 - ADOT	<u>-109,643</u>
Remaining budget: Peavine Trail	\$93,750

ATTACHMENTS:

1.	RES - 2024-1260 - IGA with ADOT - Peavine Trail South Connection
2.	24-0009646-Adot - Chino Valley - IGA

RESOLUTION NO. 2024-1260

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE ADMINISTRATION OF GRANT FUNDS FOR THE PRELIMINARY DESIGN OF A TWO-MILE EXTENSION OF THE PEAVINE TRAIL.

WHEREAS, the Town of Chino Valley applied for a grant through the Arizona Department of Transportation (ADOT) Transportation Alternatives Program; and

WHEREAS, the Town, through ADOT as its designated agent, intends to use such funds to cover a portion of the preliminary design costs for a two-mile extension of the Peavine Trail (the "Project"); and

WHEREAS, the Project's total estimated cost is \$109,643, of which the Town's portion will be \$6,250, plus cost overruns; and

WHEREAS, the Town wishes to enter into an intergovernmental agreement with ADOT for the administration of grant funds for the Project.

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 Intergovernmental Agreement between the Town and the Arizona Department of Transportation 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 and directed to execute all documents and take all steps 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, on June 11, 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1260 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1260

[Intergovernmental Agreement with the Arizona Department of Transportation]

See the following pages.

ADOT CAR No.: IGA 24-0009646-I
AG Contract No.: P0012024000979
Project Location/Name: Chino Valley
Peavine Trail South Connection
Type of Work: Shared Use Pathway
Federal-aid No.: CHV-0(200)T
ADOT Project No.: T0589 01L/03L
TIP/STIP No.: CY-MPO-24-02
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CHINO VALLEY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services, 30 percent design plans, and estimates for a two mile gravel or similar surface extension of Peavine Trail from the existing Trailhead at Road 4 South proceeding southeast to the planned connection of the northern end of the City of Prescott portion of the trail, (the "Project" or the "Preliminary Design"). The Project includes crossing Granite Creek, requiring a solution for a sustainable trail. Preliminary Design also includes the determination of environmental and right of way requirements. The Project cost, shown in Exhibit A, is estimated at \$109,643, which includes federal aid and the Local Agency's match. The State will administer the Preliminary Design. Final design and construction will be addressed in a separate agreement as applicable.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$570 and the Local Agency's share of the Preliminary Design costs, estimated at \$5,680. If PDA costs exceed the estimate during the development of Preliminary Design, notify the Local Agency, obtain concurrence prior to continuing with the development of Preliminary Design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If Preliminary Design costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Preliminary Design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Preliminary Design.
 - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Preliminary Design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$570 and the Local Agency's share of Preliminary Design costs, estimated at \$5,680. Agree to be responsible for actual PDA costs, if during the development of Preliminary Design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and Preliminary Design costs of the Project within 30 days of receipt of an invoice.
 - c. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the State as appropriate.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all planning and preliminary design related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
 - f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

4. Cancellation. This Agreement may be cancelled at any time, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of scoping and design under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to 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. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State 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 State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Chino Valley
 Attn: Frank Marbury
 202 N. State Route 89
 Chino Valley, AZ 86323
 928.636.3401
fmarbury@chinoaz.net

For Project Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: Stephanie Walhardt-Smith
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602.712.4782
swsmith@azdot.gov

Town of Chino Valley
Attn: Frank Marbury
202 N. State Route 89
Chino Valley, AZ 86323
928.636.3401
fmarbury@chinoaz.net

For Financial Administration:

Arizona Department of Transportation
Multimodal Planning Division
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602.712.4848
MPDInvoice@azdot.gov

Town of Chino Valley
Attn: Frank Marbury
202 N. State Route 89
Chino Valley, AZ 86323
928.636.3401
fmarbury@chinoaz.net

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF CHINO VALLEY

By _____ Date _____
JACK MILLER
Mayor

ATTEST:

By _____ Date _____
ERIN DESKINS
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Chino Valley, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
PAUL PATANE
Multimodal Planning Division
Division Director

This Agreement between public agencies, the State of Arizona and the Town of Chino Valley, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0589 01L/03L**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$9,430
Local Agency's match @ 5.7%	570
Subtotal – PDA	\$10,000

Scoping/Preliminary Design:

Federal-aid funds @ 94.3%	\$93,963
Local Agency's match @ 5.7%	5,680
Subtotal – Scoping/Preliminary Design	\$ 99,643

Estimated TOTAL Project Cost	\$ 109,643
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Total Estimated Local Agency Funds	\$ 6,250
Total Federal Funds	\$ 103,393

ADOT CAR No.: IGA 24-0009646-I
AG Contract No.: P0012024000979
Project Location/Name: Chino Valley
Peavine Trail South Connection
Type of Work: Shared Use Pathway
Federal-aid No.: CHV-0(200)T
ADOT Project No.: T0589 01L/03L
TIP/STIP No.: CY-MPO-24-02
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CHINO VALLEY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the "Town" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. §9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services, 30 percent design plans, and estimates for a two mile gravel or similar surface extension of Peavine Trail from the existing Trailhead at Road 4 South proceeding southeast to the planned connection of the northern end of the City of Prescott portion of the trail, (the "Project" or the "Preliminary Design"). The Project includes crossing Granite Creek, requiring a solution for a sustainable trail. Preliminary Design also includes the determination of environmental and right of way requirements. The Project cost, shown in Exhibit A, is estimated at \$109,643, which includes federal aid and the Local Agency's match. The State will administer the Preliminary Design. Final design and construction will be addressed in a separate agreement as applicable.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$570 and the Local Agency's share of the Preliminary Design costs, estimated at \$5,680. If PDA costs exceed the estimate during the development of Preliminary Design, notify the Local Agency, obtain concurrence prior to continuing with the development of Preliminary Design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If Preliminary Design costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Preliminary Design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Preliminary Design.
 - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Preliminary Design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$570 and the Local Agency's share of Preliminary Design costs, estimated at \$5,680. Agree to be responsible for actual PDA costs, if during the development of Preliminary Design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and Preliminary Design costs of the Project within 30 days of receipt of an invoice.
 - c. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the State as appropriate.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all planning and preliminary design related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
 - f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

4. Cancellation. This Agreement may be cancelled at any time, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of scoping and design under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to 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. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State 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 State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Group
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Chino Valley
 Attn: Frank Marbury
 202 N. State Route 89
 Chino Valley, AZ 86323
 928.636.3401
fmarbury@chinoaz.net

For Project Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: Stephanie Walhardt-Smith
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602.712.4782
swsmith@azdot.gov

Town of Chino Valley
Attn: Frank Marbury
202 N. State Route 89
Chino Valley, AZ 86323
928.636.3401
fmarbury@chinoaz.net

For Financial Administration:

Arizona Department of Transportation
Multimodal Planning Division
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602.712.4848
MPDInvoice@azdot.gov

Town of Chino Valley
Attn: Frank Marbury
202 N. State Route 89
Chino Valley, AZ 86323
928.636.3401
fmarbury@chinoaz.net

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF CHINO VALLEY

By _____ Date _____
JACK MILLER
Mayor

ATTEST:

By _____ Date _____
ERIN DESKINS
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Chino Valley, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
PAUL PATANE
Multimodal Planning Division
Division Director

This Agreement between public agencies, the State of Arizona and the Town of Chino Valley, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0589 01L/03L**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$9,430
Local Agency's match @ 5.7%	570
Subtotal – PDA	\$10,000

Scoping/Preliminary Design:

Federal-aid funds @ 94.3%	\$93,963
Local Agency's match @ 5.7%	5,680
Subtotal – Scoping/Preliminary Design	\$ 99,643

Estimated TOTAL Project Cost	\$ 109,643
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Total Estimated Local Agency Funds	\$ 6,250
Total Federal Funds	\$ 103,393



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 6/11/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

SUMMARY:

The Senior Center Improvements will make renovations and improvements to the Senior Center kitchen, food preparation service, and storage areas. The interior improvements include a new fire-suppression unit, cabinets/shelving, counters, flooring, sinks and food preparation station, lighting, ceiling, ductwork, conduit, new paint, walk-in freezer and cooler replacement, and new kitchen equipment.

Once the contract is awarded and the Notice to Proceed issued, it is estimated the project will take approximately four months to complete.

With the assistance of Northern Arizona Council of Governments (NACOG) staff, the project was advertised for bids on April 16th and on May 8th, four bids were received as follows:

B's Contractors, LLC Prescott, AZ	\$645,450
Danson Construction, LLC Phoenix, AZ	\$808,000
Econosmart Property Services LLC dba Signature Projects Phoenix, AZ	\$923,005
Doege Development, LLC Phoenix, AZ	\$967,058

The Architect's Estimate of Probable Cost was \$689,680.

The project is funded in part by a Community Development Block Grant (CDBG) in the amount of \$406,016 and a donation from Mary Campbell in the amount of \$25,000. These funds have been partially utilized for design services and the asbestos survey, leaving \$383,816 of grant funds remaining for the construction portion of the project. In addition, Council previously approved \$150,000 of Town funds to go toward this project. An additional \$111,634 is being requested from contingency funds to fully fund the project.

Total Project Budget:

Architect	\$45,000
Asbestos Report	\$2,200
Construction	\$645,450
Total	\$692,650

PREVIOUS ACTION:

July 12, 2022 - Awarded a Professional Services Agreement (PSA) for design and post-design services for the Community Development Block Grant (CDBG) Senior Center and Parking Lot Renovation Project to Michael Taylor Architects, Inc. in an amount not to exceed \$45,000.

STAFF RECOMMENDATION:

Award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

FISCAL IMPACT?

Available budget: CDBG Grant	\$383,816
Available budget: Town Contingency (\$150,000 was expected, an additional \$111,634 is needed)	261,634
Less this approval item: Contract with B's Contractors, LLC	<u>-645,450</u>
Remaining budget: Senior Center Improvements	\$0

ATTACHMENTS:

1.	AGR - Senior Center Improvements Contract (NACOG form)
2.	Chino Valley Senior Center Improvements w Bs Forms

CONTRACTOR CONTRACT

Chino Valley Senior Center Improvements CDBG Contract #103-23

This Contract is between **B's Contractors, LLC**, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and the **Town of Chino Valley** (referred to in this contract as the GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing to make renovations and improvements to the Chino Valley Senior Center. The interior improvements include a new fire-suppression unit, cabinets/shelving, counters, flooring, sinks and food preparation stations, lighting, ceiling, duct work, conduit, new paint, walk-in freezer and cooler replacement, and new kitchen equipment. Ramps, landings/platforms, and railings will be built to improve access.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed, which shall be appended hereto once executed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|---------------------------|---|--|
| a. Scope of Work | ☐ not applicable | ☒ applicable |
| b. Notice to Proceed | ☐ not applicable | ☒ applicable |
| c. Engineered Drawings | ☐ not applicable | ☒ applicable |
| d. Contractor Bid Package | ☐ not applicable | ☒ applicable |
| e. Schedule of Work | ☐ not applicable | ☒ applicable |

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See the attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the contract documents for a total price of Six Hundred Forty-Five Thousand Four Hundred and Fifty dollars and 00/100 (\$645,450.00), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Johnny Stewart
Michael Taylor Architects, Inc.
118 S. Pleasant Street, Prescott, AZ 86303
johnny@mtai.com

Additionally, a copy of the Application for Payment is to be emailed to the grant administrator: Kevin Goss, NACOG, email: kgoss@nacog.org. Invoices will be paid by GRANTEE.

Upon submission of an Application for Payment, and upon approval by GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as GRANTEE determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of an Application for Payment, provided said Application for Payment is approved by GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 15 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within 120 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- | | | |
|----|--------------------------|--|
| a. | Worker's Compensation | statutory |
| b. | Protective Bodily Injury | \$2,000,000 each occurrence and annual aggregate |
| c. | Personal Property | \$2,000,000 each occurrence and annual aggregate |
| d. | Automobile Bodily Injury | \$2,000,000 each occurrence and annual aggregate and Property Damage |

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent owners or lessees of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent owners or lessees of the property shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of one hundred dollars (\$100.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION.

a. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event, the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

b. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by THE GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.

c. The GRANTEE may terminate this Contract at any time by giving at least **fifteen (15)** days' notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph a. hereof relative to termination shall apply.

d. This Contract may be terminated per A.R.S. §38-511, Conflict of Interest.

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

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS. This Contract is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The following information, required by or included in the Bid Package for this project, is a part of this Contract:

- a. Wage Rate # AZ20240043 Mod # 1
- b. HUD 4010.
- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC 244994; Expiration Date 04/30/2026.
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

14. 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 Contract, use the forced labor, any goods or services produced by the forced labor,

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

PART II. General Conditions

1. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.

2. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

3. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

4. AMERICANS WITH DISABILITIES ACT (ADA). CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).

5. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. ACCIDENT PREVENTION. 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 Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

8. DRUG FREE WORKPLACE. The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

11. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the GRANTEE and its agency members, NACOG, the ARCHITECT and the Arizona Department of Housing from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

12. SANCTION, PENALTIES AND DEBARMENT. A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

14. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the 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 GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A

breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. ISRAEL BOYCOTT CERTIFICATION. CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by GRANTEE up to and including termination of this Contract.

19. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons in the project area.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

20. MISCELLANEOUS PROVISIONS.

a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

b. If in any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed by the GRANTEE Board Chair and approved by the GRANTEE Board of Directors and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

“CONTRACTOR”

B’S CONTRACTORS, LLC,
an Arizona limited liability company

Signature of Contractor Representative

Date

Name and Title

“GRANTEE”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Signature of Grantee/Town Authorized Official

Date

Name and Title

(ATTACHMENTS FOLLOW)



CDBG GRANT #103-23

Bid Documents for *CHINO VALLEY* *SENIOR CENTER IMPROVEMENTS*

April 16, 2024

Project Contact:

Northern Arizona Council of Governments

Kevin Goss, NACOG
221 N. Marina St., Suite 101
Prescott, AZ 86301
(928) 445-0211

Chino Valley Senior Center Improvements
CDBG CONTRACT #103-23

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Architectural Design Plans
Project Specification Manual

**REQUEST FOR BIDS ADVERTISEMENT
CHINO VALLEY SENIOR CENTER IMPROVEMENTS**

The Town of Chino Valley has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing, for senior center renovations and improvements. This project is subject to Davis-Bacon wages. The Town of Chino Valley will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services:

The interior improvements include a new fire-suppression unit, cabinets/shelving, counters, flooring, sinks and food preparation stations, lighting, ceiling, duct work, conduit, new paint, walk-in freezer and cooler replacement, and new kitchen equipment. Ramps, landings/platforms, and railings will be built to improve access.

The project will take place at the Town of Chino Valley Senior Center, 1021 W. Butterfield Road, in Chino Valley, Arizona. The project location is within Chino Valley town limits, near the intersection of Road 1 West and Road 3 North, and approximately 2 miles northwest of the town hall.

The Senior Center building dimensions are approximately 56 feet by 100 feet (5,600 square feet), and the interior improvements will occur in an area that is approximately 56 feet by 23 feet (1,300 square feet, 158 feet in diameter).

Bidding documents will be available on the Town's website at <https://www.chinoaz.net/Bids.aspx> beginning at 7:00 am on Tuesday, April 16, 2024.

A MANDATORY pre-bid meeting will be held on Tuesday, April 23, 2024, at 2:00 p.m., at the Town of Chino Valley Senior Center, 1021 Butterfield Road, #501, Chino Valley, AZ 86323.

Questions during the bidding process shall be directed to Steve Sullivan, Assistant Town Engineer, by email at ssullivan@chinoaz.net no later than Wednesday, May 1, 2024 at 5:00 p.m.

All bids must be on a lump-sum basis. Segregated bids will not be accepted. Bids must be sealed, labeled "Chino Valley Senior Center Improvements" and delivered to Town Clerk, Chino Valley Town Hall, 202 N. State Route 89, Chino Valley, AZ, 86323, no later than 3:30 p.m. on Wednesday, May 8, 2024. Mailed bids should be sent to the same address, and must be received by the deadline. Faxes are not acceptable. Late bids will be returned unopened. It is the bidder's responsibility to ensure proposals are received at the above location on or before the specified time. The Town reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason the Town determines.

Minority, woman-owned and disadvantaged businesses are encouraged to submit. The Town of Chino Valley may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of Grantee.

Publication Dates: April 16, 17, 18, & 19, 2024

**INVITATION TO BID
CHINO VALLEY SENIOR CENTER IMPROVEMENTS
CHINO VALLEY, AZ**

The Town of Chino Valley has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing, for senior center renovations and improvements. The Town of Chino Valley will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

Make renovations and improvements to the Chino Valley Senior Center kitchen, food preparation, service, and storage areas, as well as to the parking lot. The interior improvements include a new fire-suppression unit, cabinets/shelving, counters, flooring, sinks and food preparation stations, lighting, ceiling, duct work, conduit, new paint, walk-in freezer and cooler replacement, and new kitchen equipment. Ramps, landings/platforms, and railings will be built to improve access.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation, and perform all the work for the project known as Chino Valley Senior Center Improvements, as called for in the plans and specifications. The successful Bidder will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful Bidder should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system and have a Unique Entity ID number. The website for registration is: <https://www.sam.gov/SAM/>.

BIDS

To be considered, *one (1) original and one (1) copy* of the submittal documents must be provided in accordance with the Instructions to Bidders included in this bid package.

Bids must be sealed, labeled “Chino Valley Senior Center Improvements” and delivered to Town Clerk, Chino Valley Town Hall, 202 N. State Route 89, Chino Valley, AZ, 86323 no later than 3:30 pm on Wednesday, May 8, 2024. Mailed bids should be sent to the same address, and must be received by the deadline. All bids must be on a lump-sum basis. Segregated bids will not be accepted. Faxes are not acceptable. Late bids will be returned unopened. Bids will be opened immediately following the submission deadline and total amounts will be read aloud. Failure of the Bidder to complete all of the bid documents may result in rejection of the bid.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of 5% of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to Grantee. Said bid security shall be considered liquidated damages and shall be forfeited to Grantee in the event the proposal

is accepted and the successful Bidder fails to execute the Contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

If information of a material matter is provided in response to any correspondence or question, or if a clarification is issued by the architect or Grantee, a copy of the question and answer will be provided to all prospective Bidders who have requested the bid documents. This response shall serve as an addendum to the advertised call for bids and become part of the Grantee's bid package.

Bidding documents will be available on the Town's website at <https://www.chinoaz.net/Bids.aspx> beginning at 7:00 am on Tuesday, April 16, 2024.

Correspondence, questions, and/or clarifications of the bidding procedure should be directed to Kevin Goss at NACOG, (928) 445-0211, or kgoss@nacog.org.

Correspondence, questions, and/or clarifications concerning the plans or specifications should be directed to: Johnny Stewart, Michael Taylor Architects, Inc., (928) 445-0626, extension 103, johnny@mtai.com.

Grantee reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. Grantee also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

INSTRUCTIONS TO BIDDERS

Bidders are requested to keep the narrative portion of their submittal (responses to Contractor's Qualification Statement) to no more than five (5) pages. The submittal is to contain all information listed and in the order listed on the Bid Cover Sheet/Checklist, which is included in this section. Submit one original and one copy of the submittal, which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Amendments, Addenda, Revisions and other changes will be available from Kevin Goss at NACOG, (928) 445-0211, kgoss@nacog.org. If you obtained your bid package from Kevin at the contact information above, you will be sent any updates. Otherwise, please contact him and register your interest in the project to obtain them.
2. Utilizing the form provided, complete the Bid Form.
3. Utilizing the form provided, plus attachments (if necessary), complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five years in the construction of similar projects and any funded with federal dollars subject to Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references will be verified during the scoring process.
 - b. Please identify the project team and submit short resumes of the key personnel.

- c. Provide a list of current major project commitments by the firm.
- 3. Utilizing the form provided, identify subcontractors. No change of the subcontractors named therein will be made unless first approved in writing by Grantee.
- 4. Provide a timeframe for project completion in your own format.
- 5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by Bidder's owner or corporate officer.
- 6. Utilizing the form provided, submit the Certifications signature page. This form is to be signed by Bidder's owner or corporate officer.

Bid Security, Performance Bond and Payment Bond

The proposal guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for five (5%) percent of the amount of the bid.

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to Grantee and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to Grantee.

The certificate of insurance shall name as additional insured the Town of Chino Valley. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

- a. Worker's Compensation..... statutory
- b. Protective Bodily Injury..... \$2,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury..... \$2,000,000 each occurrence and annual aggregate
and Property Damage

Award of the Contract

Grantee reserves the right to reject any and all bids and to award the Contract to other than the low bidder with good cause. Grantee further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the Bidder recognizes the right of Grantee to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualifications, and financial ability to carry out the terms of the Contract.

All bids shall remain firm for a period of thirty (30) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the Award of the Contract has been delayed more than thirty-one (31) days.

The Contractor to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the receipt of the contract documents. In case of failure of the Bidder to execute the Contract, Grantee may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of Grantee. Bidder shall be prepared to commence work within fifteen (15) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Kevin Goss, NACOG, 221 N. Marina Street, Suite 101, Prescott, AZ 86301, or kgoss@nacog.org, within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, Project Manager, or others, Grantee will respond to the protest. Grantee reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

BID COVER SHEET / CHECKLIST

CONTRACTOR: B's Contractors, LLC



ORIGINAL

THE FOLLOWING ITEMS MUST BE RETURNED WITH THE BID FOR A COMPLETE BID PACKAGE:

- ☒ BID FORM (3 PAGES)
- ☒ BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- ☒ CONTRACTOR'S QUALIFICATION STATEMENT (2 PAGES); WITH SUPPORTING DATA (NO MORE THAN 5 PAGES)
 - ☒ CURRENT SIMILAR PROJECTS
 - ☒ EXAMPLES OF PRIOR SIMILAR PROJECTS/DAVIS BACON IDENTIFIED
 - ☒ PROJECT TEAM/RESUMES OF KEY PERSONNEL
- ☒ PROJECT SCHEDULE – USE YOUR OWN FORMAT
- ☒ SUBCONTRACTOR LIST (1 PAGE)
- ☒ LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)
- ☒ CERTIFICATIONS SIGNATURE FORM (1 PAGE)
- ☒ BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK

DELIVER ONE ORIGINAL AND ONE COPY IN A SEALED ENVELOPE LABELED "CHINO VALLEY SENIOR CENTER IMPROVEMENTS" TO TOWN CLERK, CHINO VALLEY TOWN HALL, 202 N. STATE ROUTE 89, CHINO VALLEY, AZ 86323 NO LATER THAN 3:30 PM ON May 8, 2024.

MAILED BIDS SHOULD BE SENT TO TOWN CLERK, CHINO VALLEY TOWN HALL, 202 N. STATE ROUTE 89, CHINO VALLEY, AZ 86323, AND MUST BE RECEIVED BY THE DEADLINE.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**Chino Valley CDBG
CHINO VALLEY SENIOR CENTER IMPROVEMENTS**

BID FORM

PROJECT IDENTIFICATION: CHINO VALLEY SENIOR CENTER IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: CDBG # 103-23

THIS BID IS SUBMITTED TO: THE TOWN OF CHINO VALLEY

SENIOR CENTER IMPROVEMENTS BID AMOUNT: \$645,450.⁰⁰ (in numbers)

In Words: Six hundred forty five thousand four hundred fifty and ⁰⁰/₁₀₀

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with The Town of Chino Valley in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
<u>5/1/24</u>	<u>#1</u>
<u>5/1/24</u>	<u>#1 REVISED</u>
<u> </u>	<u> </u>

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.

- d. Bidder acknowledges that the Town of Chino Valley does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
 - e. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided the Town of Chino Valley written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by the Town of Chino Valley is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over the Town of Chino Valley.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on this bid form.
 - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **120 calendar days** after the effective date of the Notice to Proceed.
 - 6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$100 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
 - 7. The following documents are attached to and made a condition of this bid:
 - a. Required Bid Security
 - b. Contractor Qualification Statement and supporting data
 - c. Project Schedule
 - d. Subcontractor List
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name BRIAN BOMBARDIER
Title OWNER
Company B's CONTRACTORS LLC
Address 1510 LOUIS TRAIL
PRESCOTT, AZ 86305
Phone 928.237-0797
Email brian@bscontractorsllc.com

Submitted on MAY 8TH, 2024.
(insert date)

State Contractor License No.: 244994

BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT B's Contractors, LLC
(hereinafter "Principal"), as Principal and Merchants Bonding Company (Mutual)
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with
its principal offices in the City of Des Moines holding a certificate of authority to transact surety business in
Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety,
are held and firmly bound unto Town of Chino Valley (hereinafter "Obligee"), as Obligee in the
amount of Five Percent (5%) of the amount of the bid of Principal, submitted by Principal to the Obligee
for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of:

Chino Valley Senior Center Improvements
CDBG Grant #103-23

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a
contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of
insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the
faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution
of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and
certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond
between the amount specified in the proposal and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it
remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section
34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the
provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 2nd of May, 2024.

B's Contractors, LLC
PRINCIPAL SEAL

By: [Signature]

Its: OWNER

Merchants Bonding Company (Mutual)
SURETY SEAL

By: [Signature]
Scott Wareing Attorney-in-Fact

Paffenbarger & Walden LLC dba The Bond Source
AGENCY OF RECORD

1500 E Bethany Home Rd #190 Phoenix, AZ 85014
AGENCY ADDRESS

[Signature]
Arizona Resident Agent Countersignature
Scott Wareing

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexander Paffenbarger; Andrew J Paffenbarger; Brian R Sawyer; Ronald G Hecksel; Scott Wareing

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

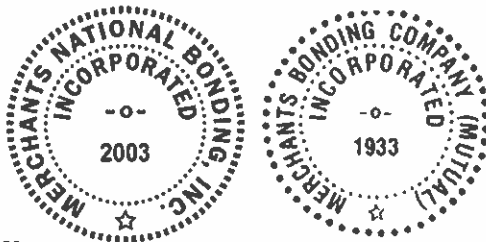
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



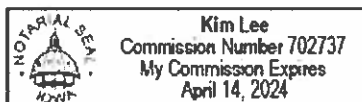
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

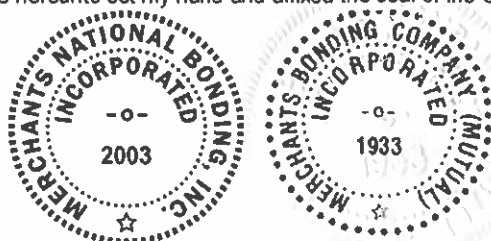


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of May, 2024.



William Warner Jr.
Secretary

Contractors may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Chino Valley

ADDRESS: 202 N State Rte 89
Chino Valley, AZ 86323

SUBMITTED BY: B's Contractors, LLC
NAME: Brian Bombardieri, Owner
ADDRESS: 1510 Louis Trail
Prescott, AZ 86305

PRINCIPAL OFFICE:

☐ Corporation
☐ Partnership
☐ Individual

☐ Joint Venture
☒ Other LLC

1. How many years has your organization been in business as a general contractor?
45
2. How many years has your organization been in business under its present business name?
16
 - a. Under what other or former names has your organization operated?
B's Contractors (sole proprietor for 29 years)
3. If a corporation, answer the following:
 - a. Date of incorporation: 12/22/14
 - b. State of incorporation: AZ
 - c. President's name: Brian L. Bombardieri, member/owner
 - d. Vice-president's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:

4. If an individual or a partnership, answer the following:

a. Date of organization:

b. Name and address of all partners (state whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name principals:

LLC, Brian L Bombardieri, Owner, Member

7. Your organization normally performs the following work with your own forces:

Job supervision, management

Some labor

Some minor carpentry

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

No

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
- No
10. On a separate sheet, list relevant/similar projects your organization has in process, giving the name of project, owner, Architect or Engineer, contract amount, percent complete, and scheduled completion date.
11. On a separate sheet, list relevant/similar projects your organization has completed in the past five years, giving the name of project, owner, Architect or Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
12. On a separate sheet, list the construction experience of the key individuals of your organization.
13. Dated at Prescott, AZ this
7th day of May, 2024



(928) 771-9240
(928) 771-9265 Fax

LICENSE NO. 244993, 244994

1510 Louis Trail
Prescott, Arizona 86305

Work in Progress as of 5/6/24 that is relevant e.g. tenant improvement, federally funded (Davis/Bacon)

City of Prescott Water Production Facility (Davis/Bacon)
City of Prescott - owner
Architect: Water Works Engineering
\$ 1,187,830
99% complete
Completion date: 5/10/24

City of Prescott Intermediate Pump Station (Davis/Bacon)
City of Prescott – Owner
Architect: Water Works Engineering
\$ 3,327,554
98% complete
Completion date: September, 2024

Pinnacle Bank Tenant Improvements
Bank of Colorado – owner
Architect: Doug Stroh Architects
\$ 600,000
95% complete
Completion date: 5/25/24

Quad City Christian Church Balcony Addition
501 LLC Owner
Architect: M Taylor Architects
\$ 387,145
98% complete
Completion date: 5/15/24



CONTRACTORS

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1510 Louis Trail
Prescott, Arizona 86305

Work Completed as of 5/6/24 that is relevant e.g. tenant improvement

Foothills Bank Remodel

Glacier Bank

Architect: M Taylor Architects

\$ 682,585

Completed 3/14/24

% done with B's forces – 8%

Grace Church

Grace Church – Owner

Architect: M Taylor Architects

\$ 4,588,700

Completed 2/15/24

% done with B's forces – 5%

note: project included installation of full commercial kitchen

Jay's Bird Barn

Eric Moore - Owner

Architect: M Taylor Architects

\$ 1,274,332

Completed: 6/5/23

% done with B's forces – 6%

Rosa's Pizzeria

Vivili Group

Architect: Andrea Wojciak

\$ 331,827

Completed 12/15/21

% done with B's forces – 8%

note: project included replacement of full commercial kitchen



CONTRACTORS

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1510 Louis Trail
Prescott, Arizona 86305

B's Contractors' Key Individuals And Their Experience

Brian Bombardieri, Owner

28 years experience in commercial & residential construction & management
Bidding
Communications
Public relations

Bill Pierce

28 years experience in commercial construction & management
Working superintendent
Project Management

Chad Slaton

30 years experience in commercial construction
Working job superintendent
Project Management

Brook Andrews

30 years experience in commercial construction
Working job superintendent
Project Management

					June 2024																																
	Activity Name	Duration (Days)	Start Date	Finish Date																																	
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W		
1	Demo	5.00	6/3/24	6/7/24	3	4	5	6	7																												
2	Plumbing underslab	3.00	6/7/24	6/11/24																																	
3	Framing	5.00	6/12/24	6/18/24																																	
4	HVAC/Electric/Plumbing rough in's	15.00	6/19/24	7/9/24																																	
5	Insulation	1.00	7/10/24	7/10/24																																	
6	Drywall	15.00	7/11/24	7/31/24																																	
7	Paint	5.00	8/1/24	8/7/24																																	
8	Install kitchen stainless	10.00	8/8/24	8/21/24																																	
9	Install Kitchen equipment	10.00	8/22/24	9/4/24																																	
10	HVAC/Plumbing/Elect. trim	10.00	9/5/24	9/18/24																																	
11	Final inspections/close	5.00	9/19/24	9/25/24	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3		

					September 2024																															
Activity Name		Duration (Days)	Start Date	Finish Date	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T		
1	Demo	5.00	6/3/24	6/7/24	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3		
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SUBCONTRACTORS LIST

The Contractor shall list below and complete a form LS-3 for all qualified subcontractors he/she will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or improperly complete this list will constitute sufficient grounds to reject his/her bid.

The Contractor may list himself/herself to perform one or more of the listed categories of work for which he/she has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his/her own payroll.

List only a single name for each listing. License numbers will be required of the apparent low Bidder only.

Specialty	Subcontractor Name	License #
PLUMBING	HERSTAGE PLUMBING	314662
HVAC	BALANCED HEATING & AIR	271163
ELECTRICAL	COUNTY WIDE ELECTRIC, INC.	257671
FRAMING	TBE CONSTRUCTION, LLC	304111
DRYWALL	TOTAL BUILDING SYSTEMS	146485
PAINT	ADVANCED COATINGS, INC.	142678
FLOORING	BARRETT FLOORS	268407
INSULATION	GALE CONTRACTOR SERVICES	189642
GLASS	COMMERCIAL GLASS CO.	246476
MILLWORK	EUROPEAN TECHNIQUES	251846
CONCRETE	M'INTOSH CONCRETE	176441

CONTRACTOR CONTRACT

This contract is between **B's Contractors, LLC** (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and **The Town of Chino Valley** (referred to in this contract as the GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing to make renovations and improvements to the Chino Valley Senior Center. The interior improvements include a new fire-suppression unit, cabinets/shelving, counters, flooring, sinks and food preparation stations, lighting, ceiling, duct work, conduit, new paint, walk-in freezer and cooler replacement, and new kitchen equipment. Ramps, landings/platforms, and railings will be built to improve access.

NOW, THEREFORE;

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|---------------------------|---------------------|-------------------------|
| A. Scope of Work | ____ not applicable | <u> X </u> applicable |
| B. Notice to Proceed | ____ not applicable | <u> X </u> applicable |
| C. Engineered Drawings | ____ not applicable | <u> X </u> applicable |
| D. Contractor Bid Package | ____ not applicable | <u> X </u> applicable |
| E. Schedule of Work | ____ not applicable | <u> X </u> applicable |

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the Contract Documents for a total price of Six Hundred Forty-Five Thousand Four Hundred and Fifty dollars and 00/100 (\$645,450.00), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Johnny Stewart
Michael Taylor Architects, Inc.
118 S. Pleasant Street, Prescott, AZ 86303
johnny@mtai.com

Additionally, a copy of the Application for Payment is to be emailed to the grant administrator: Kevin Goss, NACOG, email: kgoss@nacog.org. Invoices will be paid by GRANTEE.

Upon submission of an Application for Payment, and upon approval by GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as GRANTEE determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of an Application for Payment, provided said Application for Payment is approved by GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 15 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within 120 consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- a. Worker's Compensationstatutory
- b. Protective Bodily Injury\$2,000,000 each occurrence and annual aggregate
- c. Personal Property\$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury\$2,000,000 each occurrence and annual aggregate
and Property Damage

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent owners or lessees of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent owners or lessees of the property shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the

sum of one hundred dollars (\$100.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event, the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by THE GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.

The GRANTEE may terminate this Contract at any time by giving at least **fifteen (15)** days' notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph a. hereof relative to termination shall apply.

This Contract may be terminated per A.R.S. §38-511, Conflict of Interest.

Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Contract 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 Contract 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 Contract obligations, this Contract 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 Contract. 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 Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The Town shall keep the Contractor informed as to the availability of funds for this Contract. The obligation of the Town to make any payment pursuant to this Contract 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 Contract pursuant to this paragraph.

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS. This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a. Wage Rate # AZ20240043 Mod # 1
- b. HUD 4010.
- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC 244994 Expiration Date 4/30/26
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

14. 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 Contract, as amended, 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 GRANTEE has caused this instrument to be executed by the GRANTEE Board Chair and approved by the GRANTEE Board of Directors and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

CONTRACTOR:

Signature of Contractor Representative

Date

Name / Title of Contractor Representative

TOWN OF CHINO VALLEY:

Signature of Town Official

Date

Name & Title of Town of Chino Valley Authorized Official

PART II. General Conditions

- 1. ASSIGNMENT.** The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.
- 2. CHANGE ORDERS.** The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.
- 3. PERMITS AND CODES.** The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.
- 4. AMERICANS WITH DISABILITIES ACT (ADA).** CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).
- 5. LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 6. CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.
- 7. ACCIDENT PREVENTION.** 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 Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.
- 8. DRUG FREE WORKPLACE.** The CONTRACTOR shall maintain a Drug Free Workplace for all employees.
- 9. INSPECTION.** The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.
- 10. GOOD FAITH EFFORT.** The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.
- 11. HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the GRANTEE and its agency members, NACOG, the ARCHITECT and the Arizona Department of Housing from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

12. SANCTION, PENALTIES AND DEBARMENT. A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

14. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the 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 GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. ISRAEL BOYCOTT CERTIFICATION. CONTRACTOR hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by GRANTEE up to and including termination of this Contract.

19. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons in the project area.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

20. MISCELLANEOUS PROVISIONS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- b. If in any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

FEDERAL REQUIREMENTS AND FORMS

- **HUD 4010 – Federal Labor Standards Provisions**
- **Wage Rate Decision: AZ20230020, MOD 0, 1/6/2023**
- **LS2 – Contractor’s Certification**
- **LS3 – Subcontractor’s Certification**
- **LS4 – Payroll**
- **LS5 – Statement of Compliance**
- **Section 3 Forms:**
 - S3B-1 – Section 3 Assurances**
 - S3B-2 – Permanent & Project Workforce Breakdown**
 - S3B-3 – Business Self-Certification**
 - S3C-1A – Worker Self Certification**
 - S3C-1B – Worker Employer Certification**
 - S3C-1C – Targeted Worker Self Certification**
 - S3C-1D - Targeted Worker Employee Cert.**
 - S3P-1 – Section 3 Notice**
 - S3P-2 – Sample Employment Survey**
 - S3R-1C – Section 3 Contractor Report**
- **Certifications and Signature Form**

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid

the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination, and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, offers or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54. 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(4010.doc)

"General Decision Number: AZ20240043 01/19/2024

Superseded General Decision Number: AZ20230043

State: Arizona

Construction Type: Building

Counties: Coconino, Mohave and Yavapai Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

BRAZ0003-001 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

CARP1912-001 07/01/2023

	Rates	Fringes
CARPENTER.....	\$ 33.55	14.17

ELEC0640-002 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.10	13.58

ENGI0428-017 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 31.69	13.52
Crane.....	\$ 36.04	13.52
Loader.....	\$ 34.96	13.52

* IRON0075-012 10/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 32.00	18.91

PLUM0469-010 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 45.65	18.00
PLUMBER.....	\$ 45.65	18.00

SHEE0359-001 07/01/2022

Rates	Fringes
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SHEET METAL WORKER.....	\$ 40.82	19.04
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 * SUAZ2019-006 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	0.00
LABORER: Common or General.....	\$ 16.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.90	0.00
LABORER: Pipelayer.....	\$ 16.77 **	1.05
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.97	5.41
OPERATOR: Roller.....	\$ 23.62	6.44
PAINTER.....	\$ 16.48 **	0.00
TILE SETTER.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



Arizona
Department
of Housing

FORM LS-2
CONTRACTORS CERTIFICATION CONCERNING LABOR
STANDARDS AND PREVAILING WAGES

Recipient: Town of Chino Valley

Contract No: 103-23

Activity Name: SENIOR CENTER IMPROVEMENTS

1. I, the undersigned, am submitting a bid to (name of recipient): Town of Chino Valley for the construction of the (name of project): Senior Center Improvements, and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # AZ20240043 Modification # 1 Bid Open Date: 5/8/2024; and that
 - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.

4. Further, I certify that:

a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	SAM.gov UEI#	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$ 645,450	3	11	N	N	30-0858 299	uc4vz H2bYC 61	N	B's CONTRACTORS, LLC 1510 LOUIS TRAIL PRESCOTT, AZ 86305	244994

*See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☒ a corporation organized in the State of AZ; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME

N/A

TITLE

ADDRESS

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
<u>NONE</u>	_____	_____

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
<u>NONE</u>	_____	_____

LS-2 (REV. 11/2019)

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: B'S CONTRACTORS, LLC

b. Signature (in ink): 

c. Typed or Printed Name: BRIAN BOMBARDIERI

d. Title: OWNER

e. Date: 5/8/24

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

LS-2 (REV. 11/2019)



FORM LS-3
SUB-CONTRACTORS CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGES

Recipient: Town of Chino Valley

Contract No: 103-23

Activity Name: SENIOR CENTER IMPROVEMENTS

1. I, the undersigned, having submitted a bid or having executed a contract with:

(name of contractor or sub-contractor): _____

for (name of project): Senior Center Improvements

for (nature of work): _____

in the amount of \$ _____ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # AZ20240043; Modification # 1 are included in the aforementioned contract or bid.

2. I hereby certify that:

- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

- a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	SAM.gov UEI#	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

** See Demographic and Trade Code table below for information*

LS-3 (REV. 11/2019)

Demographic and Trade Codes	
<i>Race</i>	<i>Type of Trade Code</i>
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- ☐ a sole proprietorship;
- ☐ a partnership;
- ☐ a corporation organized in the State of ____; or
- ☐ another organization (describe) ____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
_____	_____	_____

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

a. Name of Contractor: _____

b. Signature (**in ink**): _____

c. Typed or Printed Name: _____

d. Title: _____

e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIONS
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

--	--

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

SECTION 3 FORMS

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

NACOG will monitor compliance with such provisions and standards on behalf of Yavapai County. The successful bidder will be required to complete the following forms before a Notice to Proceed will be issued in order to comply. A brief explanation of the form and when the form is to be submitted to NACOG is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call *Kevin Goss at (928) 445-0211*.

S3B-1 SECTION 3 ASSURANCES (1 page)

This form is to be completed by the contractor and **submitted within three (3) days of contract Intent to Award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page)

This form is to be completed by the contractor and **submitted within three (3) days of contract Intent to Award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form, if applicable, is to be completed by the contractor and **submitted within three (3) days of contract Intent to Award.** The bidder completes this form to qualify as a Section 3 business concern.

NACOG staff will assist contractor with any additional Section 3 requirements as outlined in the following forms.

Section 3 Assurances (Form S3B-1)

Name of Official Representative	
Business/Contractor Name	
Project Name or Bid Number	

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination of suspension.

Signature

Date

(Form revised 7.1.2021)

Section 3 Business Self-Certification Form (S3B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name _____
Address _____
City, State, Zip Code _____
Federal ID Number _____
Contact Person _____

✓	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form _____
Title of Person Completing Form _____
Signature _____
Date _____

Section 3 Worker Self-Certification Form (S3C-1A)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

√	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

√	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____
Employer Representative Name _____
Signature of Employer Representative _____
Date _____

Targeted Section 3 Worker Self-Certification Form
(S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

√	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Targeted Section 3 Worker Employer Certification Form
(S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____
Employer Representative Name _____
Signature of Employer Representative _____
Date _____

JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form S3P-1)

Name: *[recipient or contractor/sub-contractor]*

Project: *[describe project]*

Project Area: *[one-mile radius or larger if fewer than 5,000 people within one mile radius]*

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, *[name of recipient, contractor or sub-contractor]* hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below.** *All persons must meet the minimum qualifications of the position to be considered for employment/training.*

1. Resides within the project area *[describe]*; or
2. Has an income for the previous or annualized calendar year that is below the HUD very- low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

It is the responsibility of the applicant to document his/her status in any of the categories described above.

[Contractor/sub-contractor] will be accepting applications for the following positions on *[date]* at *[location]*:

Positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
--------------	---------------	-------------------------------

Training and apprenticeship positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
--------------	---------------	-------------------------------

For further information, including requests relating to accessibility needs, please
contact: *[Name]*

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be
posted in languages other than English.]

Sample Employment Survey (Form S3P-2)

NOTE: Consult the ADOH to determine if this form should be translated into another language.

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

Name	
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0 – 3 Months ✓	4 – 6 months✓	7 months – 1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

S3R-1C Instructions

Form S3R-1C includes four tabs and instructions for reporting by contractors to recipients/subrecipients and by subcontractors to contractors.

Tab 1 – Complete this Tab First: collects contractor/subcontractor information, the ADOH Contract Number and Activity Name and/or Number, and the beginning and ending dates of the payroll period. This information is carried forward to Tabs 2, 3, and 4. Tab 1 also requires contractors/subcontractors answer three (3) yes or no questions and provides further instructions on completing Tabs 2, 3, and/or 4.

Tab 2 – Labor Hours: must be completed with each payroll when any labor hours are worked by the contractor and/or subcontractor(s). This form collects information regarding each employee working on the project, whether they are a Section 3 or Targeted Section 3 worker, and the total project labor hours worked during the reporting period. Section 3 totals and percentages are automatically calculated.

Tab 3 – Subcontracts: must be completed when one or more subcontracts are awarded by any contractor during the reporting period. This form collects the Subcontractor Name, Federal ID Number, Address, type of contract (trade, service, professional service, or supply), whether the contracted entity is a Section 3 Business, the date of the contract, and the dollar amount of the contract.

Tab 4 – Qualitative Activities: must be completed when one or more employees were hired for the project workforce by a contractor/subcontractor, and/or if one or more subcontracts were awarded during the reporting period. This form allows contractors/subcontractors to select yes or no from a dropdown menu for specified qualitative activities. Contractors/subcontractors may also describe qualitative activities not specified.



Enter information only in green-shaded cells.

Recipient

ADOH Contract Number

Activity Name and/or Number

Contractor or Subcontractor report

Contractor Name

Section 3 Contractor

Payroll Period Begin Date

Payroll Period End Date

Information to be provided by Recipient.

Information to be provided by Recipient.

Information to be provided by Recipient.

Select contractor or subcontractor from dropdown menu.

Enter the Name of the Contractor or Subcontractor

Indicate if the named contractor/subcontractor is a Section 3 business by selecting yes or no from the dropdown menu.

Enter the beginning date of the payroll period being reported.

Enter the ending date of the payroll period being reported.

Select Yes or No from the dropdown menu

Alternate Labor Hours Report Format in Use (Yes/No)

One or more subcontracts were awarded during the payroll period (Yes/No)

One or more employees were hired for the project workforce during the payroll period (Yes/No)

If yes, do *not* complete Tab 2 Labor Hours. If no, complete Tab 2 Labor Hours.

If yes, complete Tab 3 Subcontracts and Tab 4 Qualitative Activities (lines 18 through 23 as applicable).

If yes, complete Tab 4 Qualitative Activities (lines 12 through 15 as applicable).

Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Businesses

Conducted outreach to identify and secure bids from qualified Section 3 businesses.

Provided technical assistance to Section 3 business to help them understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 businesses.

Provided bonding assistance, guarantees, or other efforts to support viable bids.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

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Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**



Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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(Select Yes or No
from the dropdown
menu)**

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Divided contracts into smaller jobs to facilitate participation by Section 3 businesses.

Provided bonding assistance, guarantees, or other efforts to support viable bids.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without

discrimination on the basis of their physical or mental disability in all employment practices including the following:

- a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process.

Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BRIAN BOMBARDEI
(Typed Name of Official)


(Signature of Official)

B's Contractors, LLC
(Typed Name of Firm)

5/8/24
(Date)

AN INTERIOR TENANT IMPROVEMENT FOR

CHINO VALLEY SENIOR CENTER

1021 WEST BUTTERFIELD ROAD

CHINO VALLEY, ARIZONA 86323

1. THE GENERAL CONTRACTOR, HEREINAFTER REFERRED TO AS "THE CONTRACTOR", SHALL BECOME FAMILAR WITH ALL GOVERNING BUILDING CODES, ORDINANCES, AND STANDARDS PRIOR TO BIDDING AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THESE STANDARDS.
2. GENERAL CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO CHECK EXISTING CONDITIONS. SHOULD THE CONTRACTOR FIND CONDITIONS WHICH HE BELIEVES WOULD IMPEDE HIS WORK OR FIND DISCREPANCIES BETWEEN THE PLANS AND EXISTING SITE CONDITIONS, SUCH CONDITIONS MUST BE REPORTED IMMEDIATELY TO THE ARCHITECT. FAILURE TO ADVISE WILL CONSTITUTE NOTICE THAT CONTRACTOR IS FULLY SATISFIED WITH THE EXISTING CONDITIONS AND THAT HE INTENDS TO PERFORM HIS OBLIGATIONS WITH NO ALLOWANCE EITHER IN TIME OR MONEY FOR ANY IMPEDIMENTS TO HIS WORK.
3. ANY DISCREPANCY FOUND WITHIN THESE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING WORK.
4. ALL BIDDING SUBCONTRACTORS AND SPECIALTY CONTRACTORS SHALL EXAMINE ALL CONSTRUCTION DOCUMENTS INCLUDING, BUT NOT LIMITED TO, PLANS AND SPECIFICATIONS. BID DOCUMENTS SHALL BE DISTRIBUTED TO SUBCONTRACTORS IN COMPLETE SETS AS INDICATED BY THE SHEET INDEX. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT SUBCONTRACTORS BID ON ALL ITEMS ASSOCIATED WITH THEIR RESPECTIVE TRADES.
5. ITEMS NOT INDICATED IN THESE DOCUMENTS THAT CAN BE LEGITIMATELY AND REASONABLY INFERRED TO COMPLETE THE WORK SHALL BE FURNISHED BY THE CONTRACTOR AS THOUGH IT WERE DETAILED HEREIN.
6. THE CONTRACTOR SHALL INCORPORATE ALL MUNICIPAL PLAN REVIEW REDLINES AND OWNER REVISIONS IN THE FINAL BID PRIOR TO SIGNING CONTRACT DOCUMENTS. THE CONTRACT SHALL BE BASED ON COMPLETE MUNICIPAL APPROVED CONSTRUCTION DOCUMENTS.
7. ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED, AND CONDITIONED IN ACCORDANCE WITH THE MANUFACTURERS' WRITTEN SPECIFICATIONS OR INSTRUCTIONS UNLESS HEREINAFTER SPECIFIED TO THE CONTRARY.
8. DIMENSIONS TAKE PRECEDENCE OVER SCALE ON CONSTRUCTION DOCUMENTS. DO NOT SCALE DRAWINGS.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION AND/OR INSTALLATION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
10. ALL WORK SHALL BE EXECUTED IN A NEAT AND WORKMANLIKE MANNER.
11. WHEN WORK NOT SPECIFICALLY CALLED OUT IS REQUIRED TO COMPLETE THE PROJECT, IT SHALL BE PROVIDED AND BE OF MATERIALS AND WORKMANSHIP THAT THE PROJECT BUDGET ALLOWS.
12. CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP AND MATERIALS FOR A PERIOD OF TWO YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION (IN WRITING).
13. UNLESS OTHERWISE SPECIFICALLY NOTED, THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, CONSTRUCTION EQUIPMENT AND MACHINERY, TRANSPORTATION, AND OTHER FACILITIES AND SERVICES NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK IN ACCORDANCE WITH PROJECT BUDGET.
14. THE CONTRACTOR WARRANTS TO THE OWNER AND THE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS CONTRACT WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE GOOD QUALITY, FREE FROM FAULTS AND DEFECTS, AND IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS. ALL WORK NOT SO CONFORMING TO THESE STANDARDS MAY BE CONSIDERED DEFECTIVE.
15. THE WARRANTIES AND GUARANTEES PROVIDED IN THE CONSTRUCTION DOCUMENTS SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ANY OTHER WARRANTY, GUARANTY, OR REMEDY REQUIRED BY LAW OR BY THE CONSTRUCTION DOCUMENTS.
16. ALL MERCHANDISE AND EQUIPMENT SUPPLIED BY CONTRACTOR CARRIES THE MANUFACTURES STANDARD WARRANTY ONLY AND SHALL BE VOIDED BY ABUSE, MISUSE, OR MISAPPLICATION.
17. PORTABLE FIRE EXTINGUISHERS PER NFPA #10 2A:10B:C RATED MINIMUM SHALL BE PROVIDED AS SHOWN ON THE DRAWINGS.
18. EXIT WAYS SHALL BE ILLUMINATED BY BACK-UP POWER, THE CONTRACTOR SHALL PROVIDE EMERGENCY LIGHTING TESTING PRIOR TO INSPECTION BY DISCONNECTING THE MAIN.
19. THE UNLATCHING OF ANY LEAF OF ANY EXIT DOOR SHALL NOT REQUIRE MORE THAN ONE OPERATION. MANUALLY OPERATED EDGE-OF-SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED. ALL EXITS TO BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE.
20. HANDLES, PULLS, LATCHES, AND LOCKS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.
21. IT IS THE CONTRACTOR'S AND/OR SUBCONTRACTOR'S RESPONSIBILITY TO VERIFY IF ANY REVISIONS HAVE BEEN MADE TO THESE PLANS AND TO OBTAIN THE CURRENT PERMITTED SET OF PLANS PRIOR TO COMMENCING THE WORK.

PROJECT SPECIFIC NOTES

SPECIAL INSPECTIONS

REVISIONS

FIRE ALARM PLANS

DEFERRED SUBMITTALS

GOVERNING BUILDING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMENDMENTS PER THEIR ADOPTING ORDINANCES:

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
2012 INTERNATIONAL ENERGY CONSERVATION CODE
2006 NFPA 101 LIFE SAFETY CODE

APPLICABLE CODES

1. ALL CONSTRUCTION SHALL COMPLY WITH THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE ALONG WITH THE TOWN OF CHINO VALLEY BUILDING CODE AMENDMENTS, AND ALL OTHER APPLICABLE GOVERNING ORDINANCES AND STANDARDS.

APPLICABLE CODES

OWNER
TOWN OF CHINO VALLEY
202 NORTH STATE ROUTE 89
CHINO VALLEY, ARIZONA 86323
(928) 636-7140

ARCHITECT
MICHAEL TAYLOR ARCHITECTS, INC.
118 SOUTH PLEASANT STREET
PRESCOTT, ARIZONA 86303
(928) 445-0626

PLUMBING, MECHANICAL & ELECTRICAL ENGINEERS
BOWIE TIGLAS ENGINEERING INC
24820 NORTH 16TH AVENUE
PHOENIX, ARIZONA 85085
(602) 992-3900

PROJECT TEAM

PARCEL #: 306-02-466
SUBDIVISION: N/A
JURISDICTION: TOWN OF CHINO VALLEY
ZONING: PL ZONING
SETBACKS: N/A
ASSESSOR ACRES: 15 ACRES
PROJECT ADDRESS: 1021 WEST BUTTERFIELD ROAD

PROJECT DATA

GENERAL
G-100 COVER SHEET
CS101 CODE SUMMARY

ARCHITECTURAL
AD101 DEMOLITION PLAN
A-101 FLOOR PLAN
A-102 EQUIPMENT PLAN
A-103 REFLECTED CEILING PLAN
A-201 INTERIOR ELEVATIONS
A-501 BUILDING DETAILS

MECHANICAL
M-0 MECHANICAL GENERAL NOTES
M-1.0 MECHANICAL DEMO PLAN
M-2.0 MECHANICAL FLOOR PLAN
M-2.1 MECHANICAL ROOF PLAN
M-3.0 CAPTIVEAIRE DETAILS
M-3.1 CAPTIVEAIRE VIEWS
M-3.2 CAPTIVEAIRE DETAILS
M-3.3 CAPTIVEAIRE EXHAUST
M-3.4 CAPTIVEAIRE EXHAUST
M-3.5 CAPTIVEAIRE DETAILS
M-3.6 CAPTIVEAIRE DETAILS
M-3.7 CAPTIVEAIRE DETAILS

PLUMBING
P-0 PLUMBING ISOMETRICS
P-1.0 PLUMBING FLOOR PLAN: WASTE
P-2.0 PLUMBING FLOOR PLAN: DOMESTIC WATER & NATURAL GAS
MPS MECHANICAL SPECIFICATIONS

ELECTRICAL
E-1 LIGHTING PLAN
E-2 POWER PLAN
E-3 LOAD CALCULATION AND ONE LINE DIAGRAM



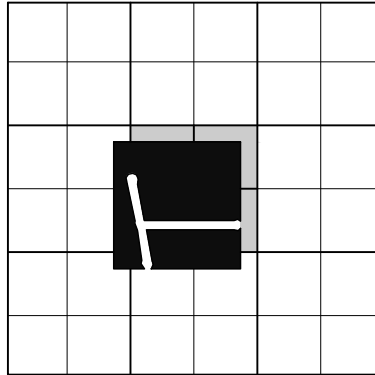
VICINITY MAP

CONSTRUCTION DOCUMENT SET INDEX



MICHAEL TAYLOR
ARCHITECTS, INC.

118 SOUTH PLEASANT STREET
PRESCOTT, ARIZONA 86303
PHONE 928-445-0626
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APN: 306-02-466
S15-116N-R20W
PL ZONING
1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323



CHINO VALLEY, ARIZONA 86323
INTERIOR REMODEL

MTAI PROJECT NUMBER:	2205	PLOT DATE:	03/11/24
DATE:		DESCRIPTION:	

COVER
SHEET

G-100



- ## CODE SUMMARY

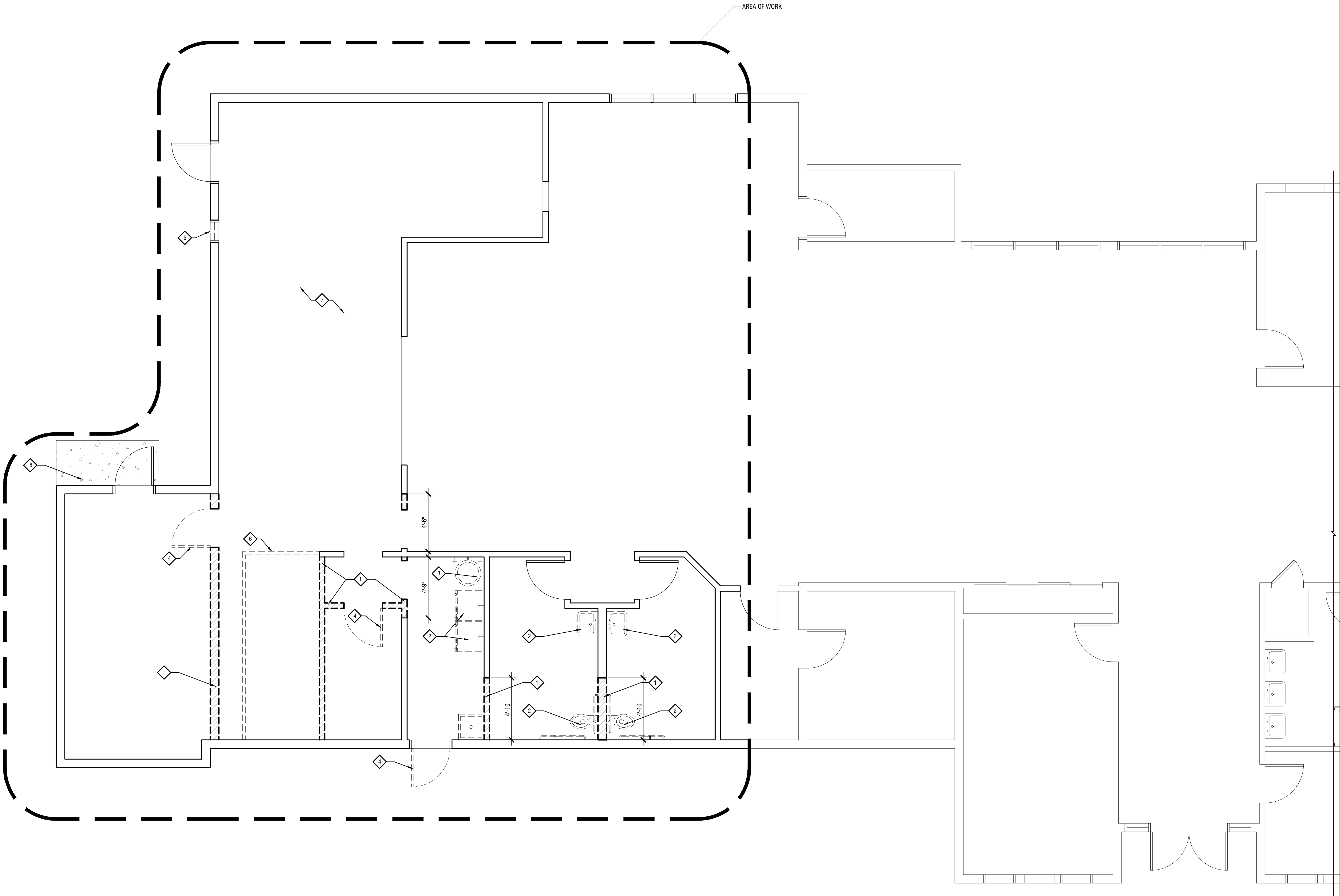


THE CONSTRUCTION DOCUMENT SET FOR THIS PROJECT SHALL INCLUDE THIS DRAWING SHEET, & ALL OTHER SHEETS & ASSOCIATED DOCUMENTS LISTED ON THE DRAWING INDEX ON COVER SHEET, & ANY OTHER DOCUMENTATION AS SUPPLIED BY THE ARCHITECT & CONSULTING ENGINEERS. ALL OF THE PROJECT DOCUMENTS REPRESENT AN ALL ENCOMPASSING WHOLE, & SHALL BE USED IN THEIR ENTIRETY FOR BIDDING & CONSTRUCTION PURPOSES.

3/1/2024 8:17 AM JMTA C:\Users\jmta\OneDrive\Documents\Files\17402022 Chino Valley Senior Center Kitchen Remodel\CAD\220206 - A-101 Final Plan.dwg

1

DEMOLITION FLOOR PLAN



- 1 REMOVE PORTION OF EXISTING FRAMED WALL, AS REQUIRED BY NEW WORK, TYPICAL.
- 2 REMOVE EXISTING PLUMBING FIXTURE & ASSOCIATED HARDWARE, CAP UTILITIES AS REQUIRED.
- 3 REMOVE EXISTING PLUMBING FIXTURE & ASSOCIATED HARDWARE, CAP UTILITIES AS REQUIRED. SALVAGE FOR RE-USE.
- 4 REMOVE EXISTING DOOR, FRAME & HARDWARE, PREP. OPENING AS REQUIRED FOR NEW WORK.
- 5 REMOVE EXISTING WINDOW, PREP. OPENING AS REQUIRED BY NEW WORK.
- 6 REMOVE EXISTING APPLIANCE, CAP UTILITIES AS REQUIRED.
- 7 REMOVE EXISTING APPLIANCES, CASEWORK, FLOORING, AND GYPSUM BOARD ON CEILING AND WALLS IN THIS ROOM.
- 8 REMOVE CONCRETE APRON, PREP. GROUND AS REQUIRED BY NEW WORK.

SCALE: 1/4" = 1'-0"

DEMOLITION KEYNOTES

DEMOLITION
FLOOR PLAN

AD101

MTA PROJECT NUMBER: 22035

DATE: DESCRIPTION:

PLOT DATE: 03/11/24



APR. 306-02-466

515-TEN-AR2W

PL ZONING

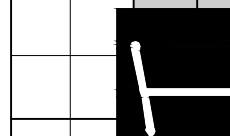
1021 WEST BUTTERFIELD ROAD

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118 SOUTH PLEASANT STREET

PRESCOTT, ARIZONA 86303

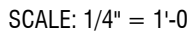
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PHONE: 928.445.1806

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- KEYNOTES



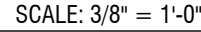
1021 WEST BUTTERFIELD ROAD
INTERIOR REMODEL
CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

DATE: DESCRIPTION:

A-101

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EQUIPMENT

- EQUIPMENT



CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

[illegible]

DATE: DESCRIPTION:

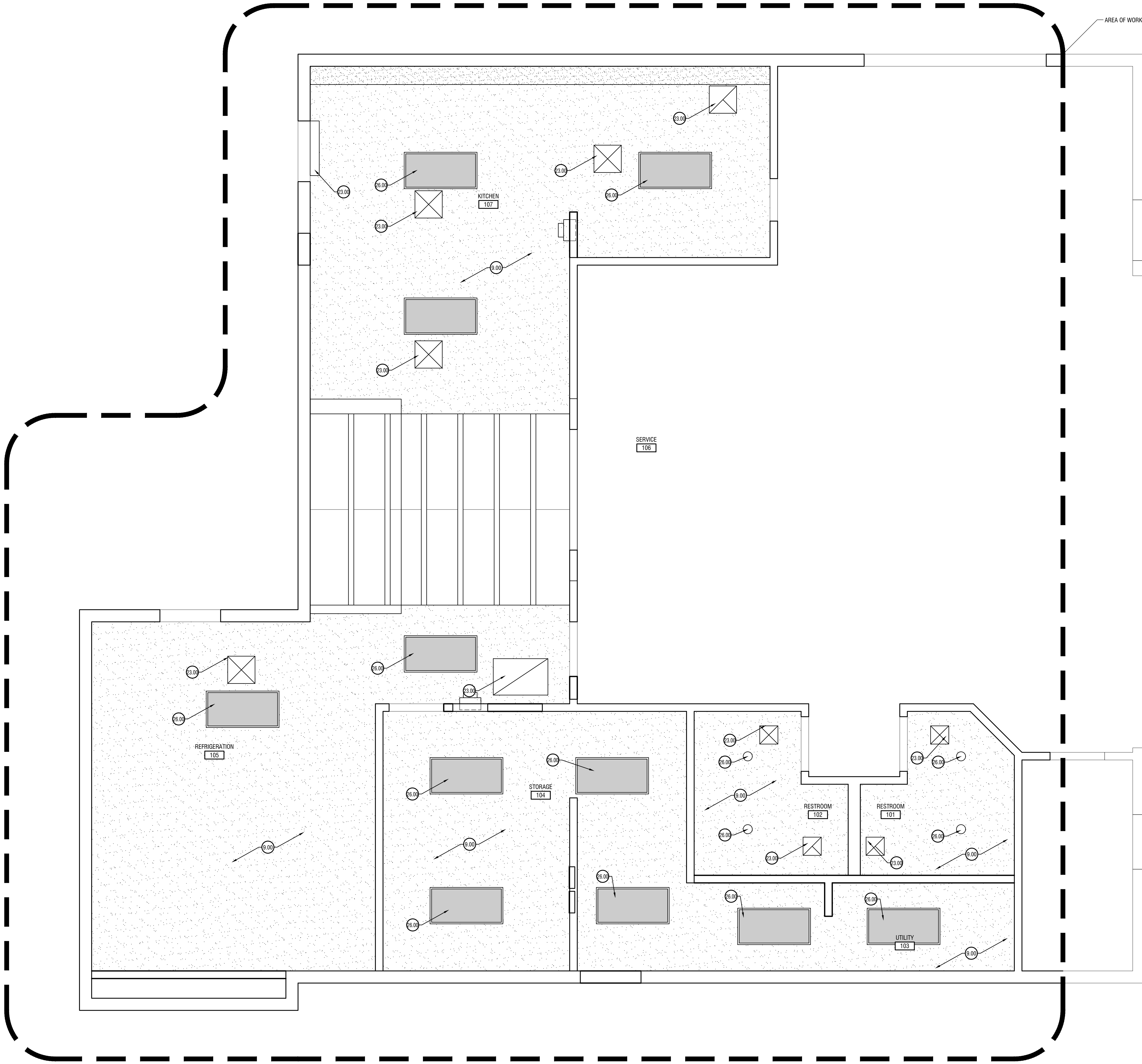
A-102

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1

KITCHEN LAYOUT PLAN



SCALE: 3/8" = 1'-0"

KEYNOTES

- CONCRETE
 - 3.00 CONCRETE APRON
- WOOD, PLASTICS, COMPOSITES
 - 6.00 2x4 WOOD STUD AT 16" O.C.
 - 6.01 2x6 WOOD STUD AT 16" O.C.
- THERMAL AND MOISTURE PROTECTION
 - 7.00 R-13.1 2" RIGID INSULATION
 - 7.01 R-19 SPRAY FOAM INSULATION
 - 7.02 SYNTHETIC STUCCO SYSTEM, FINISH TO MATCH EXISTING
- OPENINGS
 - 8.00 EXISTING DOOR TO REMAIN
 - 8.01 SOLID CORE DOOR IN HOLLOW METAL FRAME, SEE SCHEDULE
 - 8.02 "READY ACCESS" 6063-T6 TRANSACTION WINDOW
- FINISHES
 - 9.00 5/8" GYPSUM BOARD SHEATHING, SEE FINISH SCHEDULE
 - 9.01 16 GAUGE STAINLESS STEEL TYPE "304" WAINSCOT
- SPECIALTIES
 - 11.00 KITCHEN EQUIPMENT, SEE EQUIPMENT LAYOUT PLAN
- FURNISHINGS
 - 12.00 PLASTIC LAMINATE CASEWORK
 - 12.01 16 GAUGE STAINLESS STEEL TYPE "304" COUNTERTOP
 - 12.02 "RAKKS" SURFACE MOUNT COUNTER SUPPORT BRACKET
 - 12.03 TACTILE SIGN; SEE DETAIL UNDER SECTION 6" ON SHEET CS101.
 - 12.04 FIRE EXTINGUISHER 2A-K IN CABINET AS SHOWN
- PLUMBING
 - 22.00 PLUMBING FIXTURE, SEE PLUMBING PLANS
- HEATING, VENTILATING, AND AIR CONDITIONING
 - 23.00 R/S REGISTER, SEE MECHANICAL PLANS
- ELECTRICAL
 - 26.00 LIGHT FIXTURE, SEE ELECTRICAL PLANS
 - 26.01 ELECTRICAL FIXTURE, SEE ELECTRICAL PLANS

REFLECTED
CEILIN PLAN

A-103

MTAI PROJECT NUMBER: 23035 PLOT DATE: 03/11/24

DATE: DESCRIPTION:



APN: 306-02-466
S15-T18-A20W
FL ZONING

1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL



MICHAEL TAYLOR
ARCHITECTS, INC.

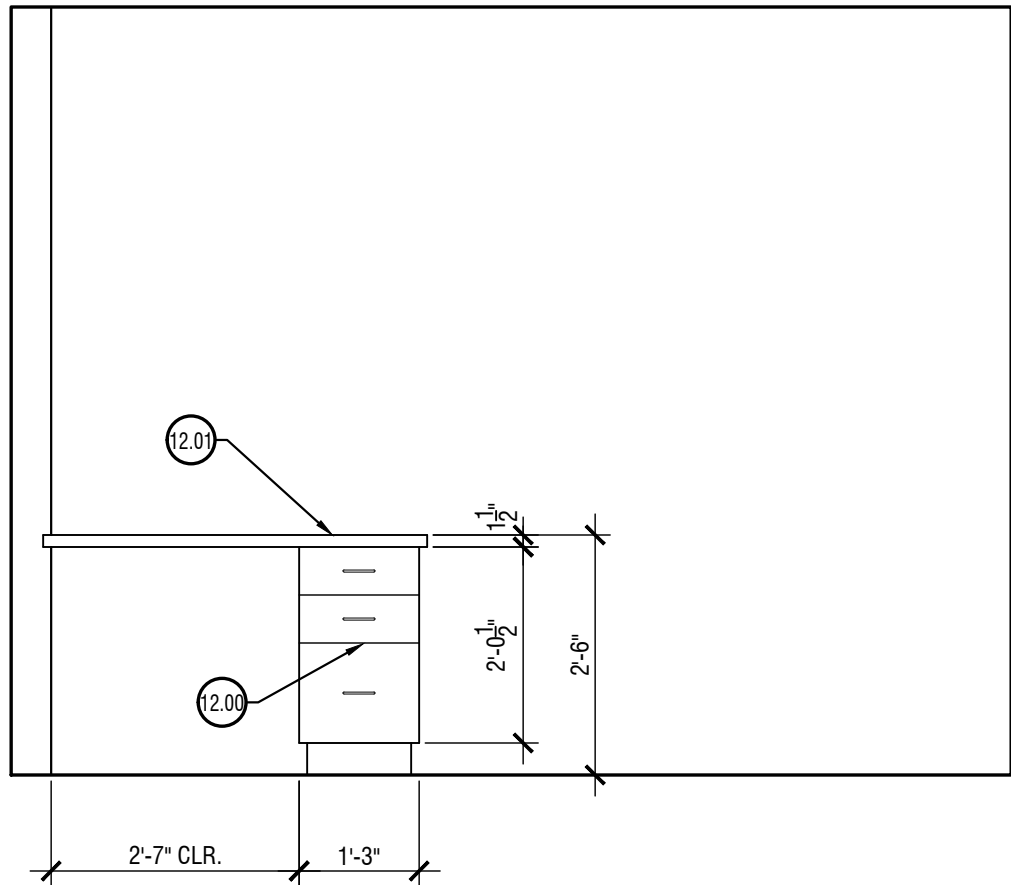
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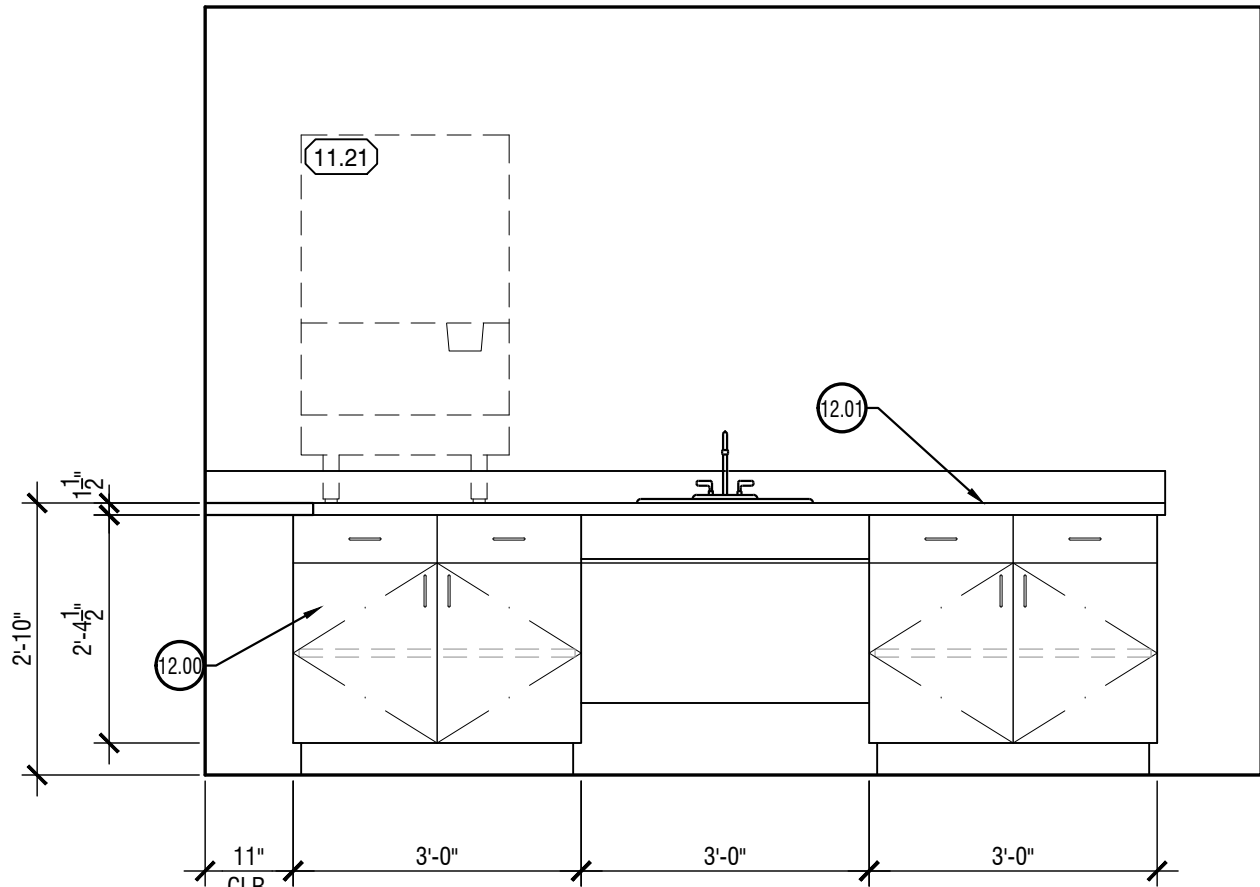
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1A UTILITY - 103



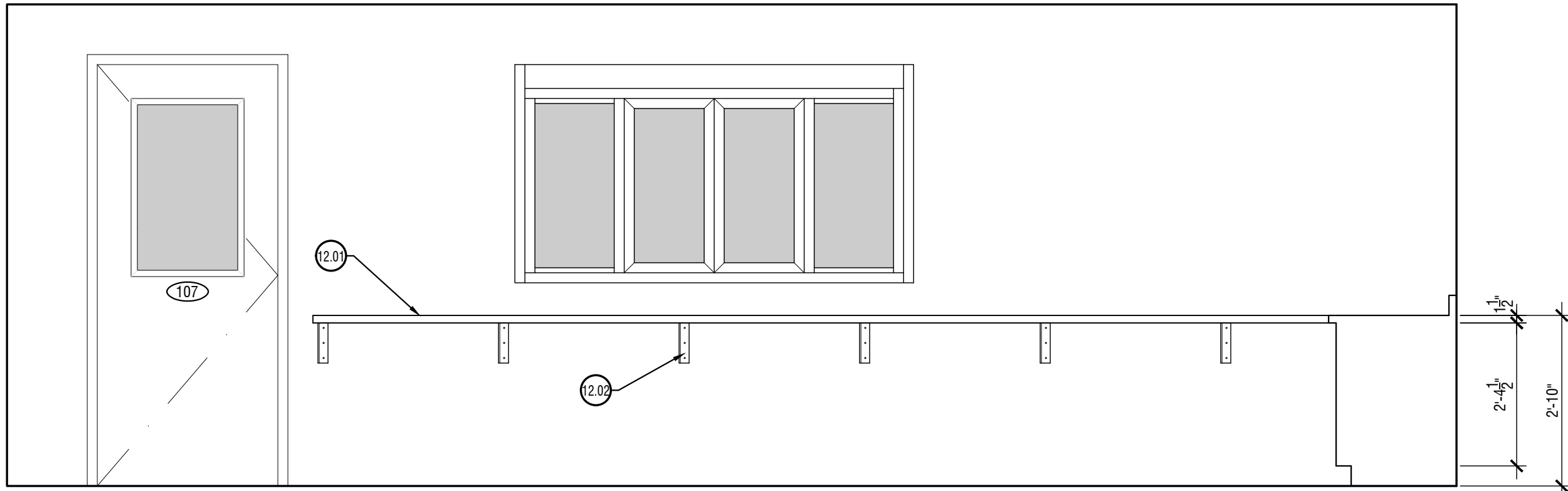
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2B SERVICE - 106



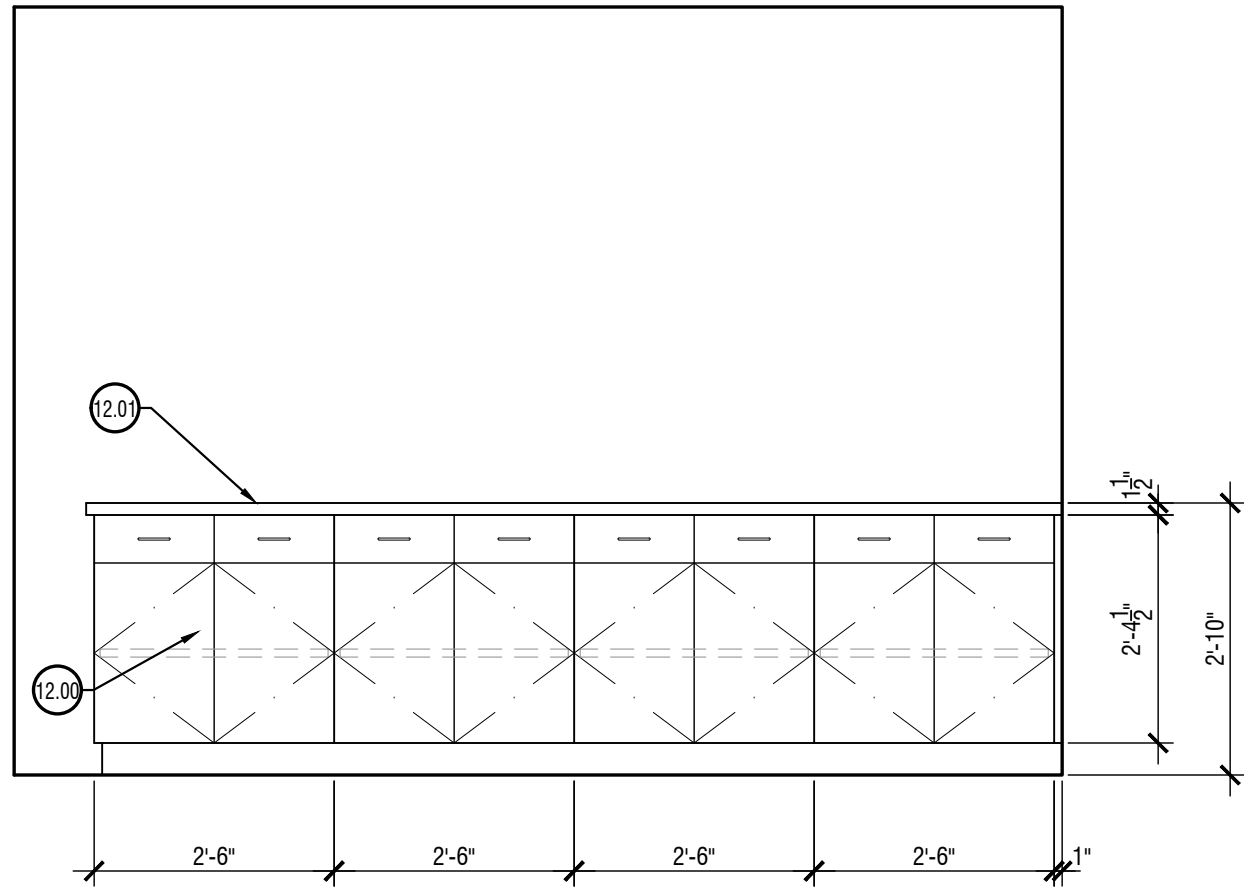
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2A SERVICE - 106



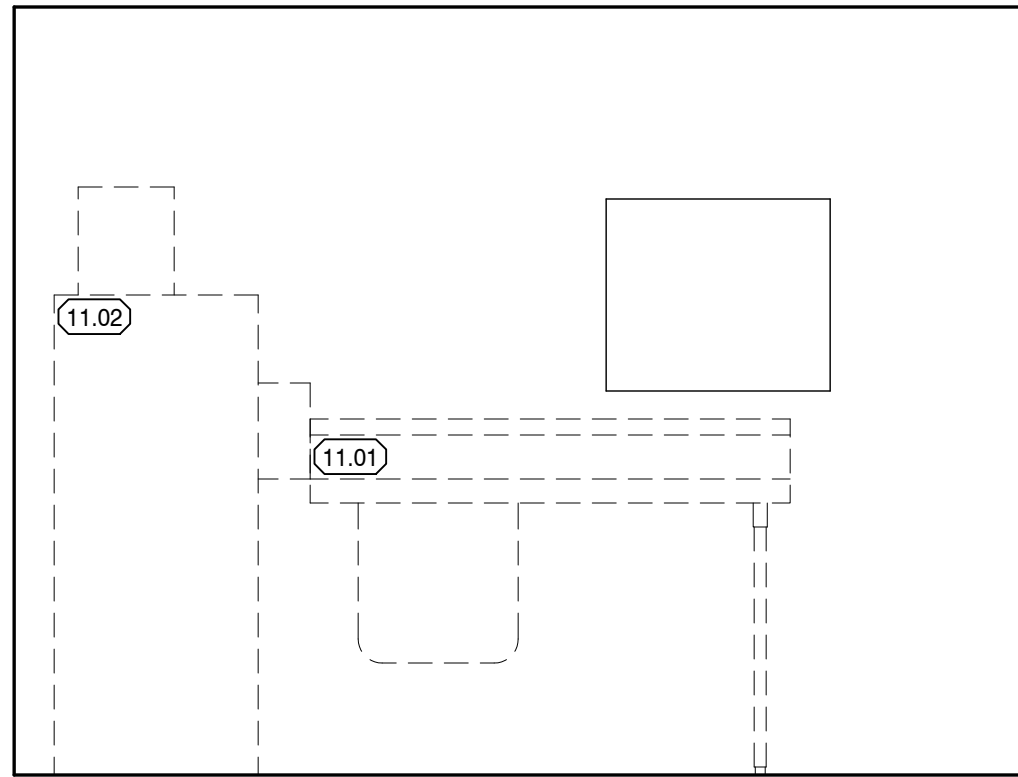
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2C SERVICE - 106



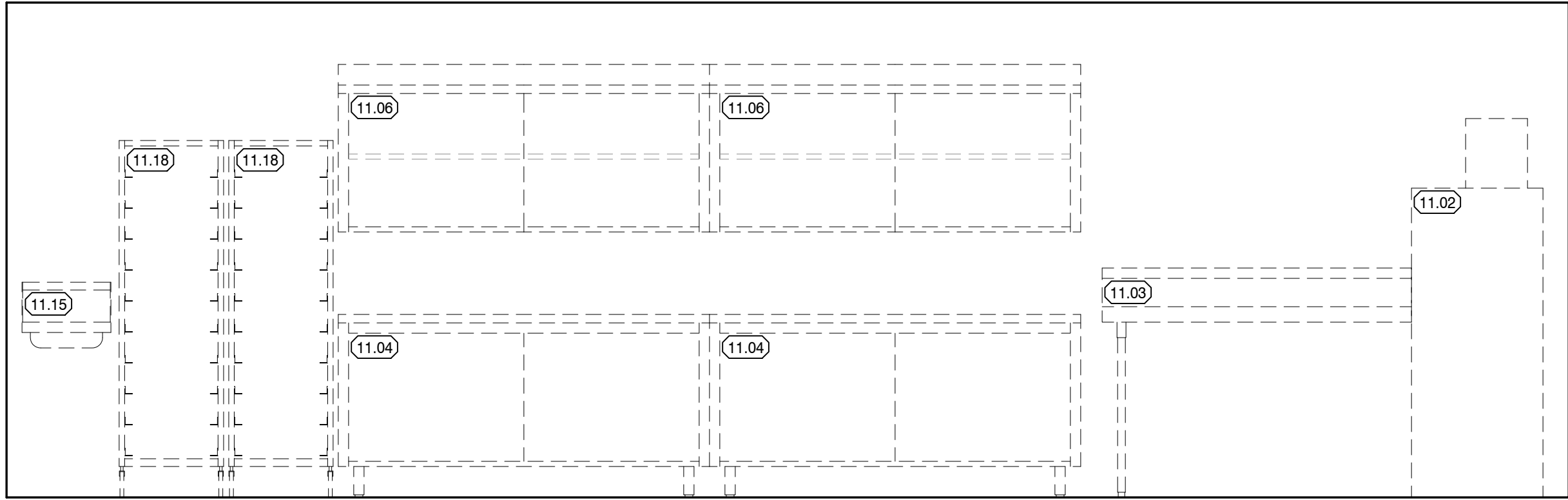
SCALE: 1/2" = 1'-0"

3A KITCHEN - 107



SCALE: 1/2" = 1'-0"

3B KITCHEN - 107



SCALE: 1/2" = 1'-0"

- CONCRETE
- 3.00 CONCRETE APRON
- WOOD, PLASTICS, COMPOSITES
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- FINISHES
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- SPECIALTIES
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- FURNISHINGS
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- PLUMBING
- 22.00 PLUMBING FIXTURE, SEE PLUMBING PLANS
- HEATING, VENTILATING, AND AIR CONDITIONING
- 23.00 R/S REGISTER, SEE MECHANICAL PLANS
- ELECTRICAL
- 25.00 LIGHT FIXTURE, SEE ELECTRICAL PLANS
- 25.01 ELECTRICAL FIXTURE, SEE ELECTRICAL PLANS

KEYNOTES

- EQUIPMENT
- 11.00 ADVANCE TABCO "94-23-60-24RL" THREE COMPARTMENT SINK
- 11.01 ADVANCE TABCO "DTS-S70-60R" DISH TABLE
- 11.02 CMA DISHMACHINES "CMA-180C" DISHWASHER
- 11.03 ADVANCE TABCO "DTC-S70-60L" DISH TABLE
- 11.04 ADVANCE TABCO "CB-SS-306" ENCLOSED BASE WORK TABLE
- 11.05 ADVANCE TABCO "HK-SS-243" ENCLOSED BASE WORK TABLE
- 11.06 ADVANCE TABCO "WCS-15-72" WALL CABINET
- 11.07 ADVANCE TABCO "FMS-306" WORK TABLE w/ DRAWER
- 11.08 ADVANCE TABCO "FMS-303" WORK TABLE w/ DRAWER
- 11.09 ADVANCE TABCO "DISW-4-240" DROP-IN SEALED WELL UNIT
- 11.10 ARCTIC BL1610-COMBO-C-R WALK-IN FREEZER/COOLER COMBO
- 11.11 ADVANCE TABCO "MS-306" WORK TABLE
- 11.12 ADVANCE TABCO "ES-246" EQUIPMENT STAND
- 11.13 GARLAND "X60-6G24RR" GAS RANGE
- 11.14 TRUE "STA1H-1G" HEATED CABINET
- 11.15 ADVANCE TABCO "7-PS-40" HAND SINK
- 11.16 ADVANCE TABCO "DT0-42-EC-X" RACK SHELF
- 11.17 ADVANCE TABCO "DI-1-168" DROP-IN SINK
- 11.18 ADVANCE TABCO "PR10-6W" PAN RACK
- 11.19 ADVANCE TABCO "EC-1436" WIRE SHELVING
- 11.20 U.S. SUMG-200 CONVECTION OVEN
- 11.21 HOSHIZAKI "DCM-500BAH-OS" COUNTERTOP ICE-MAKER
- 11.22 CLEVELAND 21CET8 STEAMCRAFT 3 PAN ELECTRIC COUNTERTOP STREAMER

APR 306-02-466
S15-T18N-R20W
FL ZONING
1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

REGISTERED ARCHITECT
MICHAEL G. TAYLOR
3-11-24
118 SOUTH PLEASANT STREET
PRESCOTT, ARIZONA 86303
PHONE 928.445.0806
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**MICHAEL TAYLOR
ARCHITECTS, INC.**

MTA PROJECT NUMBER: 23035	PLOT DATE: 03/11/24
DATE: _____	DESCRIPTION: _____
_____	_____
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_____	_____
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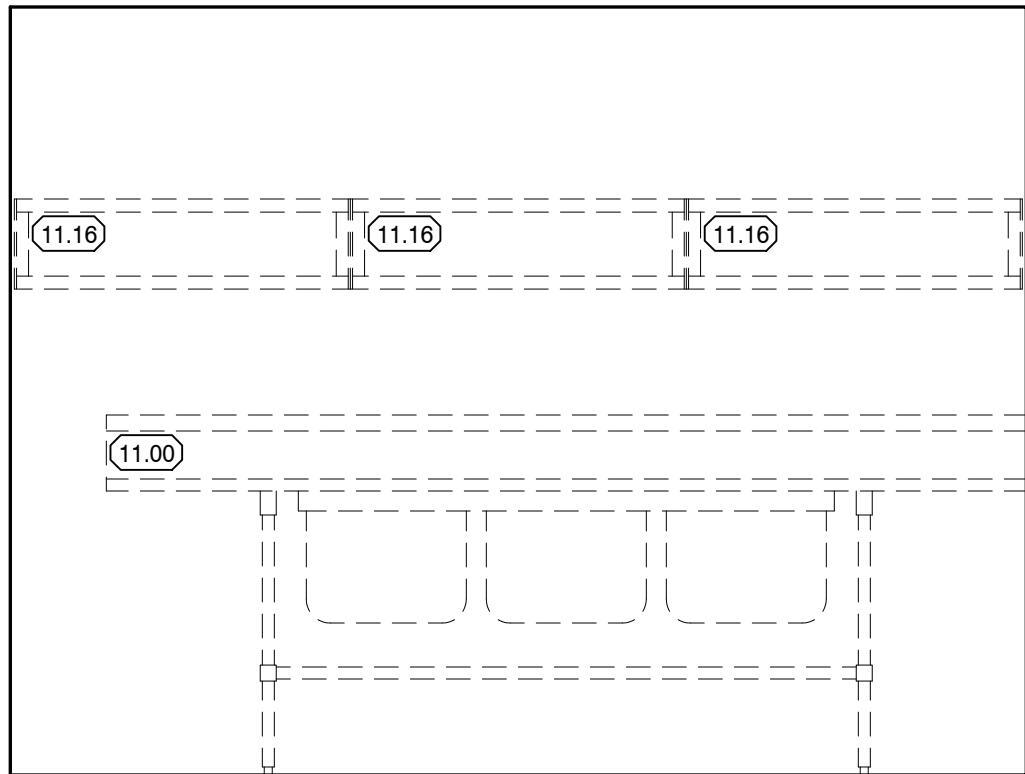
INTERIOR
ELEVATIONS

A-201

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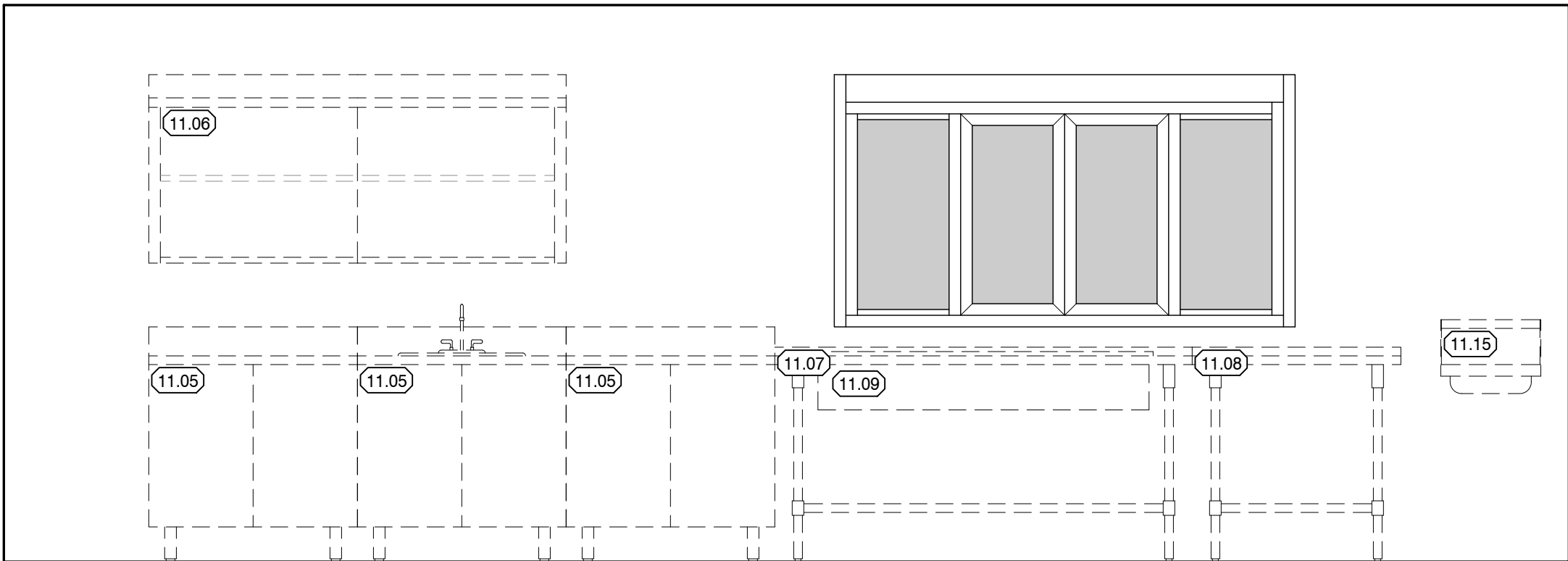
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3C KITCHEN - 107



SCALE: 1/2" = 1'-0"

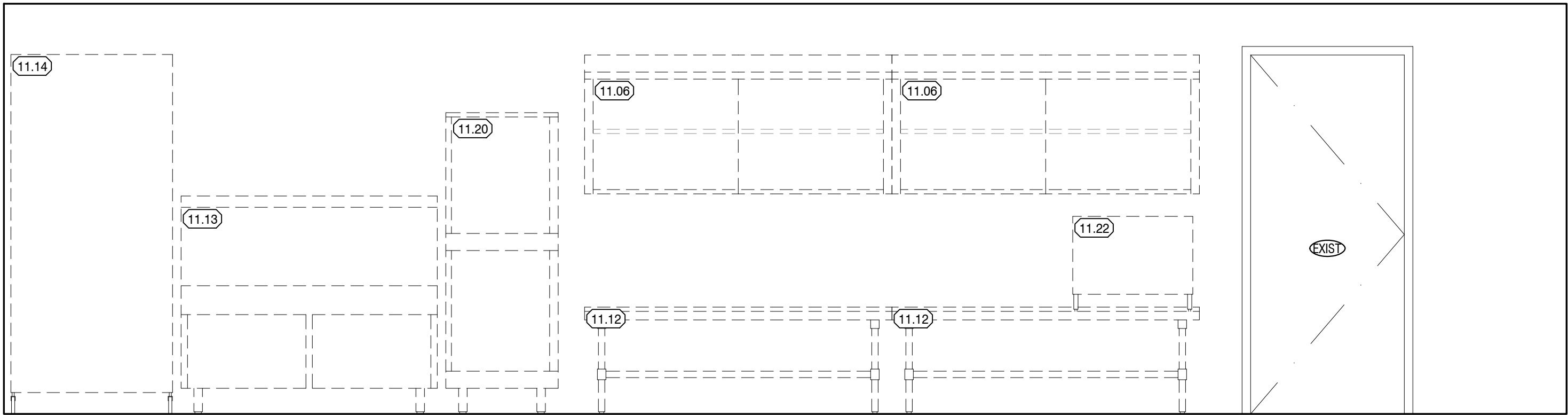
3D KITCHEN - 107



SCALE: 1/2" = 1'-0"

KEYNOTES

3E KITCHEN - 107



SCALE: 1/2" = 1'-0"

KEYNOTES

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- 11.17 ADVANCE TABCO "DI-1-168" DROP-IN SINK
- 11.18 ADVANCE TABCO "PR10-6W" PAN RACK
- 11.19 ADVANCE TABCO "EC-1436" WIRE SHELVEING
- 11.20 U.S. SUMG-200 CONVECTION OVEN
- 11.21 HOSHIZAKI "DCM-500BAH-OS" COUNTERTOP ICE-MAKER
- 11.22 CLEVELAND 21CET8 STEAMCRAFT 3 PAN ELECTRIC COUNTERTOP STREAMER

ADVANCE TABCO INC. 10000 N. 10TH AVE. SUITE 100, CHINO VALLEY, CA 91709

PLUMBING

- 22.00 PLUMBING FIXTURE, SEE PLUMBING PLANS
- HEATING, VENTILATING, AND AIR CONDITIONING
- 23.00 R/S REGISTER, SEE MECHANICAL PLANS

ELECTRICAL

- 25.00 LIGHT FIXTURE, SEE ELECTRICAL PLANS
- 25.01 ELECTRICAL FIXTURE, SEE ELECTRICAL PLANS

SPECIALTIES

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OPENINGS

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- 6.02 "READY ACCESS" 6063-T6 TRANSACTION WINDOW

THERMAL AND MOISTURE PROTECTION

- 7.00 R-13.1 2" RIGID INSULATION
- 7.01 R-19 SPRAY FOAM INSULATION
- 7.02 SYNTHETIC STUCCO SYSTEM, FINISH TO MATCH EXISTING

WOOD, PLASTICS, COMPOSITES

- 6.00 2x4 WOOD STUD AT 16" O.C.
- 6.01 2x6 WOOD STUD AT 16" O.C.

CONCRETE

- 3.00 CONCRETE APRON

INTERIOR ELEVATIONS

A-202

JMTA PROJECT NUMBER: 22035

PLOT DATE: 03/11/24

DATE: DESCRIPTION:



APR. 306-02-466

PLANNING

1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD CHINO VALLEY, ARIZONA 86323

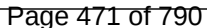
INTERIOR REMODEL



MICHAEL TAYLOR
ARCHITECTS, INC.

118 SOUTH PLEASANT STREET
PHONE 928. 445. 0806

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PACKAGED RTU SCHEDULE														
TAG	MANUF.	MODEL NUMBER	AIRFLOW SUPPLY/RETURN/OSA (CFM)	ESP (IN. WG.)	TOT. COOLING CAPACITY (MBH)	SEN. COOLING CAPACITY (MBH)	ARI COOLING EFFICIENCY (SEER)	HEATING CAPACITY				ELECTRICAL: 208V/1Ø (FLA/MCA/MOCP)	WEIGHT (LBS)	NOTES:
								FUEL	INPUT (MBH)	OUTPUT (MBH)	EFFICIENCY			
AC-5	CARRIER	48GCFJ06A2A3-0A0A0	2000/1625/375	0.5	55.66	38.52	17.4	NAT. GAS	104	84.8	81% AFUE	39 / 40 / 60	618	1,2,3,4
NOTES: 1. DESIGN CONDITIONS: COOLING = 80F/63F (DB/WB), WINTER = 30F (DB) 2. INSTALL UNIT PER MANUFACTURER'S RECOMMENDATIONS 3. PROVIDE PROGRAMMABLE THERMOSTAT WITH COOL-OFF-HEAT, FAN ON-AUTO, LOW AMBIENT HEAD PRESSURE CONTROL, VIBRATION ISOLATORS, ANTI-SHORT-CYCLE TIMER, TIME DELAY RELAY KIT 4. PROVIDE DUCT SMOKE DETECTOR IN RETURN AIR DUCT.														

DUCTLESS MINI-SPLIT SCHEDULE													
MARK	MAKE	OUTDOOR UNIT	INDOOR UNIT	COOLING (MBH)	HEATING (MBH)	EFFICIENCY (SEER2/EER2)	ELECTRICAL DATA				WEIGHT (LBS)		NOTES:
							VOLTAGE	RFS	MCA	MOCP	IDU	ODU	
DAH/DCU-I-5	CARRIER	RAV-SPI82AT2P-UL	RAV-SMI82KRTP-UL	16.8	9.9	23.8 / 12.0	208V-1PH	15	14	25	33	106	1,2,3,4
NOTES: 1. DESIGN CONDITIONS: SUMMER = 80.0F/67.0F EAT (DB/WB), 95F AMBIENT WINTER = 70F (DB), 47F AMBIENT 2. INSTALL UNIT PER MANUFACTURER'S RECOMMENDATIONS 3. ALL DUCTLESS FMA/FMC/FMU OF FV4 SERIES INDOOR UNITS REQUIRE A PIPING ADAPTOR KIT (MODEL #s: 331831-701 OR 40MD000003) 4. ELECTRICAL: SINGLE POINT POWER CONNECTION AT CONDENSING UNIT. 5. PROVIDE PROGRAMMABLE THERMOSTAT WITH COOL-OFF-HEAT, FAN ON-AUTO.													

AIR BALANCE CALCULATIONS (CFM)							
UNITS	#	SA	RA	OSA	EA	± NET	
(E) 5-TON	2	2000	1625	375		+ 150	
(N) 5-TON	1	2000	1625	375		+ 375	
(E) EF-1	2				75	- 150	
(N) EF-2	2				70	- 140	
(N) HOOD-1	1				2333	- 2333	
(N) HOOD-2	1				600	- 600	
(E) MJA-1	1	2100	0	2100		+ 2100	
TOTALS		8100	4875	3225	3223	+ 2	



COMcheck Software Version COMcheckWeb

Mechanical Compliance Certificate

Project Information

Energy Code: 2012 IECC

Project Title: Chino Valley Senior Center

Location: Chino Valley, Arizona

Climate Zone: 4b

Project Type: Alteration

Construction Site: 1021 W Butterfield Rd
Chino Valley, Arizona 86323

Owner/Agent: Chino Valley Senior Center

Designer/Contractor:

Mechanical Systems List

QuantitySystem Type & Description

1AC-5 (Single Zone):
Heating: 1 each - Central Furnace, Gas, Capacity = 96 kBtu/h
Proposed Efficiency = 81.00% Et, Required Efficiency: 80.00 % Et (or 78% AFUE)
Cooling: 1 each - Single Package DX Unit, Capacity = 36 kBtu/h, Air-Cooled Condenser, No Economizer, Economizer exception: High Efficiency Equipment
Proposed Efficiency = 17.40 SEER, Required Efficiency = 15.60 SEER
Proposed Part Load Efficiency = 0.00 , Required Part Load Efficiency = 0.00

1DAH/DCU-I.5 (Single Zone):
Split System Heat Pump
Heating Mode: Capacity = 9 kBtu/h,
Proposed Efficiency = 12.00 HSPF, Required Efficiency = 7.70 HSPF
Cooling Mode: Capacity = 16 kBtu/h,
Proposed Efficiency = 25.05 SEER, Required Efficiency = 13.00 SEER
Proposed Part Load Efficiency = 0.00 , Required Part Load Efficiency = 0.00

Mechanical Compliance Statement

Compliance Statement: The proposed mechanical alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2012 IECC requirements in COMcheck Version COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Name - Title

Signature

Date

Project Title: Chino Valley Senior Center

Report date: 11/21/23

Data filename: Page 1 of 7

MECHANICAL GENERAL NOTES

SEE ARCHITECTURAL DRAWINGS FOR ANY NECESSARY SCREENING OF EQUIPMENT.

SEE ELECTRICAL DRAWINGS FOR WIRING. MECHANICAL CONTRACTOR SHALL VERIFY AND FIELD COORDINATE WITH ELECTRICAL CONTRACTOR FOR ALL POWER REQUIREMENTS INCLUDING VOLTAGE AND PHASE. PRIOR TO ORDERING ANY EQUIPMENT.

CONTRACTOR SHALL PROVIDE TO CITY INSPECTORS THE AIR BALANCE REPORT.

SUPPLY FANS FOR ALL AIR CONDITIONING EQUIPMENT ARE TO BE WIRED TO RUN AT ALL TIMES THE BUILDING IS OCCUPIED, TO PROVIDE FRESH AIR AND MAKEUP AIR REQUIREMENTS.

SEE ARCHITECTURAL DRAWINGS FOR HOOD MOUNTING DETAILS.

SEE ARCHITECTURAL DRAWINGS FOR ALL EQUIPMENT/ LOCATIONS.

EXHAUST FANS FROM HOODS ARE UPDRAFT TYPE WITH DISCHARGE A MINIMUM OF 40" ABOVE ROOF, AND LOCATED A MINIMUM OF 5' FROM FRESH AIR SOURCE AND SAME OR CONTIGUOUS BUILDING.

GREASE DUCTS SHALL BE A UL LISTED FACTORY BUILT SYSTEM(S) OR WELDED 16 GAUGE STEEL DUCT WITH (2) LAYERS OF FIREMASTER FASTWRAP XL (ASTM E2336 LISTED). FIREWRAP SHALL BE INSTALLED IN ACCORDANCE MANUFACTURER'S RECOMMENDATIONS BY A CERTIFIED INSTALLER. 3rd PARTY INSPECTION AND APPROVAL ARE REQUIRED FOR DUCT WRAP INSTALLATION. CONTACT JUSTIN BOWIE P.E. AT 602-492-3400 TO SCHEDULE INSPECTIONS. SEE COMPLETED 'SPECIAL INSPECTION CERTIFICATE' FOR ADDITIONAL INFORMATION. NOTE: (2) SEPARATE INSPECTIONS REQUIRED FOR FIREWRAP, ONE AFTER FIRST LAYER AND A FINAL INSPECTION AND APPROVAL AFTER THE SECOND LAYER IS INSTALLED. INSPECTIONS WILL NOT BE MADE ON SECOND LAYER IF INITIAL FIRST LAYER INSPECTION HAS NOT BEEN PERFORMED AND APPROVED TO PROCEED WITH SECOND LAYER. INSTALLING CONTRACTOR TO BE CERTIFIED BY MANUFACTURER OF DUCTWRAP PRODUCT, AND CERTIFICATION DOCUMENTATION TO BE MADE AVAILABLE TO THE INSPECTOR BEFORE THE INITIAL INSPECTION WILL OCCUR.

HOOD SIZING IS IN CONFORMANCE WITH CURRENT LOCAL CODE. EXHAUST DUCTWORK IS SIZED WITH VELOCITY BETWEEN 1500 AND 2500 FPM, THE DUCT IS MADE OF 16 GAUGE STAINLESS STEEL.

TYPE I HOOD, PROVIDE HEAT SENSOR AND INTERLOCK WITH COOKING APPLIANCE TO START FANS (EXHAUST AND MAKE UP AIR)

SLOPE ALL KITCHEN EXHAUST DUCTWORK A MINIMUM OF 1/4" PER FOOT AND PROVIDE CLEANOUT DOORS AND ACCESS PANELS IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.

JOINTS, SEAMS, AND PENETRATIONS OF THE GREASE DUCT SHALL BE MADE WITH A CONTINUOUS LIQUID-TIGHT WELD MADE ON THE EXTERNAL SURFACE OF THE DUCT SYSTEM.

CONTRACTOR SHALL PROVIDE INDEPENDENT ENGINEERS REPORT CERTIFYING CONFORMANCE OF FIRE WRAP INSTALLATION BEING IN CONFORMANCE WITH CODE AND MANUFACTURERS INSTALLATION INSTRUCTIONS.

MECHANICAL FIXTURE LIST

- EF-2

GREENHECK SP-A110 CEILING EXHAUST FAN WITH FACTORY WALL CAP WITH BDD, TO CFM AT 125" SP, 1 AMP, 120 VOLT, 1 PHASE, 1Ø SONES. PROVIDE SPEED CONTROLLER IN FAN CASING
- CD-1

TITUS SERIES PAS-AA PERFORATED CEILING DIFFUSER WITH OBD, ALUMINUM CONSTRUCTION, ROUND NECK ADAPTOR, 18"x18" MODULE SIZE SURFACE, OFF-WHITE.
- CD-2

TITUS SERIES TDC-NT CEILING DIFFUSER WITH OBD, STEEL CONSTRUCTION, SURFACE MOUNT, ROUND NECK ADAPTOR, 18"x18" MODULE SIZE, OFF-WHITE.
- SW5

TITUS SERIES 212 F5 SIDEWALL SUPPLY, SURFACE, ALUMINUM CONSTRUCTION, OBD.
- RG-1

TITUS SERIES 350 FL RETURN GRILLE, 3/4" SPACING, SURFACE MOUNTED, ALL ALUMINUM.
- SF-1

GREENHECK MODEL SQ-45-DGEX-QD INLINE SUPPLY FAN, 375 CFM AT .31" ESP, 1300 RPM, 1/8 HP, 115 VOLT, 1 PHASE, DIRECT DRIVE.
- FF

MARS AIR DOOR # 36G, 1/2 HP, 120 VOLT, 1 PHASE, 1700 CFM, 55 LBS, PROVIDE DOOR SWITCH.
- KEF-1

CAPTIVE-AIRE DU80HFA UPDRAFT EXHAUST FAN W/ VENTILATED ROOF CURB, 2333 CFM AT 1.3" ESP, BELT DRIVE, 208V, 3 PH, 1.5 HP, 6.6 FLA, 194 LBS. AND GREASE COLLECTOR BOX. ETL LISTED AND COMPLIES WITH UL705. SEE HOOD PLANS M-2.0 THRU M-2.8.
- MJA-1

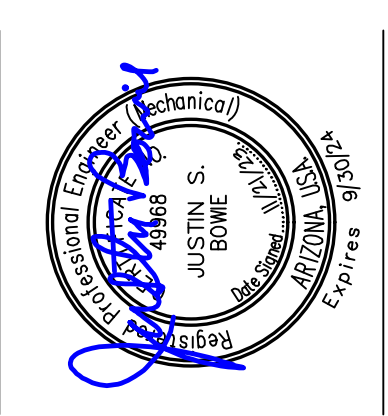
CAPTIVE-AIRE AI-D500-1SD PACKAGED 100% OUTSIDE AIR UNIT, 2100 CFM AT .5" ESP, ROOF CURB, OPERATING HEIGHT = 707 LBS., 208V, 3 PH, 3 HP, 22.6 MCA, 35 MOCP, 110,746 BTU NATURAL GAS INPUT, 102 MBH OUTPUT. ETL LISTED AND COMPLIES WITH UL705. SEE HOOD PLANS M-2.0 THRU M-2.8.
- HOOD-1

CAPTIVE AIRE 6024 ND-2-PSP-F, 1118" TYPE I HEAVY DUTY EXHAUST HOOD, UL LISTED, 600 DEG MAX COOKING TEMPERATURE, 2333 CFM AT 0.748" SP, 430 SS CONSTRUCTION COMPLETE WITH FILTERS, LIGHTS, ETC. 781 LBS. SEE HOOD PLANS M-2.0 THRU M-2.8.
- KEF-2

CAPTIVE-AIRE DU83HFA UPDRAFT EXHAUST FAN W/ VENTILATED ROOF CURB, 600 CFM AT 0.5" ESP, BELT DRIVE, 230V, 1 PH, 0.33 HP, 2.4 FLA, 68 LBS. ETL LISTED AND COMPLIES WITH UL705. SEE HOOD PLANS M-2.0 THRU M-2.8.
- HOOD-2

CAPTIVE AIRE 4812 VHB-G, 4' TYPE II EXHAUST HOOD, UL LISTED, 700 DEG MAX TEMPERATURE, 600 CFM AT 0.04" SP, 430 SS CONSTRUCTION COMPLETE WITH FILTERS, LIGHTS, ETC. 167 LBS. SEE HOOD PLANS M-2.0 THRU M-2.8.
- FC-1

CAPTIVE AIRE SC-31110MA FAN CONTROL UTILITY CABINET.
FANS CONTROLLED:
SUPPLY FAN 208V, 3 PH, 3 HP, 8.6 FLA.
EXHAUST FAN 208V, 3 PH, 1.5 HP, 6.6 FLA.
PROVIDE LIGHT CONTROL, EXHAUST ON IN FIRE, FANS ON/OFF THERMOSTATICALLY CONTROLLED. SEE HOOD PLANS M-2.0 THRU M-2.8.



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S15-T18A-R00W
P. ZONING
1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323



CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD

INTERIOR REMODEL

BTE PROJECT NUMBER: 22223	DATE:	DESCRIPTION:	PLUT DATE: 11-21-2023

Bowie Tiglas
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M-0

OF 12 SHEETS

Page 472 of 790

\\BTE_SERVER\BTE_JOB_FILES\2022\22223 CV SENIOR CTR KITCHEN REN\22223MPA.DWG NOV 21, 2023 - 1:30PM BY SKYLAR

MECHANICAL DEMO PLAN

SCALE: 1/4" = 1' - 0"

- AIR CONDITIONING UNIT (AC-#) MOUNTED ON FACTORY ROOF CURB WITH FULL SIZE DUCTS THRU ROOF WITH FLEX CONNECTORS. DUCT SMOKE DETECTOR SHALL BE LOCATED IN THE RETURN DUCT UPSTREAM OF ANY FILTERS, EXHAUST AIR CONNECTIONS, OUTDOOR AIR CONNECTIONS, OR CONTAMINATION EQUIPMENT. INTERLOCK WITH AIR MOVING EQUIPMENT TO SHUT UNIT DOWN ON ACTIVATION.
- 2 EXISTING AIR CONDITIONING UNIT TO REMAIN. CONTRACTOR TO PROVIDE (N) OSA INTAKE AND BALANCE TO NEW CFM INDICATED ON PLAN. FIELD VERIFY EXISTING CONDITIONS.
- 3 DUCTLESS AIR CONDITIONING UNIT (DAC-1) WALL MOUNTED SPLIT SYSTEM. INSTALL PER MANUFACTURERS RECOMMENDATION.
- 4 CONDENSING UNIT (CU-#) MOUNTED ON CONCRETE PAD WITH SPRING TYPE VIBRATION ISOLATORS.
- 5 LIQUID/ SUCTION PIPING, SIZED AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS, FIELD ROUTE.
- 6 EXHAUST FAN (EF-#), IN CEILING WITH FULL SIZE DUCT THRU ROOF TO CAP, MINIMUM OF 10' FROM OUTSIDE AIR INTAKE.
- 7 20" X 30" RG-1, 18" ROUND NECK.
- 8 18" X 18" CD-1, 12" ROUND NECK, 4-WAY THROW.
- 9 18" X 18" SWS, 8" ROUND NECK. VARIABLE 3-WAY THROW.
- 10 FLY FAN (FF), INSTALL PER MANUFACTURERS RECOMMENDATIONS, INTERLOCK WITH DOOR.

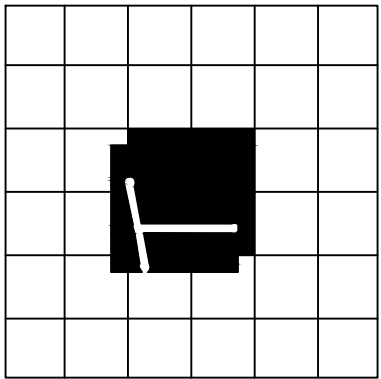
- CONCENTRIC INTAKE/EXHAUST KIT TO FACTORY ROOF CAP. INSTALL PER MANUFACTURER REQUIREMENTS.
- 12 4" ROUND DRYER VENT IN DRYER VENT BOX UP TO ROOF/WALL CAP WITH BACKDRAFT DAMPER. MAXIMUM LENGTH NOT TO EXCEED 35' (WITH 5" PER 40' ELBOW) PER IMC 504.8.4.1 OR PER MAXIMUM LENGTH AS DETERMINED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS PER IMC 504.8.4.2. PROVIDE PERMANENT LABEL/TAG INDICATING EQUIVALENT LENGTH OF EXHAUST DUCT PER IMC 504.8.5.
- 13 COOK LINE TYPE I HOOD (HOOD-4) PROVIDE FULL SIZE DUCT THRU ROOF TO CAP, TIE TO FAN CONTROLLER (FC-1). INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 14 DISHWASHER TYPE II HOOD (HOOD-2) PROVIDE FULL SIZE DUCT THRU ROOF TO CAP, INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 15 KITCHEN EXHAUST FAN (KEF-2) MOUNTED WITH SPRING-TYPE VIBRATION ISOLATORS, FULL-SIZE DUCT CONNECTIONS AND FLEX CONNECTORS, INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, SEE KITCHEN VENTILATION SCHEDULES' SHEETS M-2.0-M-2.8 FOR ADDITIONAL INFORMATION. PROVIDE MANUAL WALL SWITCH.
- 16 ALL EXPOSED DUCT/WORK TO BE 'SPIRAL-WOUND' WITH 1" ACOUSTICAL DUCTLINER AND TO BE INTERNALLY LINED WITH 2" THICK DUCTLINER. SIZE INDICATED ON PLANS IS 'INSIDE CLEAR'. VERIFY COLOR WITH ARCHITECT PRIOR TO CONSTRUCTION.
- 17 KITCHEN EXHAUST FAN (KEF-1) MOUNTED ON FACTORY ROOF CURB, PROVIDE 14" X 14", 16 GAUGE STEEL DUCT WITH (2) LAYERS OF ASTM E2336 FIREWRAP INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS,

- INTERLOCK WITH MUA-1. SEE 'KITCHEN VENTILATION SCHEDULES' SHEETS M-2.0 THRU M-2.6 FOR ADDITIONAL INFORMATION.
- 18 MAKE-UP AIR UNIT (MUA-#) MOUNTED ON FACTORY ROOF CURB. INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. COORDINATE EXACT LOCATION WITH ARCHITECTURAL/STRUCTURAL PLANS PRIOR TO CONSTRUCTION. OUTSIDE AIR INTAKE TO BE MINIMUM OF 10' FROM ANY EXHAUST OUTLET.
- 19 RELOCATE EXISTING MECHANICAL FIXTURE TO NEW LOCATION INDICATED ON PLAN. CONTRACTOR TO EXTEND EXISTING DUCT/BRANCH AS NECESSARY. FIELD VERIFY EXISTING CONDITIONS.
- 20 CONTRACTOR TO DEMO EXISTING MECHANICAL FIXTURE. DEMO/CAP CORRESPONDING DUCTWORK/FIXTURES AS NECESSARY. FIELD VERIFY EXISTING CONDITIONS.
- 21 18" X 18" CD-2, 12" ROUND NECK, 4-WAY THRU. CONTRACTOR TO FIELD ROUTE (N) 12" BRANCH TO (E) 5-TON PACKAGE UNIT SUPPLY AND BALANCE TO CFM INDICATED ON PLAN. FIELD VERIFY EXISTING CONDITIONS.
- 22 FIELD ROUTE NEW 10" Ø OSA INTAKE TO TIE TO (E) LOUVER 12"x18" MIN.
- 23 OUTSIDE AIR INTAKE SUPPLY FAN (SF-1). INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
- 24 CONTRACTOR TO EXTEND FLUE UP 3' MINIMUM FROM OUTSIDE AIR INTAKE ELEVATION

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S15-T16N-R02W
PL ZONING
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CHINO VALLEY, ARIZONA

1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

BIE PROJEC T NUMBER. ZZZZZ
FLUID DATE. 11-21-2023

M-1.0

OF 12 SHEETS



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SCALE: 1/4" = 1' - 0"

NOTE: NOT ALL KEYNOTES MAY BE USED.



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CHINO VALLEY ARIZONA 86323

INTERIOR REMODEL

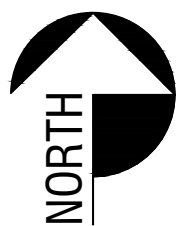
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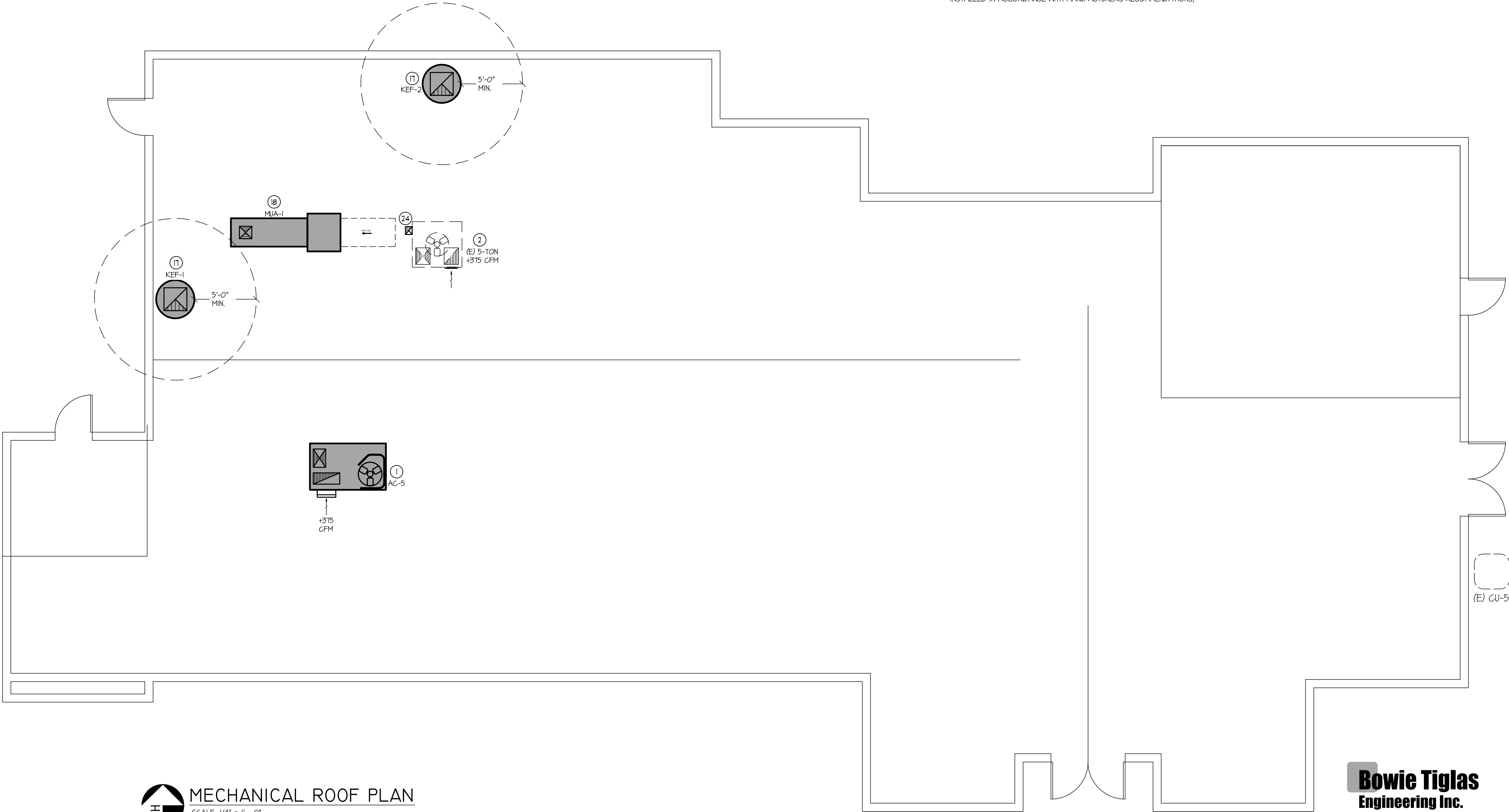
\\BTL-BAW001\BTL_08_1415\2022\22223_CV_Schem_CRM_MechPlan_Rev22223999.dwg Nov 21, 2023 - 1:30pm by Seta Lar

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MECHANICAL ROOF PLAN

SCALE: 1/4" = 1' - 0"



MECHANICAL KEYNOTES

- AIR CONDITIONING UNIT (AC-#) MOUNTED ON FACTORY ROOF CURB WITH FULL SIZE DUCTS THRU ROOF WITH FLEX CONNECTORS. DUCT SMOKE DETECTOR SHALL BE LOCATED IN THE RETURN DUCT UPSTREAM OF ANY FILTERS, EXHAUST AIR CONNECTIONS, OUTDOOR AIR CONNECTIONS, OR CONTAMINATION EQUIPMENT, INTERLOCK WITH AIR MOVING EQUIPMENT TO SHUT UNIT DOWN ON ACTIVATION.
 - EXISTING AIR CONDITIONING UNIT TO REMAIN. CONTRACTOR TO PROVIDE (N) OSA INTAKE AND BALANCE TO NEW CFM INDICATED ON PLAN. FIELD VERIFY EXISTING CONDITIONS.
 - DUCTLESS AIR CONDITIONING UNIT (DAC-I) WALL MOUNTED SPLIT SYSTEM. INSTALL PER MANUFACTURERS RECOMMENDATION.
 - CONDENSING UNIT (CU-I) MOUNTED ON CONCRETE PAD WITH SPRING TYPE VIBRATION ISOLATORS.
 - LIQUID/ SUCTION PIPING, SIZED AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS, FIELD ROUTE.
 - EXHAUST FAN (EF-#), IN CEILING WITH FULL SIZE DUCT THRU ROOF TO CAP, MINIMUM OF 10' FROM OUTSIDE AIR INTAKE.
 - 20" X 30" RG-1, 18" ROUND NECK.
 - 18" X 18" CD-1, 12" ROUND NECK, 4-WAY THROW.
 - 18" X 18" SHS, 8" ROUND NECK. VARIABLE 3-WAY THROW.
 - FLY FAN (FF), INSTALL PER MANUFACTURERS RECOMMENDATIONS, INTERLOCK WITH DOOR.
 - CONCENTRIC INTAKE/EXHAUST KIT TO FACTORY ROOF CAP. INSTALL PER MANUFACTURERS REQUIREMENTS.
 - 4" ROUND DRYER VENT IN DRYER VENT BOX UP TO ROOF/WALL CAP WITH BACKDRAFT DAMPER. MAXIMUM LENGTH NOT TO EXCEED 35' (WITH 5' PER 90° ELBOW) PER IMC 504.8.4.1 OR PER MAXIMUM LENGTH AS DETERMINED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS PER IMC 504.8.4.2. PROVIDE PERMANENT LABEL/TAG INDICATING EQUIVALENT LENGTH OF EXHAUST DUCT PER IMC 504.8.5.
 - COOK LINE TYPE I HOOD (HOOD-I) PROVIDE FULL SIZE DUCT THRU ROOF TO CAP. TIE TO FAN CONTROLLER (FC-I). INSTALL PER MANUFACTURERS RECOMMENDATIONS.
 - DISHWASHER TYPE II HOOD (HOOD-2) PROVIDE FULL SIZE DUCT THRU ROOF TO CAP. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
 - KITCHEN EXHAUST FAN (KEF-2) MOUNTED WITH SPRING-TYPE VIBRATION ISOLATORS, FULL-SIZE DUCT CONNECTIONS AND FLEX CONNECTORS. INSTALL IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. SEE 'KITCHEN VENTILATION SCHEDULES' SHEETS M-2.0-M-2.8 FOR ADDITIONAL INFORMATION. PROVIDE MANUAL WALL SWITCH.
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- CONTRACTOR TO DEMO EXISTING MECHANICAL FIXTURE. DEMO/CAP CORRESPONDING DUCTWORK/FIXTURES AS NECESSARY. FIELD VERIFY EXISTING CONDITIONS.
- 18" X 18" CD-2, 12" ROUND NECK, 4-WAY THROW. CONTRACTOR TO FIELD ROUTE (N) 12" BRANCH TO (E) 5-TON PACKAGE UNIT SUPPLY AND BALANCE TO CFM INDICATED ON PLAN. FIELD VERIFY EXISTING CONDITIONS.
- FIELD ROUTE NEW 10"Ø OSA INTAKE TO TIE TO (E) LOUVER 12"x18" MIN.
- OUTSIDE AIR INTAKE SUPPLY FAN (SF-I). INSTALL PER MANUFACTURERS RECOMMENDATIONS.
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- NOTE: NOT ALL KEYNOTES MAY BE USED.



APN: 305-02-465
S15-T18-R00W
P1 ZONING
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INTERIOR REMODEL



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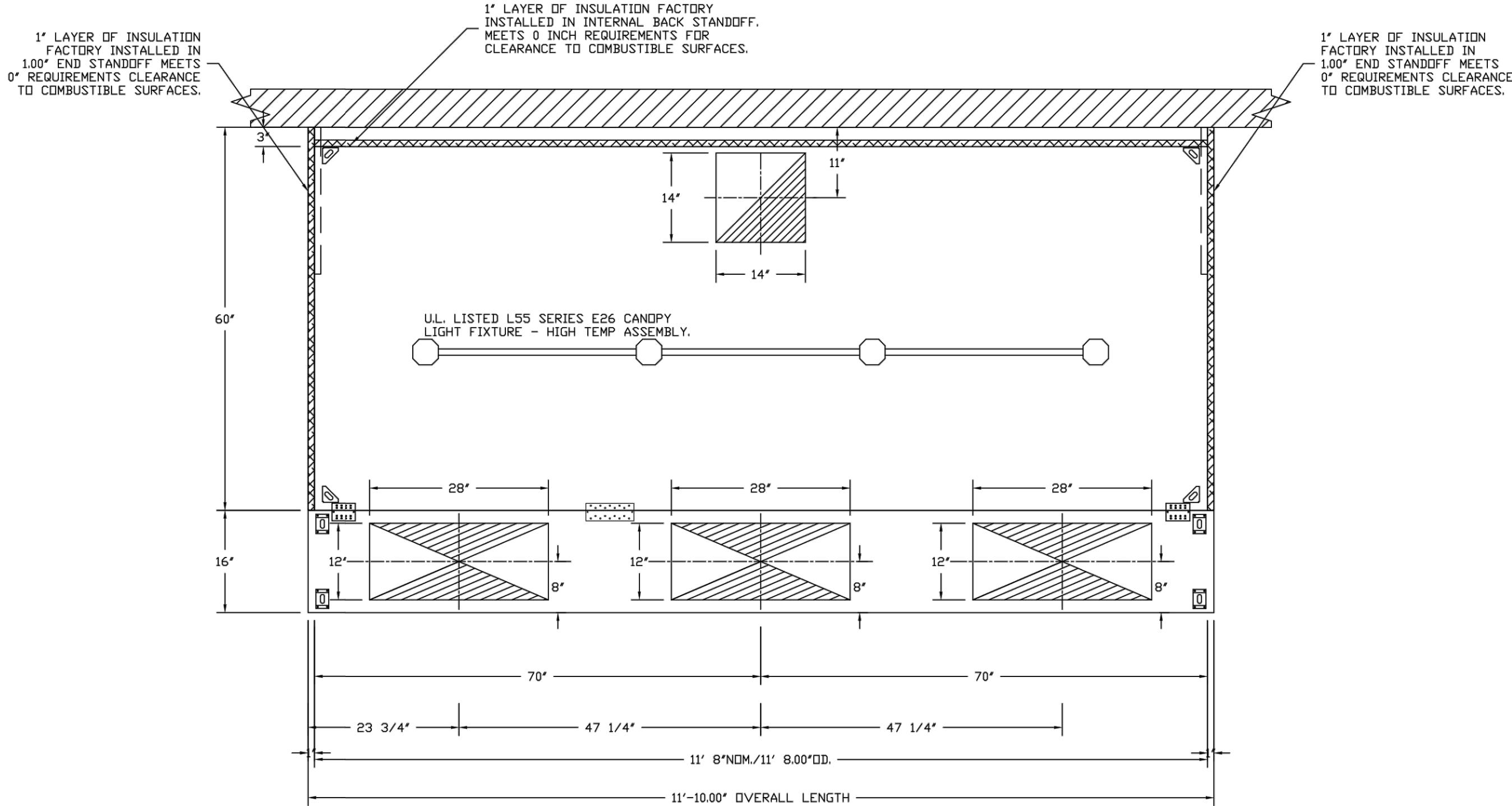
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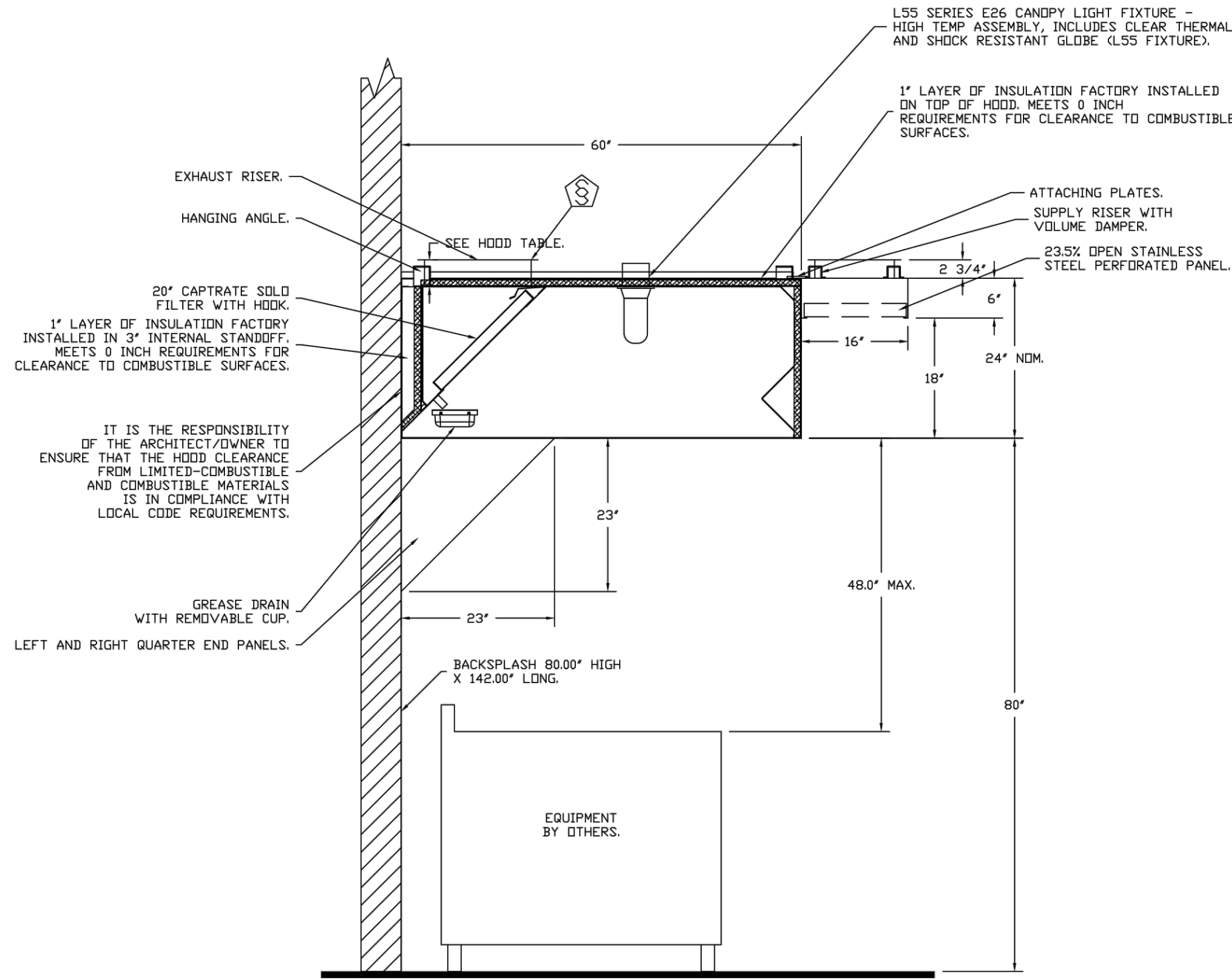
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NOTES: 1. REVISIONS: 08 14.03.2022 22223 OF SHOWN CEN. W/CHG. REV. 22223PSP-F, 0808 Nov 02, 2023 - 1:30PM BY SMT/LAR

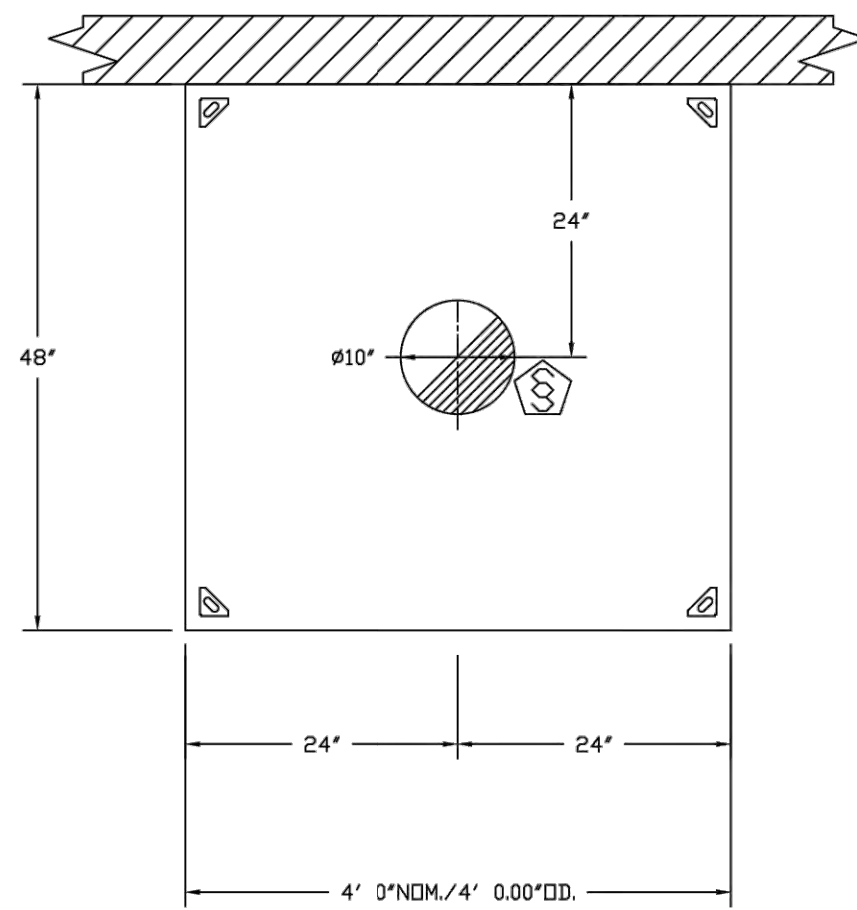
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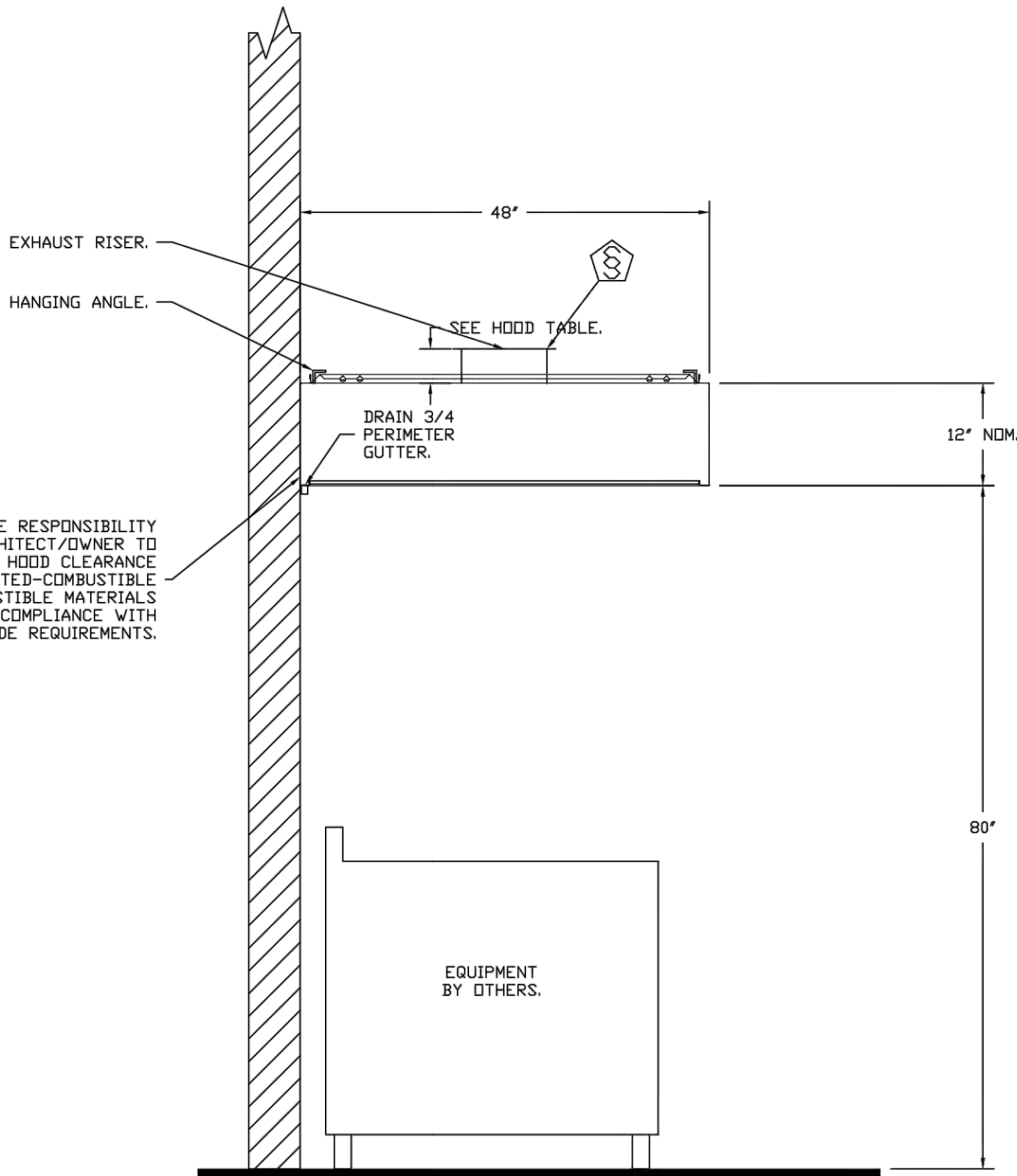
PLAN VIEW - HOOD #1
11' 8.00" LONG 6024ND-2-PSP-F



SECTION VIEW - MODEL 6024ND-2-PSP-F
HOOD - #1



PLAN VIEW - HOOD #2
4' 0.00" LONG 4812VHB-G

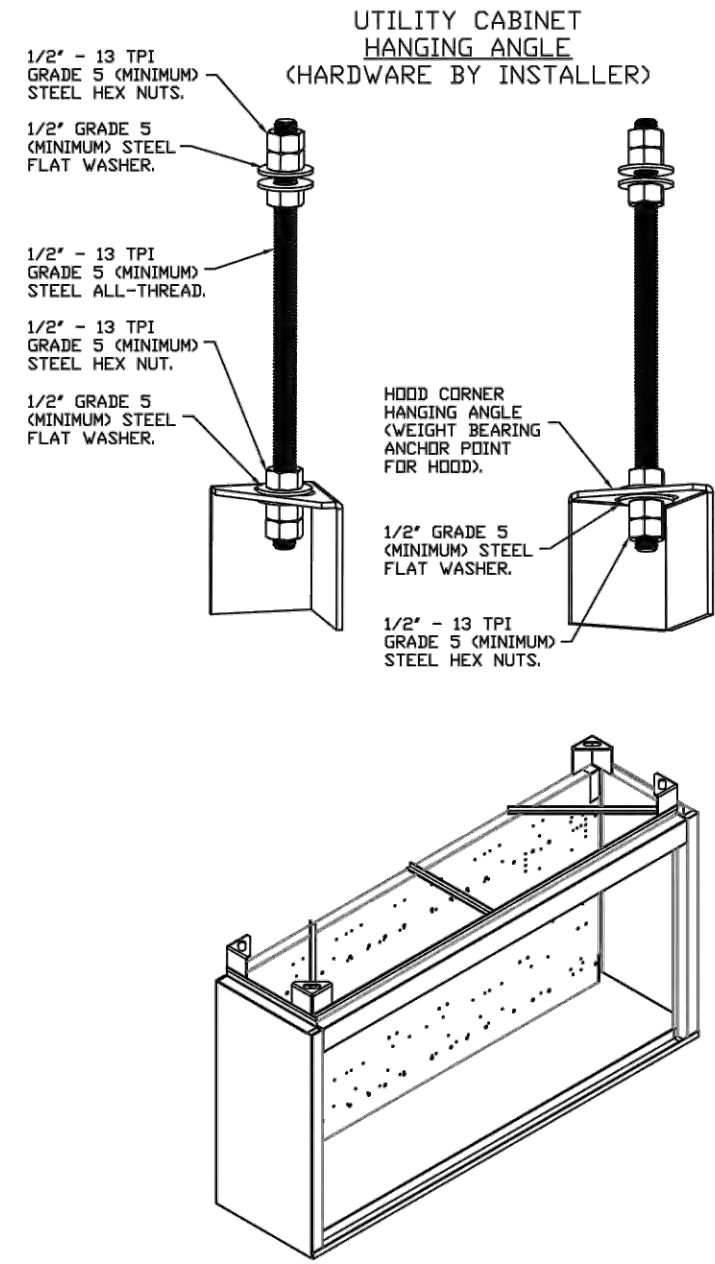


SECTION VIEW - MODEL 4812VHB-G
HOOD - #2

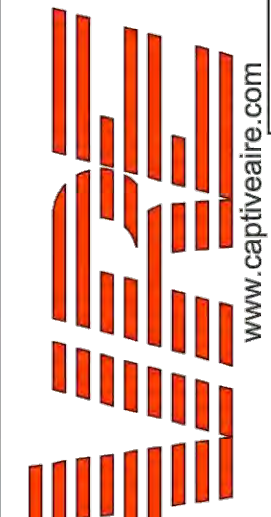
WALL-MOUNT UTILITY CABINET ASSEMBLY INSTRUCTIONS

HANGING ANGLE MUST BE SUPPORTED WITH 1/2" - 13 TPI GRADE 5 (MINIMUM) ALL-THREAD. SANDWICH HANGING ANGLES AND CEILING ANCHOR POINTS WITH 1/2" GRADE 5 (MINIMUM) STEEL FLAT WASHERS AND 1/2" - 13 TPI GRADE 5 (MINIMUM) HEX NUTS AS SHOWN. MUST USE DOUBLED HEX NUT CONFIGURATION BENEATH UTILITY CABINET HANGING ANGLES AND ABOVE CEILING ANCHORS. MAINTAIN 1/4" OF EXPOSED THREADS BENEATH BOTTOM HEX NUT. TORQUE ALL HEX NUTS TO 57 FT-LBS.

CABINET TO BE HUNG BY HOOD INSTALLER. SEE UTILITY CABINET SCHEDULE FOR CABINET SIZE.



REVISIONS	
DESCRIPTION	DATE:



Arizona Office

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Chino Valley Senior Center
1021 West Butterfield Road,
Chino Valley, AZ, 86323

DATE: 11/9/2023
DWG.#: 6286732
DRAWN BY:
SCALE: N.T.S.
MASTER DRAWING
SHEET NO. 2

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APN: 305-02-465
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INTERIOR REMODEL

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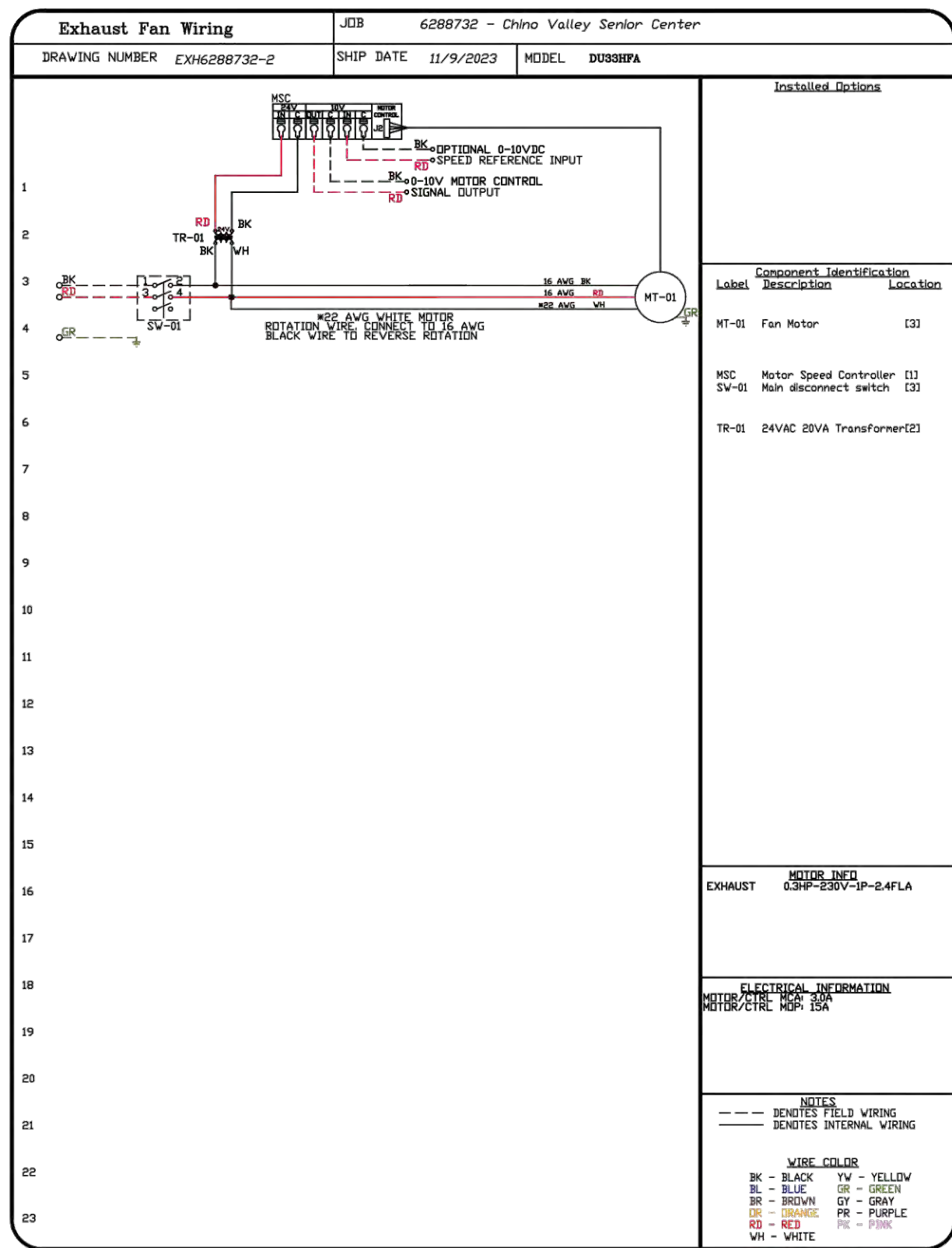
TOP VIEW

- ECM WIRING PACKAGE - EXHAUST -
- MANUAL OR 0-10VDC REFERENCE SPEED
- CONTROL -MSC- (TELCD), CCW ROTATION
- SCR-11 BIRD SCREEN.
- 1 15-BDD DAMPER.
- 2 YEAR PARTS WARRANTY.



A cross-sectional diagram of a backdraft damper installed in a roof. An arrow labeled "AIR FLOW" points upwards from the damper. A label "BACKDRAFT DAMPER." points to the device. Below the damper, a dimension line indicates a "16 (ROOF OPENING)." with a width of 16 units.

----- 1 -----
Curb Pitch Required in order to
manufacture the curb to specification.



SHEET NO.
5

CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

OF 12 SHEETS

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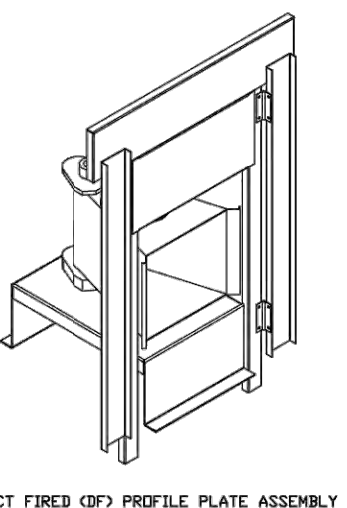
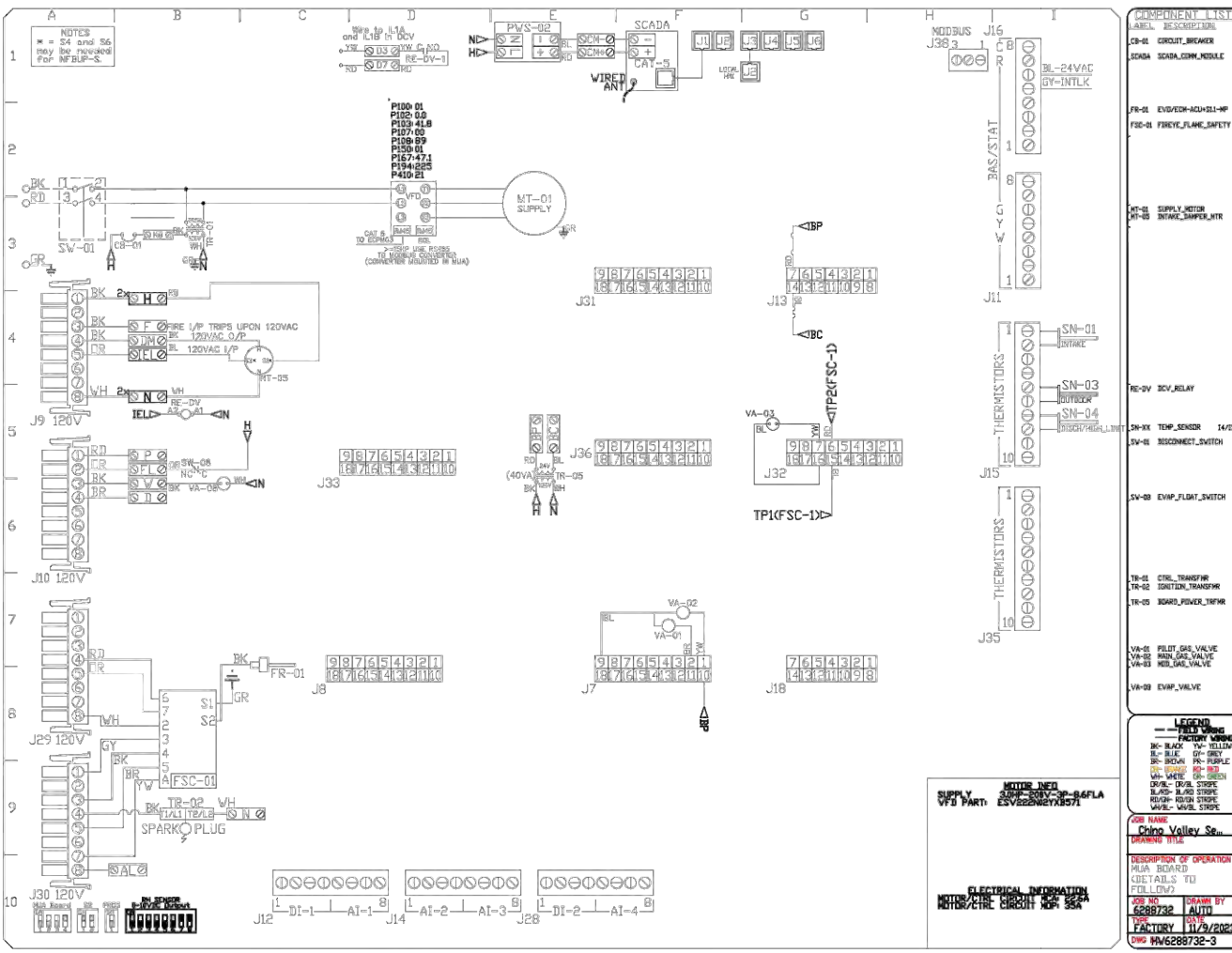
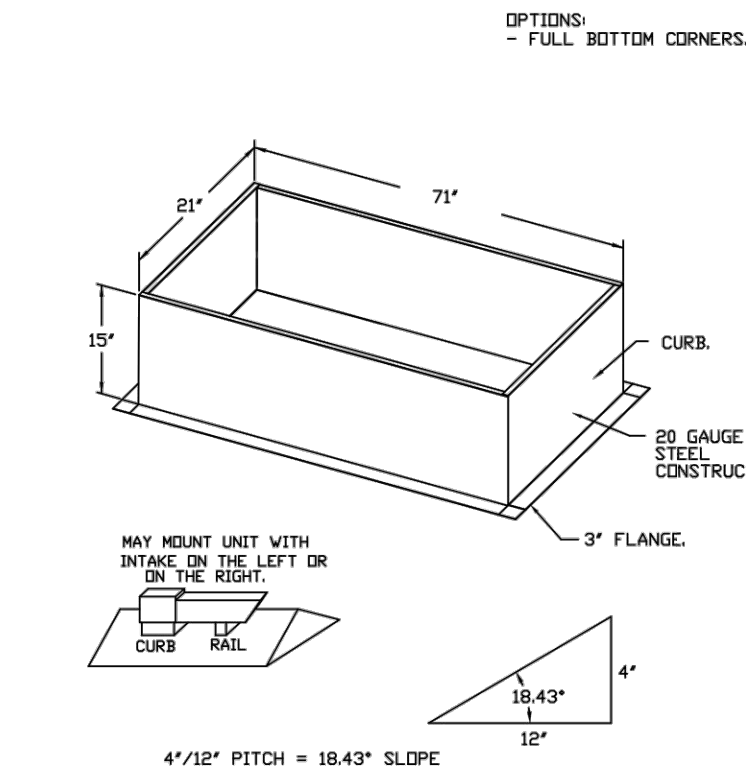
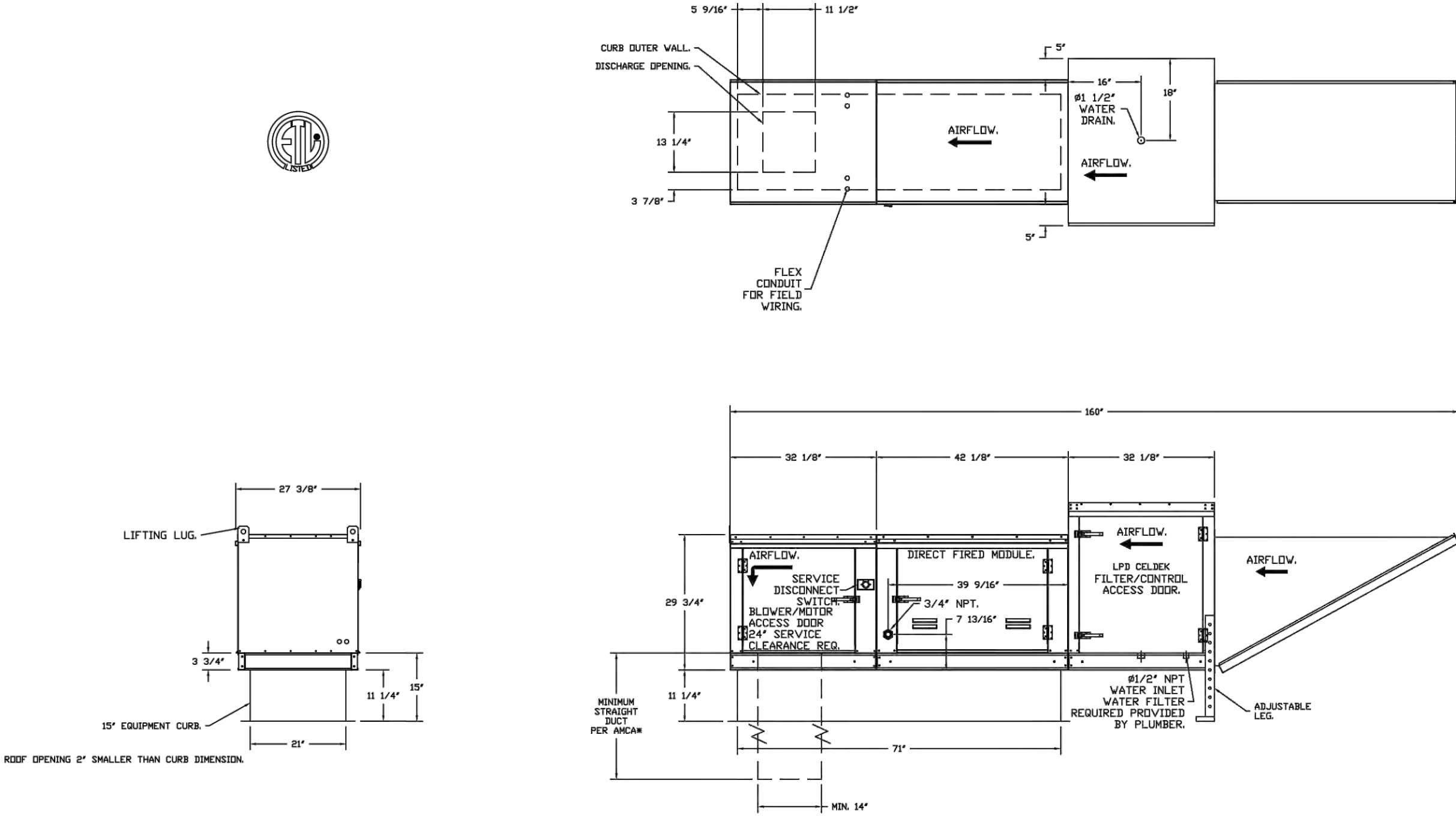
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- FAN #3 AI-3500-250 - HEATER ONLY D
1. DIRECT GAS FIRED HEATER MAKE JAY AIR UNIT WITH 15" MIXED FLOW DIRECT DRIVE FAN.
2. EVAP COILS 1/2" SLIP-ON / 1/2" TYPING 1/2" VEE FILTERS.
3. DOWN DISCHARGE - AIR FLOW RIGHT -> LEFT.
4. DOWN DISCHARGE CONSTRUCTION FOR 12" DIRECT DRIVE GAS.
5. GAS PRESSURE GAUGE - 0-30" W.G. 1/2" DIAMETER, 1/4" THREAD SIZE.
6. GAS PRESSURE GAUGE - 0-10" W.G. 1/2" DIAMETER, 1/4" THREAD SIZE.
7. SHIP LOOSE GAS STRAINER TO BE INSTALLED UPSTREAM OF UNIT CONNECTION, 3/4" CONNECTION.
8. GAS LINE BUILDING MONITORING SYSTEM COMMUNICATIONS MODULE REQUIRES INTERNET & FIBER OPTIC CONNECTION.
9. 30" COLLUM SERVICE. INCLUDES REV 3 COM MODULE, 8-AS TO MODBUS CONVERTER, 3 FT CAT5 CABLE, AND 1 FT OF SHIELDED TWISTED PAIR.
10. 30" COLLUM SERVICE. INCLUDES REV 3 COM MODULE, 8-AS TO MODBUS CONVERTER, 3 FT CAT5 CABLE, AND 1 FT OF SHIELDED TWISTED PAIR.
11. UNIT MOUNTED VFD FOR USE WITH EDPMS.
12. 10" HINGED DOUBLE WALL INSULATED DOOR ASSEMBLY GROUND/BLUNDER/EVAP SECTION.
13. 2 YEAR PARTS WARRANTY.

SUPPLY SIZE HEATER INFORMATION
WINTER TEMPERATURE = 51°F. TEMP. RISE = 54°F.
BTU'S CALCULATED BY ACTUAL AIR DENSITY.
OUTPUT BTU'S AT ALTITUDE OF 50 FT = 10000.
INPUT BTU'S AT ALTITUDE OF 50 FT = 10000.
OUTPUT BTU'S AT ALTITUDE OF 4700 FT = 10000.
INPUT BTU'S AT ALTITUDE OF 4700 FT = 10000.



DIRECT FIRED CP7 PROFILE PLATE ASSEMBLY

DESCRIPTION
DIRECT FIRED BURNER PROFILE PLATES ARE ENGINEERED TO AUTOMATICALLY REACT TO THE MOMENTUM OF SPRING-AIR STREAM, WITHOUT THE NEED FOR ANY MOTOR OR ACTUATOR TO MECHANICALLY ADJUST THEM WITH THIS FEATURE, ALL OF UNITS ARE DESIGNED FOR DEMAND CONTROL VENTILATION (DCV) REQUIREMENTS.
CERTIFICATION
ALL PROFILE PLATE ASSEMBLIES SHALL BE INCLUDED IN THE IF UNIT'S ETL LISTING AND COMPLY WITH COMBINED SAFETY STANDARDS ANSI Z83.4 AND CSA 3.7 (NON-RECIRCULATING OF HEATERS) AND ANSI Z83.18 (RECIRCULATING OF HEATERS).
GENERAL CONSTRUCTION
-PROFILE PLATES SHALL BE FORMED FROM G90 GALVANIZED STEEL.
-PROFILE PLATES SHALL VARY IN SIZE PER UNIT.
-PROFILE PLATES SHALL BE MOUNTED ALONG THE SAME PLANE AS THE DISCHARGE OF THE BURNER.
-DESIGN SHALL INCORPORATE PROPERLY TORQUED, PERMANENTLY MOUNTED SPRING HINGES.
-SPRING HINGES SHALL BE MADE FROM PLATED STEEL.

VERIFY PITCH CURB
Curb Pitch Required in order to manufacture the curb to specification.

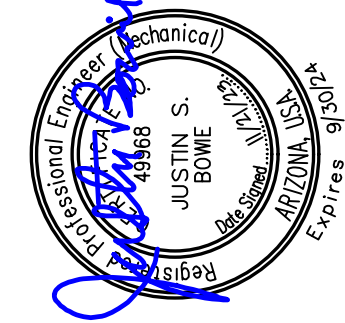
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DESCRIPTION	DATE:



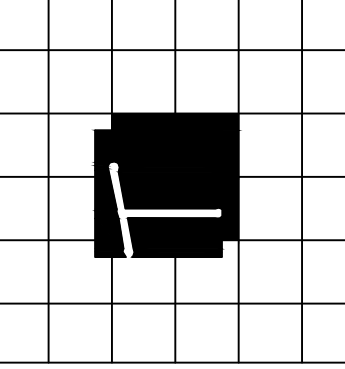
Chino Valley Senior Center
1021 West Butterfield Road,
Chino Valley, AZ, 86323

DATE: 11/9/2023
DWG.#: 6286732
DRAWN BY:
SCALE: N.T.S.
MASTER DRAWING
SHEET NO. 6

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INTERIOR REMODEL

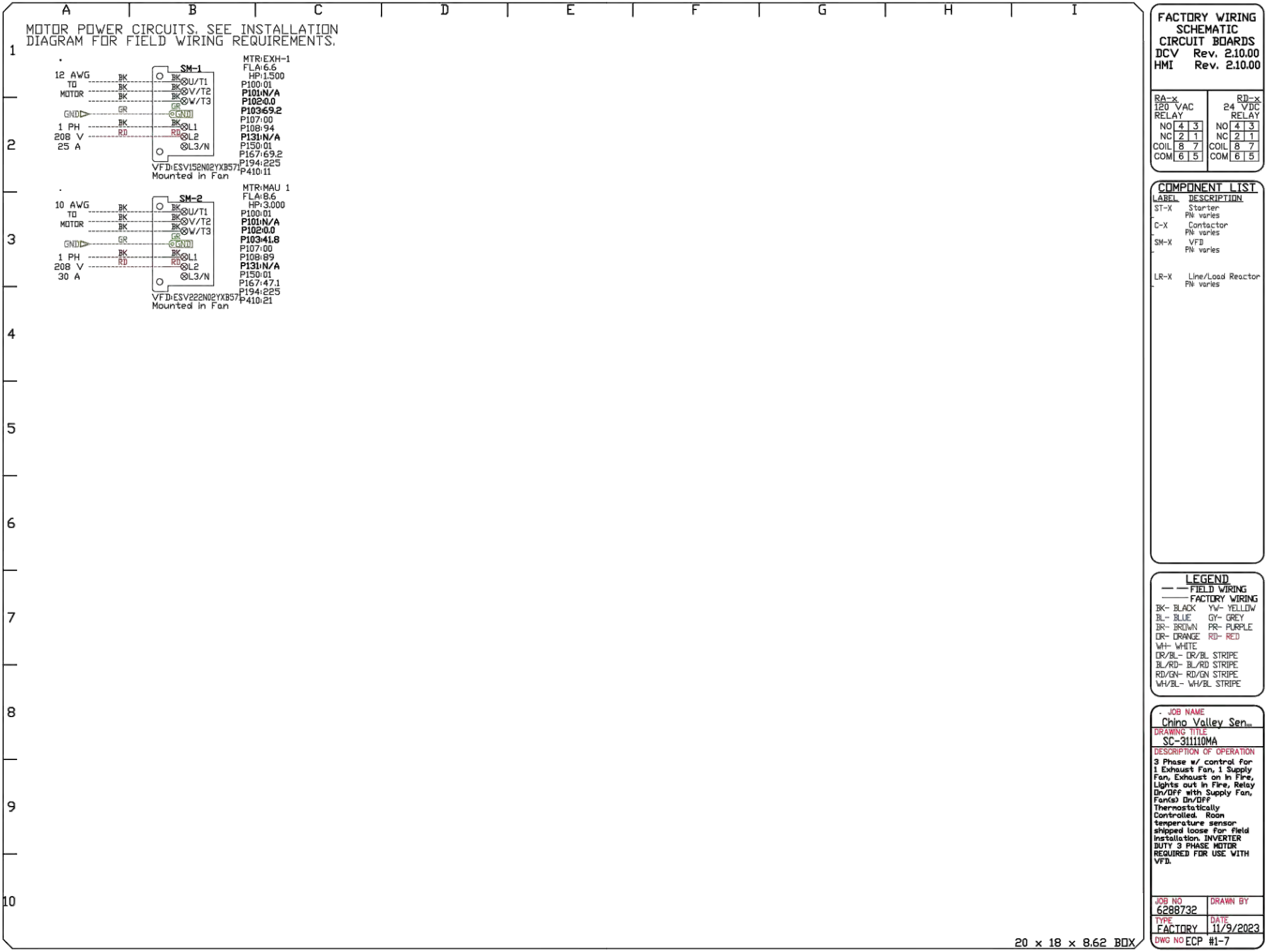
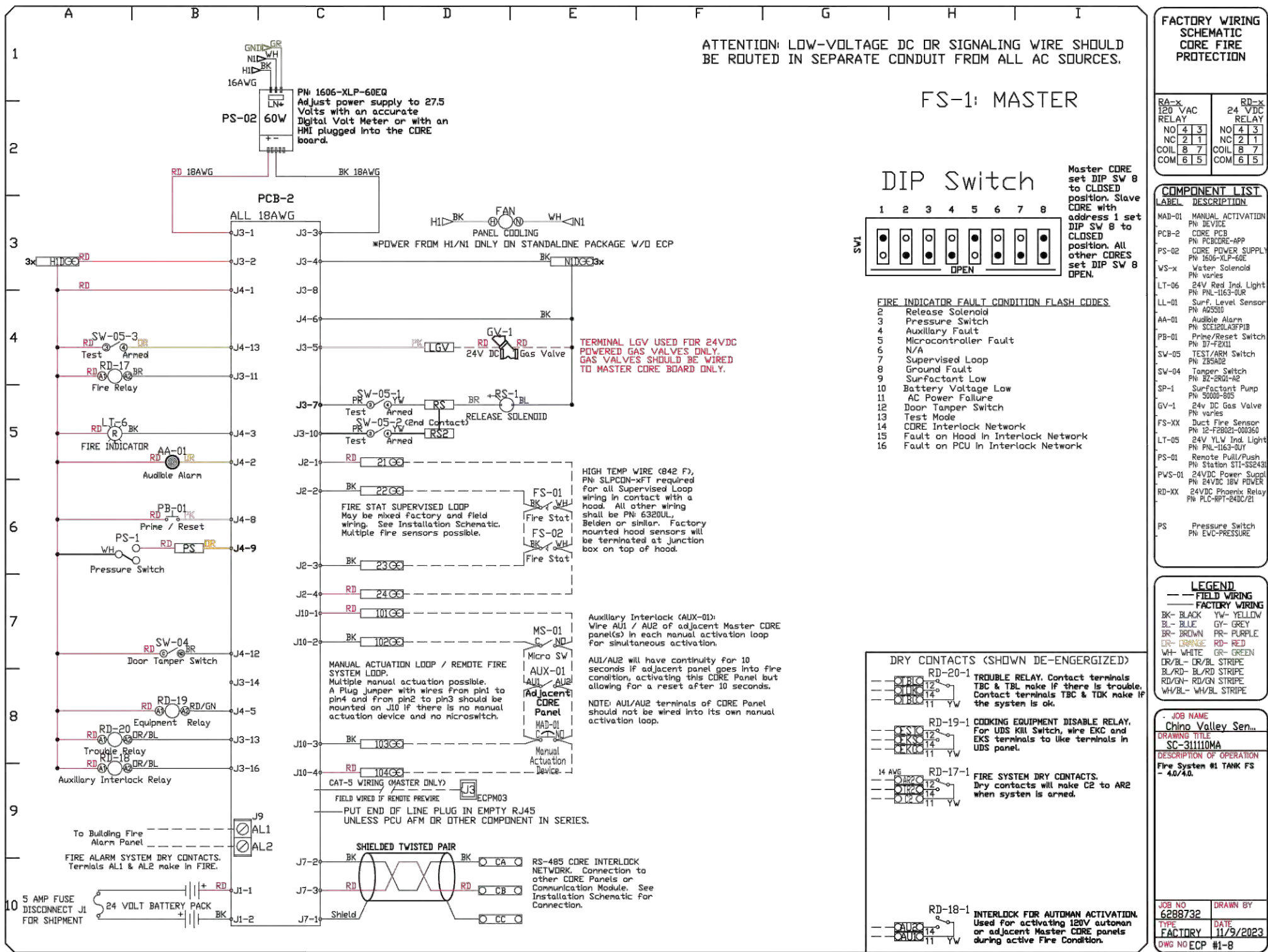
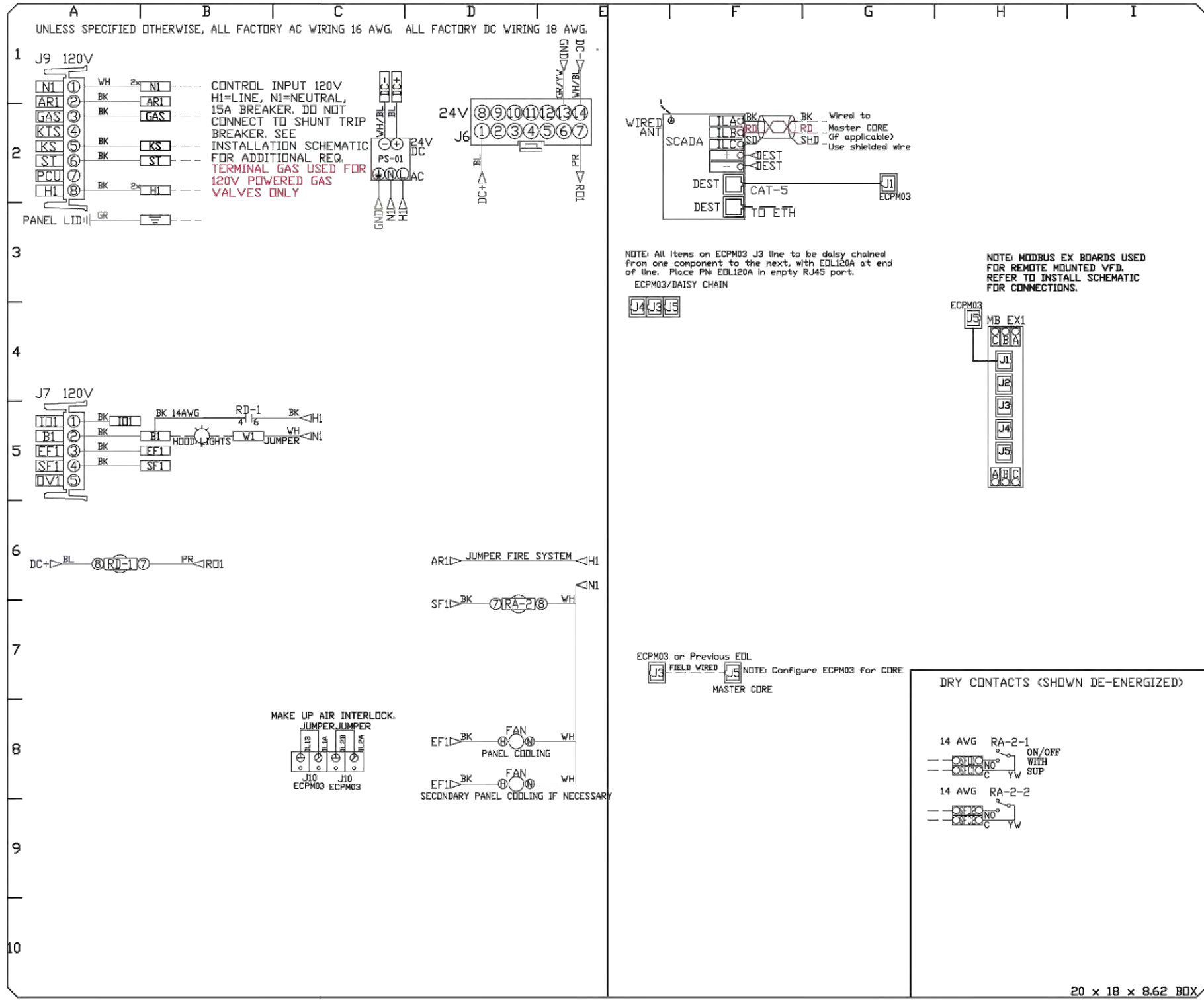
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OF 12 SHEETS

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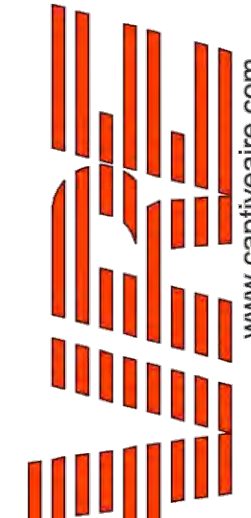
SYSTEM DESIGN VERIFICATION (SDV)

IF ORDERED, CAS SERVICE WILL PERFORM A SYSTEM DESIGN VERIFICATION (SDV) ONCE ALL EQUIPMENT HAS HAD A COMPLETE START UP PER THE OPERATION AND INSTALLATION MANUAL. TYPICALLY, THE SDV WILL BE PERFORMED AFTER ALL INSPECTIONS ARE COMPLETE.

ANY FIELD RELATED DISCREPANCIES THAT ARE DISCOVERED DURING THE SDV WILL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR AND CORRESPONDING TRADES ON SITE. THESE ISSUES WILL BE DOCUMENTED AND FORWARDED TO THE APPROPRIATE SALES OFFICE. IF CAS SERVICE HAS TO RESOLVE A DISCREPANCY THAT IS A FIELD ISSUE, THE GENERAL CONTRACTOR WILL BE NOTIFIED AND BILLED FOR THE WORK. SHOULD A RETURN TRIP BE REQUIRED DUE TO ANY FIELD RELATED DISCREPANCY THAT CANNOT BE RESOLVED DURING THE SDV, THERE WILL BE ADDITIONAL TRIP CHARGES.

DURING THE SDV, CAS SERVICE WILL ADDRESS ANY DISCREPANCY THAT IS THE FAULT OF THE MANUFACTURER. SHOULD A RETURN TRIP BE REQUIRED, THE GENERAL CONTRACTOR AND APPROPRIATE SALES OFFICE WILL BE NOTIFIED. THERE WILL BE NO ADDITIONAL CHARGES FOR MANUFACTURER DISCREPANCIES.

REVISIONS		
	DESCRIPTION	DATE:
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△		
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Arizona Office

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Chino Valley Senior Center
1021 West Butterfield Road,
Chino Valley, AZ, 86323

DATE: 11/9/2023

DWG.#:
288732

DRAWN BY:

SCALE:
N.T.S.

MASTER DRAWING

SHEET NO.
8

8

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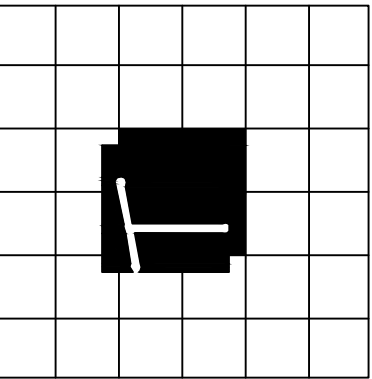
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INTERIOR REMODEL



1021 WEST BUTTERFIELD ROAD

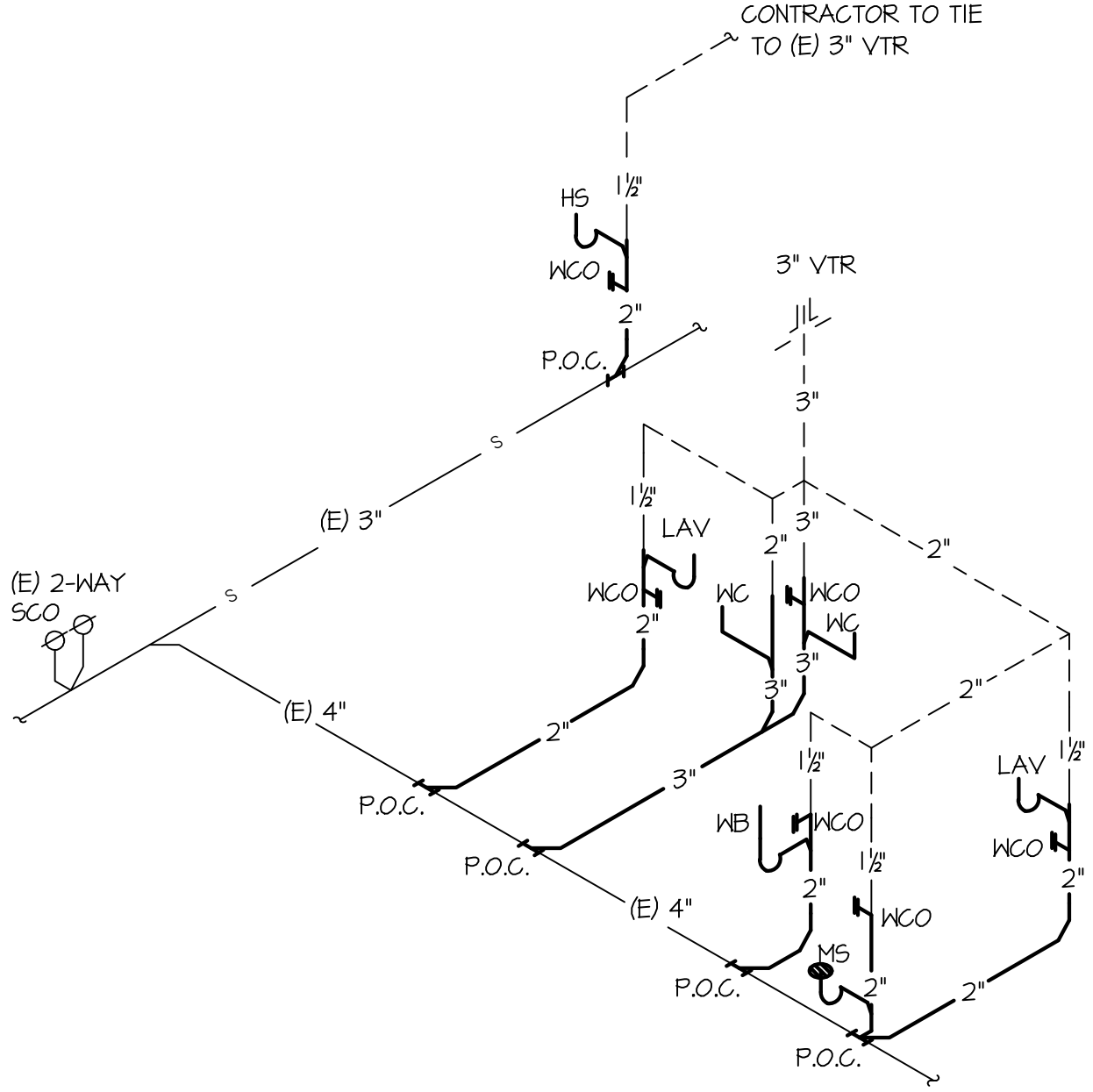
PLOT DATE: 11-21-2023

DESCRIPTION:

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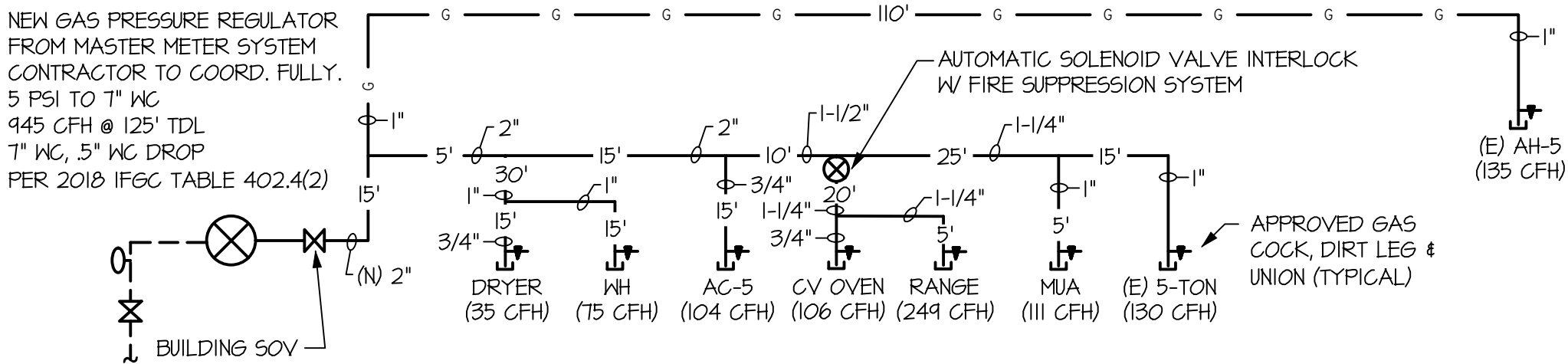
OF 12 SHEETS

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PLUMBING RISER DIAGRAM: WASTE

SCALE: N.T.S.



PLUMBING RISER DIAGRAM: NATURAL GAS

SCALE: N.T.S.

WATER & WASTE CALCULATION (IPC)						
MARK	FIXTURE NAME	WATER F.U.			WASTE F.U.	
		#	F.U.	Total	F.U.	Total
WC	WATER CLOSET (FV) (PUB)	6	10	60	4	24
UR	URINAL (FV)	2	5	10	4	8
LAV	LAVATORY (PUB)	8	2	16	1	8
WB	WASHER BOX (PUB)	1	3	3	3	3
ICE	ICE, ETC.	2	0.5	1.0	-	-
HS	HAND SINK	2	2.0	4.0	1	2
BS	BAR SINK	1	2.0	2.0	1	1
MS	MOP SINK	1	3	3	2	2
SK	SINK (PUB)	3	4	12	2	6
DN	COMM DISHWASHER	1	10.0	10.0	2	2
HB	HOSE BIBB	5	2.5	12.5	-	-
EC	EVAP COOLER	3	1.4	4.2	-	-
NEW FIXTURE UNITS		-	-	131.10	-	56.00
EXISTING FIXTURE UNITS		-	-	0	-	0
FUTURE FIXTURE UNITS		-	-	0	-	0.0
TOTAL FIXTURE UNITS =				131.10	56.00	
GPM (FLUSH VALVE) =				76.6		
STREET PRESSURE		65 PSI		LEGEND		
TOTAL DEVELOPED LENGTH		125 FT		F.U. = FIXTURE UNITS		
VERTICAL RISE		12 FT		(FV) = FLUSH VALVE		
				(FT) = FLUSH TANK		
				(PUB) = PUBLIC		
				(PRI) = PRIVATE		
				RPBP = REDUCED		
				PRESSURE		
				BACKFLOW		
				PREVENTER		
(E) 2" WATER METER 2" SUPPLY		4.75 PSI				
RPBP		12 PSI				
STATIC LOSS		5.56 PSI				
FIXTURE DEMAND		31.5 PSI				
TOTAL LOSSES		56.91 PSI				
LOSSES PER 100' OF PIPE		6.47 PSI		PER 2018 IPC		

PLUMBING GENERAL NOTES

- SOLDERS & FLUX HAVING A LEAD CONTENT IN EXCESS OF TWO TENTHS OF ONE PERCENT SHALL NOT BE USED IN THE INSTALLATION OR REPAIR OF ANY FACILITIES PROVIDING WATER FOR HUMAN CONSUMPTION WHICH ARE CONNECTED TO PUBLIC WATER SYSTEMS.
- EXPOSED TRIM AND AFFURTENANCES WILL BE CHROME PLATED.
- PROVIDE LOOSE KEY OR SCREWDRIVER STOPS BALL VALVES AT ALL DOMESTIC WATER CONNECTIONS TO FIXTURES.
- PROVIDE TRUEBRO HANDI LAV-GUARD KITS AT ALL ADA COMPLIANT LAVS.
- AIR GAPS TO BE A MINIMUM OF 2 PIPE SIZE DIAMETERS ABOVE RIM OF RECEPTOR.
- HOT WATER SHALL BE THE LEFT FITTING AT ALL FAUCETS.
- MAXIMUM PIPE LENGTH FROM HOT WATER SOURCE FOR PUBLIC LAVATORIES (PER 2018 IECC TABLE C404.5.1):
1/2" = 2'-0"
5/8" = 1'-0"
3/4" (AND ABOVE) = 0'-6"
- PROVIDE JR. SMITH HYDROTROL 500S WATER HAMMER ARRESTOR AT ALL WASHER BOXES IN AN ACCESSIBLE LOCATION.*

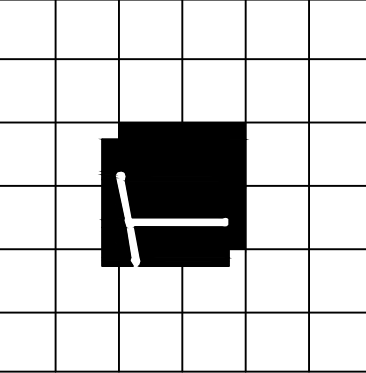
PLUMBING FIXTURE LIST

- WB GUY GRAY MODEL B-200 WASHER BOX, 2" DRAIN OPENING AND 2-3/4" VALVES.
- RP B & G MODEL NBF-22U LEAD FREE BRONZE CIRCULATING PUMP, 120 VOLT, 1 PHASE, 8 AMPS, WITH AG-3/4" AQUASTAT AND TC-1 TIMER.
- LAV AMERICAN STANDARD Q355.012 LUCERNE WALL HUNG LAVATORY, VITREOUS CHINA, SYMONS 5-60 GH 5 GPM METERING FAUCET WITH LEONARD #10-LF (ASSE 1070) TEMPERING VALVE, GRID STRAINER, ADA COMPLIANT, JR SMITH HANGER.
- HWC HWC SLOAN WETS 2060.1311-128 ES-5 WALL HUNG, FLUSH VALVE, ADA COMPLIANT WATER CLOSET. OPTIMA CONCEALED SENSOR ACTIVATED HET FLUSHOMETER (FLUSH VALVE) AND HET WATER CLOSET. ELONGATED BOWL WITH OPEN FRONT SEAT LESS COVER (BEMIS #1455GT), VITREOUS CHINA WITH AUTOMATIC SENSORS, HARDWIRED POWER SOURCE AND MANUAL OVERRIDE CAPABILITY. SATIN CHROME FINISH. PROVIDE JAY R. SMITH WALL HANGER, SEE ARCHITECTURAL PLANS FOR MOUNTING HEIGHT. NOTE: (1) MODEL EL-154 120 VAC/24 VAC XFMR WILL OPERATE UP TO 10 VALVES.



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PLZONING
1021 WEST BUTTERFIELD ROAD
CHANDLER, ARIZONA 85223

CHANDLER VALLEY, ARIZONA 85223

INTERIOR REMODEL

BTE PROJECT NUMBER: 22223	DATE:	DESCRIPTION:	PLOT DATE: 11-21-2023

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P-0

OF 3 SHEETS

\\BTE_SERVER\BTE_JOB_FILES\2022\22223 CV SENIOR CTR KITCHEN REN\22223MPA.DWG NOV 21, 2023 - 1:30PM BY SKYLAR



SCALE: 1/4" = 1' - 0"



1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

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OF 3 SHEETS

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SCALE: 1/4" = 1' - 0"

- 1 (E) 2" DCW FROM 2" WATER METER. FIELD VERIFY EXISTING CONDITIONS.
- 2 (E) 4" WASTE, WITH 2-WAY SURFACE CLEANOUT, SLOPE 1/4" PER FOOT. FIELD VERIFY EXISTING CONDITIONS.
- 3 (E) WATER HEATER TO BE RELOCATED TO NEW LOCATION INDICATED ON PLAN. 1-1/2" DCW, 1-1/2" DHW, PROVIDE HEAT TRAPS ON INLET AND OUTLET, FULL SIZE T & P RELIEF TO 'ELL' AT FLOOR SINK.
- 4 RECIRCULATING PUMP (RP) COMPLETE WITH AQUASTAT & TIMER, INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 5 3" VENT THRU ROOF (VTR). LOCATE A MINIMUM OF 10' FROM A FRESH AIR INTAKE.
- 6 AIR CONDITIONING COIL, SEE MECHANICAL DRAWINGS, FIELD ROUTE 3/4" CONDENSATE TRAP AND VENT WITH DRAIN TO SLOPE AT 1/8" PER FOOT TO 'ELL' AT FLOOR SINK, HUB DRAIN, OR TO 6" AFG TO LANDSCAPE AREA (AS SHOWN ON PLANS).
- 7 (N) WATER CLOSET (HWC), 1/2" DCW, 3" W, 2" V.
- 8 CONTRACTOR TO BACK FEED EXISTING DOMESTIC WATER SUPPLY LINES FROM NEW DOMESTIC WATER SUPPLY LINES, FIELD VERIFY EXISTING CONDITIONS.
- 9 (N) LAVATORY (LAV), 1/2" DCW, 1/2" DHW, 2" W, 1 1/2" V.
- 10 (E) BAR SINK 1/2" DCW, 1/2" DHW, 2"W, & 1 1/2"V.
- 11 (N) HAND SINK (FBO), CONTRACTOR TO FIELD ROUTE TO TIE NEW FIXTURE TO EXISTING DOMESTIC WATER SUPPLY LINES. 1/2" DCW, 1/2" DHW, 2" W, 1 1/2" V.
- 12 WASHING MACHINE BOX (WB), 3/4" DCW, 3/4" DHW, 2" W, 1 1/2" V.

- 13 (N) SINK (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 1/2" DCM, 1/2" DHX, 2" W, 1 1/2" V.
- 14 (N) HAND SINK (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 1/2" DCM, 1/2" DHX, 2" W, 1 1/2" V.
- 15 (N) COUNTERTOP STEAMER (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 1/2" DHX, 2" W, 1 1/2" V.
- 16 3-COMPARTMENT SINK (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 3/4" DCM, 3/4" DHX, ROUTE 3 COMPARTMENTS WITH 2" INDIRECT WASTED (INDEPENDENTLY) TO FLOOR SINK WITH AIR GAP.
- 17 DROP SINK (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 1/2" DCM, 1/2" DHX, 2" W, WITH AIR GAP.
- 18 COMMERCIAL DISH MACHINE (FBO), CONTRACTOR TO TIE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION, 1" DHX, 2" W, TO FLOOR SINK.
- 19 (E) MOP SINK TO BE RELOCATED TO THIS POSITION, 3/4" DCM, 3/4" DHX, 2" W, 1 1/2" V.
- 20 CONTRACTOR TO TIE NEW PLUMBING FIXTURE TO EXISTING PLUMBING CONNECTIONS FROM PREVIOUS SIMILAR FIXTURE AT THIS LOCATION
- 21 (E) FLOOR SINK. ALL INDIRECT PIPING SHALL BE TRAPPED AND DISCHARGE TO FLOOR SINK WITH A MINIMUM AIR GAP. FLOOR SINK MUST BE ACCESSIBLE FOR CLEANING.

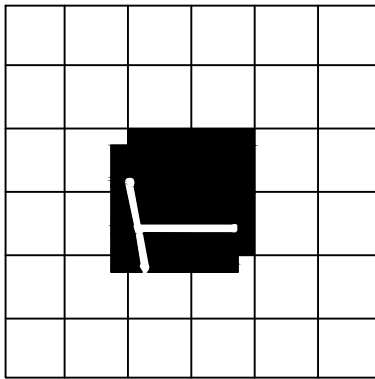
- 22 1" CGN TO 1/2" FITTING AT EVAPORATIVE COOLER WITH SHUT OFF VALVE.
CONTRACTOR TO FIELD ROUTE TO TIE TO EXISTING EVAPORATIVE COOLER
SUPPLY FROM DEMO FIXTURE. FIELD VERIFY EXISTING CONDITIONS.
- 23 CONTRACTOR TO TIE NEW DHM REGULATING LINE TO EXISTING DHM
SUPPLY AT THIS LOCATION
- 24 (E) GAS PRESSURE REGULATOR FROM GAS MASTER METER SYSTEM,
CONTRACTOR SHALL COORDINATE FULLY.
- 25 PROVIDE GAS COCK, UNION AND DIRT LEG, TYPICAL.
- 26 CONTRACTOR TO DEMO EXISTING PLUMBING FIXTURE AND ASSOCIATED
PIPING. FIELD VERIFY EXISTING CONDITIONS.

NOTE: NOT ALL KEYNOTES MAY BE USED.



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CHINO VALLEY, ARIZONA 86323

CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

11021 WEST BUTTERFIELD ROAD

PLOT DATE: 11-21-2023

BTE PROJECT NUMBER: 22223

P-2.0

OF 3 SHEETS

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THE CONSTRUCTION DOCUMENT SET FOR THIS PROJECT SHALL INCLUDE THIS DRAWING SHEET, & ALL OTHER SHEETS & ASSOCIATED DOCUMENTS LISTED ON THE DRAWING INDEX ON COVER SHEET & ANY OTHER DOCUMENTATION AS SUPPLIED BY THE ARCHITECT & CONSULTING ENGINEERS. ALL OF THE PROJECT DOCUMENTS REPRESENT AN ALL ENCOMPASSING WHOLE, & SHALL BE USED IN THEIR ENTIRETY FOR BIDDING & CONSTRUCTION PURPOSES.

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DATE: 02-20-2023 1:30PM BY: SJA/LAR

SPECIFICATIONS

15010 GENERAL PROVISIONS:

1. SCOPE: THIS SECTION ESTABLISHES AND DESCRIBES REQUIRED STANDARDS OF QUALITY AND PERFORMANCE FOR PRODUCTS, SYSTEMS AND METHODS ENCOMPASSED BY DIVISION 15000. THIS SECTION ALSO SUMMARIZES THE VARIOUS SYSTEMS TO BE INSTALLED UNDER DIVISION 15000.

15010.1 SPECIAL CONDITIONS:

1. THE SPECIFICATIONS AND ACCOMPANYING DRAWINGS ARE INTENDED TO COVER SYSTEMS WHICH WILL FIT THE AVAILABLE SPACE, WHICH WILL NOT INTERFERE WITH THE GENERAL STRUCTURAL DESIGN. CAREFULLY EXAMINE THE DRAWINGS FOR ALL BRANCHES OF WORK AND BE RESPONSIBLE FOR THE PROPER FITTING OF MATERIAL AND APPARATUS INTO THE BUILDING. NOTIFY ENGINEER/ARCHITECT OF ANY DISCREPANCIES, OMISSIONS OR QUESTIONS IMMEDIATELY.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO BIDDING. ANY EXTRA EXPENSES AS A RESULT OF FAILURE TO ADEQUATELY REVIEW THE EXISTING CONDITIONS WILL BE BORNE BY THE CONTRACTOR.
3. ALL EQUIPMENT SHALL BE UL OR ETL LISTED.

15010.2 REGULATIONS, CODES AND PERMITS:

GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, AND PAY ALL TAX FEES AND OTHER COSTS IN CONNECTION WITH WORK; FILE ALL NECESSARY PLANS, PREPARE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS OF ALL REGULATING AUTHORITIES HAVING JURISDICTION; OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION FOR WORK AND DELIVER SAME TO ARCHITECT BEFORE REQUEST FOR ACCEPTANCE AND FINAL PAYMENT FOR WORK.

15010.3 COORDINATION OF WORK:

DRAWINGS ARE DIAGRAMMATIC FOR PIPING, CONDUITS AND DUCTWORK THAT IS NOT INDICATED IN DETAIL. SIZES OF PIPING, CONDUITS, AND DUCTWORK AND THEIR LOCATIONS ARE INDICATED AS INSIDE CLEAR DIMENSIONS, BUT IS NOT INTENDED TO SHOW EVERY OFFSET OF FITTING OR EVERY STRUCTURAL DIFFICULTY THAT MAY BE ENCOUNTERED DURING INSTALLATION OF THE WORK. THE ALIGNMENT OF PIPING, CONDUIT, OR DUCTWORK SHALL BE VARIED FROM THAT INDICATED ON THE DRAWINGS WITHOUT EXTRA EXPENSE TO THE OWNER WHERE NECESSARY TO AVOID STRUCTURAL OR MECHANICAL DIFFICULTIES, OR TO AVOID THE WORK OF ANY OTHER TRADES.

15010.4 WORKMANSHIP:

PERFORM LABOR IN A THOROUGH AND COMPLETE WORKMANLIKE MANNER AND WITH ALL REASONABLE RAPIDITY TO THE SATISFACTION OF THE ARCHITECT.

15010.5 EXCAVATION AND BACKFILLING:

PERFORM ALL NECESSARY EXCAVATION, SHORING AND BACKFILLING REQUIRED FOR THE PROPER LAYING OF ALL PIPES AND CONDUITS INSIDE THE BUILDING AND PREMISES, AND OUTSIDE AS MAY BE NECESSARY.

15010.6 ALTERNATES:

1. ALTERNATE FIXTURES AND EQUIPMENT WILL BE ACCEPTED WITH PRIOR WRITTEN APPROVAL FROM THE ENGINEER.
2. ALTERNATE MATERIALS WILL ONLY BE ACCEPTABLE WITH PRIOR WRITTEN APPROVAL OF THE ENGINEER.
3. ADDITIONAL ENGINEERING REQUIREMENTS DUE TO ALTERNATE MATERIALS, FIXTURES OR EQUIPMENT WILL BE PERFORMED AT ENGINEERS STANDARD HOURLY RATES WITH A MINIMUM \$250.00 PAYABLE BY CONTRACTOR PRIOR TO PERFORMANCE OF WORK.

15010.7 CUTTING AND PATCHING:

1. CUT COMPLETED CONSTRUCTION WORK ONLY IF SLEEVES, OPENING, CHASES, ETC., WERE INADVERTENTLY OMITTED AND ONLY WITH THE SPECIFIED APPROVAL OF THE ARCHITECT. IN NO CASE SHALL REINFORCING STEEL BE CUT WITHOUT THE SPECIFIC PERMISSION OF THE ARCHITECT.
2. WHERE CUTTING AND PATCHING OCCURS IN STREETS, SIDEWALKS, ALLEYS, AND THE LIKE, COOPERATE FULLY WITH THE OWNER AND MUNICIPAL AUTHORITIES TO MAINTAIN SAFE AND REQUIRED TRAFFIC FLOWS. NO EXTRAS WILL BE ALLOWED FOR TRAFFIC PATROLMEN OR OVERTIME WORK IF SUCH IS REQUIRED BY CITY, COUNTY, OR STATE OFFICIALS. PATCHING SHALL MEET ALL REQUIREMENTS OF MUNICIPAL OR OTHER GOVERNMENT BODIES.

15010.8 INSTALLATION INSTRUCTIONS:

1. ALL EQUIPMENT SHALL BE UL LISTED & INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. SHOULD ANY VARIANCE BETWEEN PLANS AND SPECIFICATIONS OCCUR WITH THESE INSTRUCTIONS, THE ARCHITECT OR ENGINEER SHOULD BE CONTACTED IMMEDIATELY SO THAT ANY VARIATIONS IN INSTALLATION CAN BE KNOWN BY ALL PARTIES CONCERNED.
2. UNLESS OTHERWISE NOTED ON THE EQUIPMENT SCHEDULE, ALL MECHANICAL EQUIPMENT SHALL BE MOUNTED ON VIBRATION ISOLATORS TO PREVENT THE TRANSMISSION OF VIBRATION AND MECHANICALLY TRANSMITTED SOUND TO THE BUILDING STRUCTURE. VIBRATION ISOLATORS SHALL BE SELECTED IN ACCORDANCE WITH THE WEIGHT DISTRIBUTION SO AS TO PRODUCE REASONABLY UNIFORM DEFLECTION.
3. INSTRUCT OWNER IN THE PROPER OPERATION AND MAINTENANCE OF EQUIPMENT. PROVIDE OWNER WITH BOUND OPERATING AND MAINTENANCE MANUALS, INCLUDE PARTS LIST, MAINTENANCE SCHEDULE, AND NAME, ADDRESS, AND PHONE NUMBER OF LOCAL PRODUCT REPRESENTATIVE.
4. PAINT INSIDE OF ALL DUCTWORK EXPOSED TO VIEW THRU GRILLES, REGISTERS & DIFFUSERS FLAT BLACK.
5. PROVIDE START-UP BY MANUFACTURER.

15010.9 GUARANTEE:

EACH COMPLETED SYSTEM SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR SHALL GUARANTEE EACH SYSTEM IN WRITING TO BE FREE OF DEFECTS OF MATERIAL AND WORKMANSHIP AND TO PERFORM SATISFACTORILY UNDER ALL CONDITIONS OF LOAD OR SERVICE. THE GUARANTEES SHALL PROVIDE THAT ANY ADDITIONAL CONTROLS, PROTECTIVE DEVICES, OR EQUIPMENT WILL BE PROVIDED AS NECESSARY TO MAKE THE SYSTEMS OR EQUIPMENT OPERATE SATISFACTORILY, THAT ANY FAULTY MATERIALS OR WORKMANSHIP WILL BE REPLACED OR REPAIRED, AND THAT ON FAILURE OF THE GUARANTOR TO DO THE ABOVE AFTER WRITTEN NOTICE FROM THE OWNER, THE OWNER MAY HAVE THE WORK DONE AT THE COST OF THE GUARANTOR. PROVIDE EXTENDED 5 YEAR WARRANTY ON ALL AIR CONDITIONING COMPRESSORS AND PARTS.

15020 BASIC MATERIALS AND METHODS:

SCOPE: THIS SECTION SETS FORTH PRODUCTS AND METHODS OF INSTALLATION FOR PLUMBING, HEATING, VENTILATION AND AIR CONDITIONING.

15020.1 SLEEVES:

WHERE PIPING, DUCTWORK, STACKS, ETC., PASSES THROUGH SUCH BUILDING ELEMENTS AS WALLS, FLOORS, ROOFS, FOOTINGS, ETC., PROVIDE SLEEVES UNLESS INDICATED OTHERWISE.

15020.2 HANGERS AND SUPPORTS:

SUPPORT HANGERS OF HORIZONTAL PIPE WITH VERTICALLY ADJUSTABLE HANGERS ON MALLEABLE SNIVEL RING OR WROUGHT STEEL CLEVIS TYPE HANGER SUSPENDED ON THREADED STEEL ROD HANGERS, EQUAL TO FEE AND MASON FIG. 194 AND FIG. 234 RESPECTIVELY WITH CLEVIS TYPE UTILIZED FOR LARGER PIPING.

15020.3 VALVES:

ALL VALVES SHALL BE CRANE, JENKINS, STOCKHAM OR MUELLER, DESIGNED FOR 125 PSI MINIMUM WORKING PRESSURE. ALL WATER VALVES SHALL BE FULL PORT BALL 1/4 TURN VALVES UNLESS OTHERWISE SPECIFIED OR REQUIRED FOR SPECIAL INSTALLATION OF FLOW CONTROL.

15030 INSULATION:

SCOPE: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO INSTALL INSULATION MATERIAL TO DUCTWORK, PIPES AS INDICATED ON DRAWINGS AND AS SPECIFIED HEREIN. THIS SECTION SETS FORTH PRODUCTS AND METHODS OF INSTALLATION FOR PLUMBING, AIR CONDITIONING, HEATING, AND VENTILATION SYSTEMS. FLAME-SPREAD INDEX OF LESS THAN 25 AND SMOKE DEVELOPED RATING OF LESS THAN 50.

15030.1 DUCT INSULATION:

1. ALL CONCEALED SUPPLY AND RETURN DUCT WORK SHALL BE EXTERNALLY WRAPPED WITH 2" THICK - 2 PCF DENSITY FIBERGLASS (FOIL BACKING), WIRING IN PLACE WITH 18 GAUGE GALVANIZED WIRE, 18" O.C. (R-8)
2. EXTERIOR DUCTWORK TO BE LINED WITH 2" ACOUSTICAL DUCT LINER (3 PCF) (R-8).
3. LINE DUCTWORK WITHIN 10' OF FAN W/ 2" ACOUSTICAL DUCT LINER (3 PCF) (R-8).

15030.2 PIPE INSULATION:

1. INSULATE CONDENSATE DRAIN PIPING WITH AS/JSSL II 1" THICK FIBERGLASS PIPE INSULATION. (R-3) MANVILLE PIPE INSULATION OR OWENS-CORNING PIPE INSULATION. ALL INSULATION SHALL BE INSTALLED AS DESCRIBED HEREIN AND SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE TRADE PRACTICES AND MANUFACTURERS RECOMMENDATIONS.
2. INSULATE FIRST 8' OF DOMESTIC COLD WATER SUPPLY TO WATER HEATER/STORAGE TANKS AND 100% OF DOMESTIC HOT/ RECIRCULATING WATER PIPING WITH AS/JSSL II FIBERGLASS PIPE INSULATION. MANVILLE PIPE INSULATION OR OWENS-CORNING PIPE INSULATION. ALL INSULATION SHALL BE INSTALLED AS DESCRIBED HEREIN AND SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE TRADE PRACTICES AND MANUFACTURERS RECOMMENDATIONS. THICKNESS PER TABLE BELOW:

FLUID OPERATING TEMPERATURE RANGE AND USAGE (°F)	MINIMUM PIPE INSULATION THICKNESS (in inches) ^{1,2,3}		NOMINAL PIPE OR TUBE SIZE (inches)			
	Conductivity Btu · in./h · ft ² · °F	Mean Rating Temperature, °F	< 1	1 to < 1-1/2	1-1/2 to < 4	4 to < 8
105 - 140	0.21 - 0.28	100	1.0	1.0	1.5	1.5
141 - 200	0.25 - 0.29	125	1.5	1.5	2.0	2.0

For SI: 1 inch = 25.4 mm, °C = (°F) - 32/1.8.

a. For piping smaller than 1 1/2 inches and located in partitions within conditioned spaces, reduction of these thicknesses by 1 inch shall be permitted (before thickness adjustment required in footnote b) but not to a thickness less than 1 inch.

c. For direct-buried heating and hot water system piping, reduction of these thicknesses by 1 1/2 inches (38 mm) shall be permitted (before thickness adjustment required in footnote b) but not to thicknesses less than 1 inch.

3. REFRIGERANT PIPING (SUCTION) 1", (R4) CLOSED CELLULAR FOAM RUBBER.

15040 WATER SYSTEMS:

SCOPE: DETERMINE IN ADVANCE OF CONSTRUCTION THE LOCATION OF ALL PIPING SLEEVES, HANGERS, FLOW LINE ELEVATION, ETC. INSTALL PIPING SUBSTANTIALLY AS INDICATED, PARALLEL WITH THE BUILDING WALLS, UNLESS INDICATED OTHERWISE. PROVIDE PRV WHERE INCOMING PRESSURE EXCEEDS 80 PSI.

15040.1 DOMESTIC WATER PIPING:

1. DOMESTIC WATER PIPING (ABOVE GROUND): WATER PIPING SHALL BE TYPE "L" COPPER.
2. DOMESTIC WATER PIPING (BELOW GROUND): WATER PIPING SHALL BE TYPE "K" (NO JOINTS) WROUGHT COPPER WITH TWO COATS OF POLYVINYL BLACK TAPE. FITTINGS SHALL BE CAST BRASS OF WROUGHT COPPER SUITABLE FOR SHEAT OR BRAZED CONNECTIONS. SOLDER SHALL BE 45-5 (45% TIN AND 5% ANTIMONY), FOR PIPES 1-1/2" AND SMALLER. USE 1050 DEGREE SILVER SOLDER FOR ALL OTHER SIZES. CLEAN JOINTS AND APPLY NON-CORROSIVE FLUX BEFORE SOLDERING. ALL COPPER PIPE INSTALLATION SHALL MEET ASTM B-88, ASTM B-813, AND ASTM B-828 SPECIFICATIONS.
3. HOT WATER TO BE LEFT FITTING AT ALL LOCATIONS.
4. PROVIDE DIELECTRIC INSULATOR ON ALL DISSIMILAR METALS.

15040.2 TEST AND INSPECTION:

1. DOMESTIC WATER PIPING SHALL BE PRESSURE TESTED AND PROVEN TIGHT WITH A MINIMUM OF 100 PSI HYDROSTATIC TEST. PRIOR TO SETTING FIXTURES, FLASH CIRCUITS, TEST, THEN BACKFILL.
2. NOTIFY ARCHITECT PRIOR TO TESTING. FINAL APPROVAL SHALL BE BY THE CITY INSPECTOR.

15050 WASTE WATER SYSTEMS:

SCOPE: DETERMINE IN ADVANCE OF CONSTRUCTION LOCATION OF ANY AND ALL EXISTING WASTE PIPING UNDERGROUND ON SITE, AND IN THE ADJOINING STREETS. PIPING WILL BE AS INDICATED AND PARALLEL WITH BUILDING UNLESS OTHERWISE DIRECTED. FURNISH AND INSTALL A COMPLETE SANITARY WASTE SYSTEM, INCLUDING CONNECTION TO CITY SEWERS AND BUILDING PLUMBING FIXTURES.

15050.1 SOIL AND WASTE INSTALLATION:

1. BURY ALL EXTERIOR SOIL LINES A MINIMUM OF 18" BELOW FINISHED GRADE.
2. SLOPE HORIZONTAL SOIL AND WASTE PIPES UNDER BUILDING 1/4" PER FOOT. SLOPE SHALL BE UNIFORM AND FREE OF DIPS, TRAPS, ETC.
3. ALL VENTS TO BE LOCATED A MINIMUM OF 10' FROM ANY OUTSIDE AIR INTAKE.
4. NOTIFY ENGINEER IMMEDIATELY IF UPPER MANHOLE RIM IS ABOVE FINISHED FLOOR. CONTRACTOR TO FIELD VERIFY.
5. UNDERGROUND NONMETALLIC SANITARY DRAINAGE PIPING SHALL BE INSTALLED WITH INSULATED COPPER TRACER WIRE, PER LOCAL CODE.

15050.2 PIPING:

ABOVE GROUND:

1. STANDARD WEIGHT NO-HUB CAST IRON COATED INSIDE AND OUT.
2. NO-HUB CAST IRON FITTINGS.
3. ALL MATERIALS, INCLUDING PIPE, FITTINGS AND COUPLINGS TO BE MADE IN AMERICA.

UNDERGROUND:

1. SOLID CORE SCHEDULE 40 ABS DWV (ASTM D 2661) OR SOLID CORE PVC DWV (ASTM D 2665).
2. MATCHING FITTINGS.

15050.3 TESTS AND INSPECTIONS

1. TEST SEWER, WASTE AND VENT PIPING UNDER A WATER PRESSURE EQUIVALENT TO THE HEIGHT OF THE HIGHEST VENT FOR NO LESS THAN 6 HOURS.
2. NOTIFY THE ARCHITECT PRIOR TO TESTING. APPROVAL WILL BE BY THE ARCHITECT, CITY INSPECTOR OR BOTH AS DIRECTED.

15055 OTHER PIPING SYSTEMS

1. CONDENSATE DRAIN (CD) & DRAIN (D) PIPING SHALL BE COPPER TYPE "M" HARD DRAIN PIPE TRAPPED & VENTED EQUIPMENT, SLOPE 1/8"/FT, PROVIDE CLEANOUT CAP AT ENDS OF PIPE.
2. A. FUEL GAS PIPING ABOVE GROUND 2" AND SMALLER BLACK STEEL SCHEDULE 40 W/ CLASS 150 MALLEABLE IRON THREADED FITTINGS. PROVIDE SUPPORT EVERY 6'.
- B. FUEL GAS PIPING ABOVE GROUND 2 1/2" AND LARGER, BLACK STEEL SCHEDULE 40 W/ WROUGHT STEEL BUTTWELDED FITTINGS. PROVIDE SUPPORT EVERY 10'.
- C. FUEL GAS PIPING UNDERGROUND (NOT UNDER BUILDING) POLYETHYLENE PE 3406 W/ ANODELESS RISERS.
3. ROOF/ OVERFLOW DRAIN PIPING SHALL BE STANDARD WEIGHT NO HUB CAST IRON.
4. GAS FIRED CONDENSATE (CD) PIPING SHALL BE PVC PIPE WITH TRAP, SLOPE 1/8"/FT, PROVIDE CLEANOUT CAP AT ENDS OF PIPE. CONDENSATE PIPING SHALL BE ROUTED THRU A NEUTRALIZATION SYSTEM BEFORE BEING DISCHARGED.
5. COMPRESSED AIR PIPING SHALL BE TYPE "L" COPPER TUBE.

15060 PLUMBING SPECIALTIES:

SCOPE: PROVIDE NEW FIXTURES, DRAINS, AND OTHER PLUMBING EQUIPMENT AS SPECIFIED HEREIN AND ON PLANS AND INSTALL TO OPERATE AS INTENDED.

15060.1 CLEANOUTS:

1. INTERIOR FINISHED FLOORS OR SIDEWALKS.
2. CONCRETE AND TILE FLOORS: "ZURN" A-1400-2 WITH SCORiated NICKEL BRONZE TOP.
3. INTERIOR FINISHED WALLS: "ZURN" Z-1445-1.
4. OUTSIDE YARD CLEANOUTS: "ZURN" Z-1450-6 WITH 12"x12" POURED CONCRETE PAD AT GRADE.

NOTE: PROVIDE ALL CLEANOUTS WITH HEAVY THREADED BRONZE PLUGS.

15070 AIR DISTRIBUTION

WORK SPECIFIED HEREIN: FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO INSTALL THE AIR DISTRIBUTION SYSTEM AND RELATED ITEMS IN ACCORDANCE WITH LATEST EDITION "SMACNA" STANDARDS AND/OR LOCAL CODE REQUIREMENTS AS SPECIFIED HEREIN AND INDICATED ON PLANS. (WHICHEVER IS MORE STRINGENT) IN ACCORDANCE WITH UL181A OR 181B. FLEXIBLE DUCT WILL BE CLASS 1 (UL 181). ALL MATERIALS, PRODUCTS & SEALING TO BE IN ACCORDANCE WITH UL 181A OR UL 181B.

15070.1 DUCTWORK:

THE DUCTWORK SHALL BE FABRICATED AND INSTALLED BY SKILLED MECHANICS IN A WORKMAN LIKE MANNER USING THE BEST PRACTICES OF THE TRADE AND BE MADE OF GALVANIZED SHEET METAL "DUCT SHEET" SIZED FROM THE FOLLOWING TABLE:

DIAMETER OR GREATEST DUCT DIMENSION	U.S. GAUGE FOR GALVANIZED	1" X 18 GA DUCT SUPPORT	TRAVERSE JOINTS AND GRAZING
UP TO 12"	24	10' ON CENTER	5-SLIP DRIVE SLIP 1" POCKET LOCK ON 8' CENTER
UP TO 30"	22	10' ON CENTER	5-SLIP, 1" POCKET LOCK ON 8' CENTERS

15070.2 HVAC DUCT SMOKE DETECTORS:

WHERE INDICATED ON PLANS, PROVIDE LISTED, COMPATIBLE SMOKE DETECTORS MOUNTED RIGIDLY IN THE DUCT IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTIONS TO AUTOMATICALLY SHUT OFF THE SYSTEM WITHIN 30 SECONDS BY INTERRUPTING THE POWER SOURCE OF THE AIR MOVING EQUIPMENT. DUCT DETECTOR SHALL ACTIVATE A VISIBLE AND AUDIBLE SIGNAL NORMALLY OCCUPIED LOCATIONS. WHERE FIRE DETECTION OR ALARM SYSTEMS ARE PROVIDED, THE SMOKE DETECTORS SHALL BE SUPERVISED BY SUCH SYSTEMS. SMOKE DETECTORS SHALL BE READILY ACCESSIBLE INCLUDING ACCESS DOORS, AND SHALL BE PERMANENTLY LABELED. PROVIDE I.E.D. INDICATOR LIGHT @ CEILING UNDER THE PROTECTED UNIT. INSTALL IN ACCORDANCE WITH 2018 IMC, SECTION 606 AND NFPA 72.

15070.3 HVAC IDENTIFICATION:

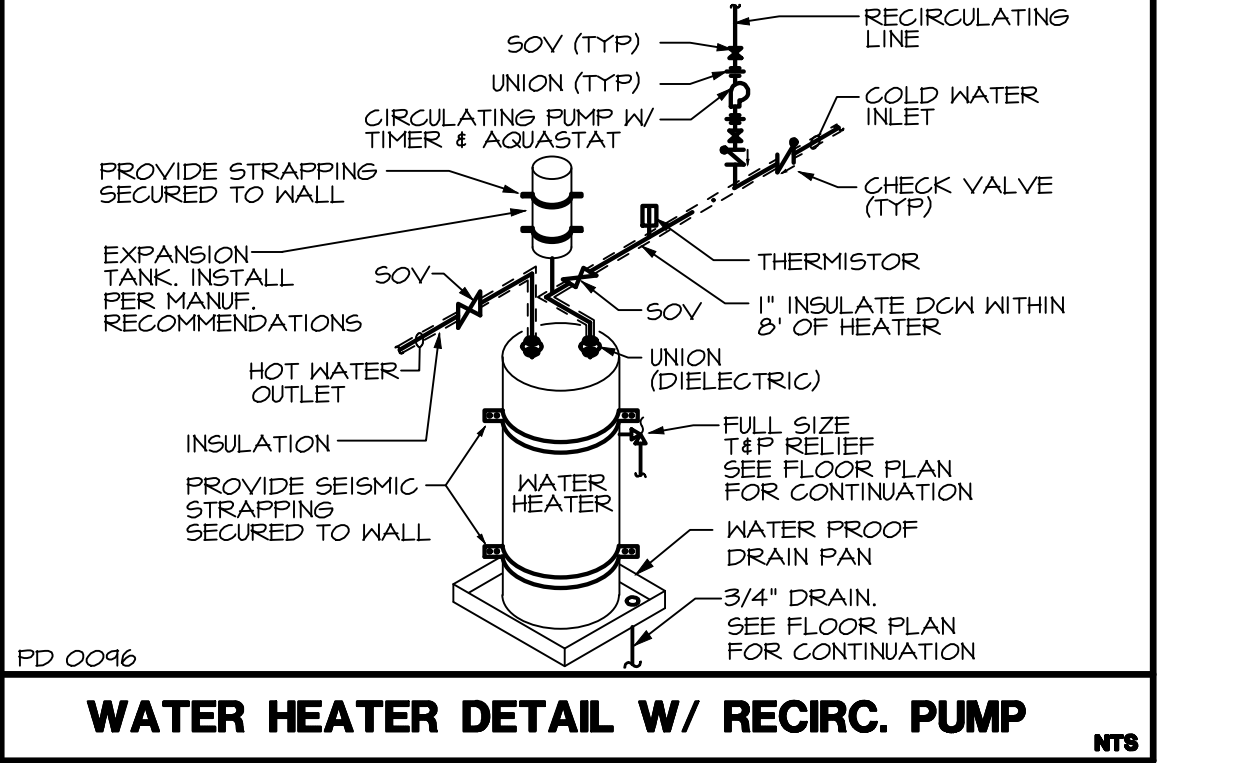
PROVIDE A SECURELY FASTENED NAME PLATE OF 1/16" THICK BLACK BAKELITE WITH ENGRAVED WHITE CORE LETTERS AND 4 EDGE BEVEL, 2 1/2"x 3/4" PERMANENTLY IDENTIFYING EACH UNIT AND AREA SERVED.

15070.4 AIR BALANCE:

PROVIDE COMPLETE AIR BALANCE BY INDEPENDENT AABC OR NEBB CONTRACTOR AND PROVIDE REPORT TO OWNER AND ENGINEER, AND FOR REVIEW BY CITY IN ACCORDANCE WITH IMC 403.3.4.

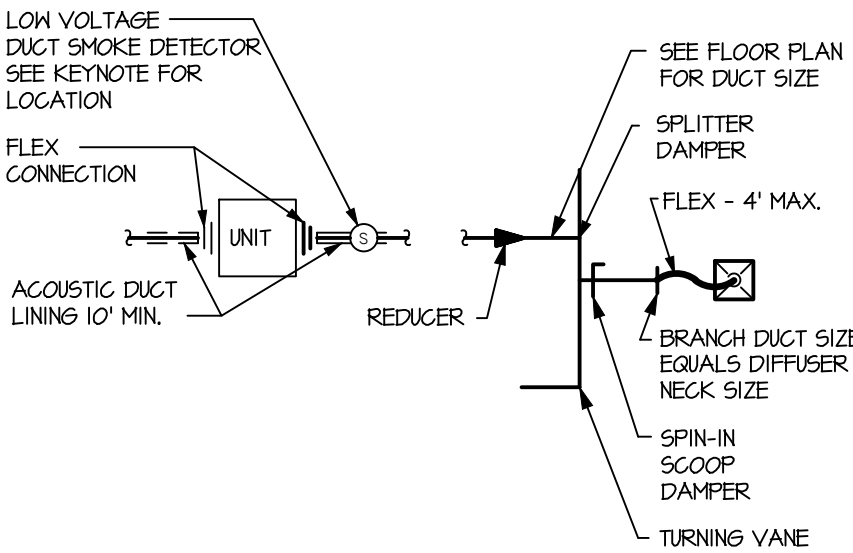
15080 CONTROL:

WORK SPECIFIED HEREIN: FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES TO INSTALL A COMPLETE ELECTRICAL CONTROL SYSTEM AS SPECIFIED HEREIN, AND AS SHOWN ON PLANS.



TYPICAL SYMBOLS LIST

NOTE: NOT ALL MAY APPLY



DUCT CONSTRUCTION STANDARD NTS

- POINT OF CONNECTION (P.O.C.)
- DUCT UP / DOWN
- EVAPORATIVE COOLER WALL SWITCH
- EXHAUST
- L/S LIQUID SUCTION LINES
- RETURN GRILLE
- SUPPLY DIFFUSER (CD) 4-WAY THROW CFM
- SUPPLY DIFFUSER (CD) 3-WAY THROW CFM
- SUPPLY DIFFUSER (CD) 2-WAY THROW CFM
- THERMOSTAT MOUNTED @ +4'-0" AFF
- E EXISTING
- E/R EXISTING TO BE RELOCATED
- R RELOCATED
- D DEMOLITION OF EXISTING FIXTURE
- N NEW, MATCH EXISTING
- FBO FURNISHED BY OTHERS
- CD CONDENSATE DRAIN (CD)
- D DRAIN (D)
- DRAIN VALVE AT 4'-0" AFF WITH HOSE END
- CW EXISTING COLD WATER
- HW EXISTING HOT WATER
- S EXISTING SOIL/WASTE
- V EXISTING VENT PIPING
- DOMESTIC COLD WATER (DCW)
- DOMESTIC HOT WATER (DHW)
- HWR HOT WATER RETURN (HWR)
- TW TEMPERED WATER (TW)
- HOSE BIBB WITH VACUUM BREAKER (HB W/ VB)
- GAS COCK & DIRT LEG
- G GAS PIPING
- POINT OF CONNECTION
- PIPE DOWN
- PIPE "T" DOWN
- PIPE UP
- SHUT-OFF VALVE (SOV)
- SHUT-OFF VALVE IN CONCRETE YARD BOX WITH CAST IRON COVER
- SHUT-OFF VALVE ABOVE CEILING WITH ACCESS PANEL
- SOIL/WASTE
- GW GREASY WATER
- SURFACE CLEAN OUT (SCO)
- 2-WAY SURFACE CLEAN OUT (SCO)
- UNION
- VENT PIPING (V)
- VENT THRU ROOF (VTR) LOCATE 10' FROM FRESH AIR SOURCE
- WALL CLEAN OUT (WCO)

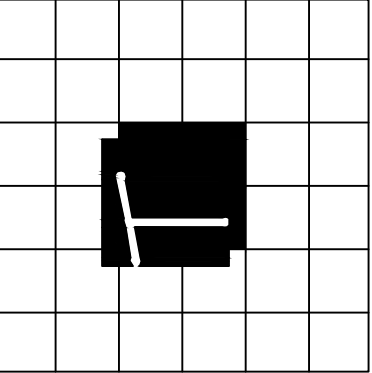
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APN: 305-02-468
S15-T18A-R00W
P1 ZONING
1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 85323



INTERIOR REMODEL

1021 WEST BUTTERFIELD ROAD

BTE PROJECT NUMBER: 22223	DATE	DESCRIPTION
11-21-2023		

MPS

OF 1 SHEETS

LIGHT FIXTURE SCHEDULE

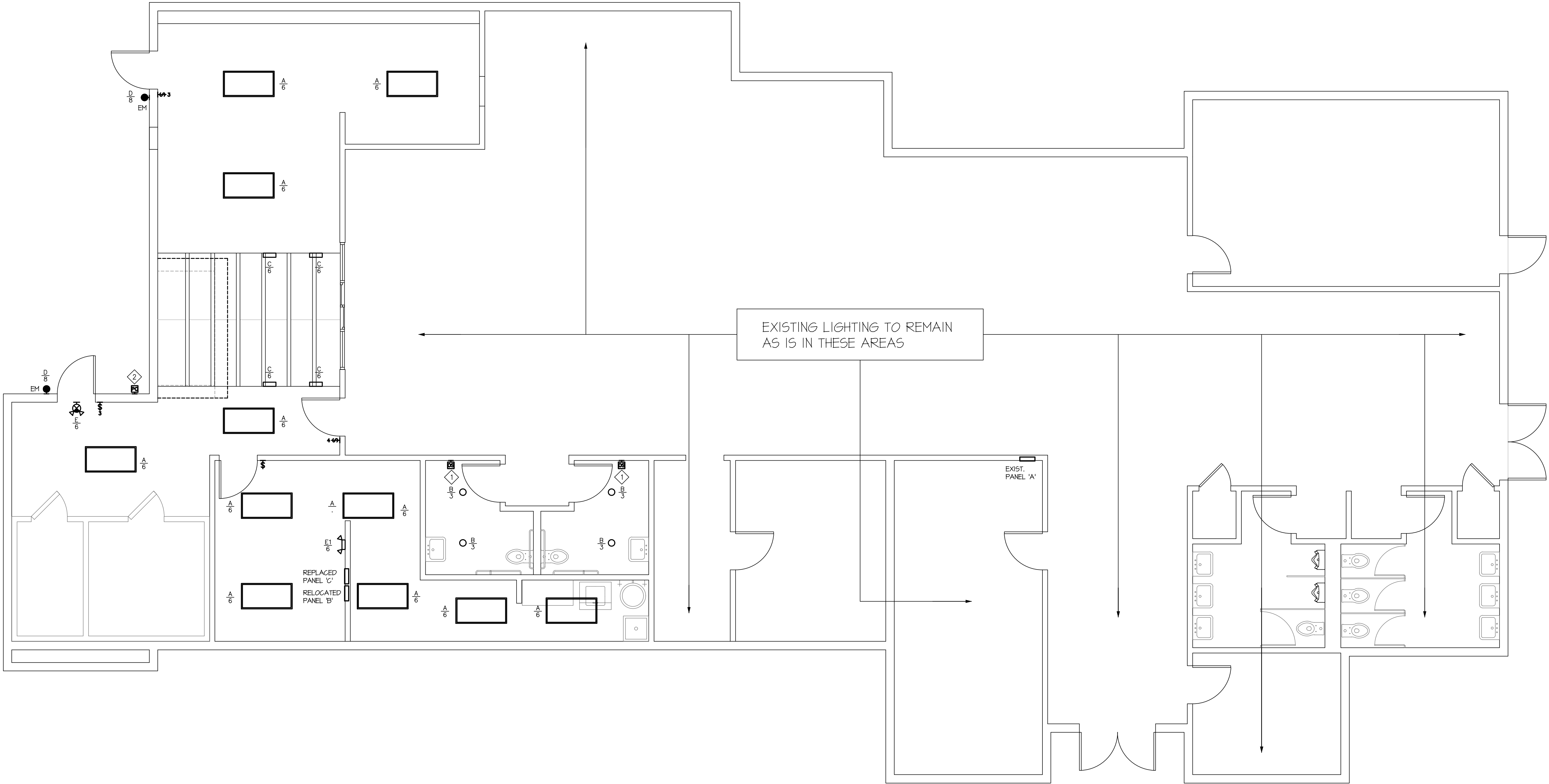
LTR TYPE	FIXTURE TYPE	MOUNTING	LUMENS	WATTS	CCT	DIMMING	VOLTAGE	MANUFACTURER/ CATALOG SERIES	NOTES
A	2'x4' LED EDGE LIT PANEL SURFACE MOUNT	SURFACE	6800	48	3500	0-10V	120	LITHONIA EPANL 2x4 6800LMHE 80CRI 35K MIN10 ZT MVOLT 2X4SMKSH	
B	6" LED DOWNLIGHT	RECESSED	1500	10.4	3500	0-10V	120	LITHONIA LDN6-35/15-L06-WR-LSS-MVOLT-GZ10	
C	4' SURFACE WRAPAROUND	SURFACE	3000	25	3500	0-10V	120	LITHONIA BLWP4-30L-ADSM-GZ1-LP835	
D	EXTERIOR WALL SCONCE SMALL	SURFACE	2900	24	4000	NONE	120/277	LITHONIA WPX1 LED P2 40K MVOLT DDBXD WITH E14WC WHERE NOTED "EM"	
E	COMBINATION EMERGENCY/ EXIT SIGN WITH BATTERY BACKUP	SURFACE/ CEILING					120/277	LITHONIA LHQM-LED-R	
E1	EMERGENCY WALL PACK WITH BATTERY BACKUP	SURFACE/ CEILING					120/277	LITHONIA ELM6L-UVOLT-LTP-SDRT	

GENERAL NOTES

- A. CONNECT ALL LIGHTING DEVICES ON THIS PLAN TO PANEL C, CIRCUIT NUMBERS INDICATED, UNLESS NOTED OTHERWISE.
- B. PROVIDE ALL CUTTING, PATCHING (INCLUDING FIRE STOPPING) OF FLOORS, WALLS, OR CEILINGS REQUIRED FOR THE NEW LIGHTING SYSTEMS. PATCH TO MATCH ADJACENT SURFACES.
- C. SEAL ALL CONDUIT/ RACEWAY PENETRATIONS OF SMOKE OR FIRE RATED WALLS OR FLOOR WITH INTUMESCENT TYPE FIRE BARRIER.
- E. FOR BRANCH CIRCUITS (120V/ 20 AMPS) PROVIDE WIRE SIZE AS FOLLOWS FOR TOTAL CONDUCTOR LENGTH OF CIRCUIT: 0-75 FEET: #12 AWG CU, 76-115 FEET: #10 AWG CU, 116-170 FEET: #8 AWG CU, 171-270 FEET: #6 AWG CU. ALL 20 AMP/ 120 VOLT CIRCUITS ARE TO BE 1/2" C.- 2#12/#12 GND HOMERUN UNLESS NOTED OTHERWISE OR MODIFIED FOR LENGTH.
- F. COORDINATE ALL LIGHT FIXTURE LOCATIONS WITH STRUCTURE, PIPING, ETC. ABOVE SUSPENDED CEILINGS. REVISE FIXTURE LOCATIONS AS REQUIRED TO ACCOMMODATE FIELD CONDITIONS. MAINTAIN SPACING AND LAYOUT AS CLOSE AS POSSIBLE TO WHAT IS SHOWN ON THE PLANS.
- G. CONNECT ALL EXIT SIGNS AND EMERGENCY LIGHTS TO UNSWITCHED LEG OF CIRCUIT NUMBER INDICATED.
- H. COORDINATE EXACT EXIT SIGN LOCATION/ PLACEMENT WITH THE LOCAL FIELD BUILDING INSPECTOR PRIOR TO ROUGH INSPECTION APPROVAL.

KEY NOTES

- 1 PROVIDE WALLBOX OCCUPANCY SENSOR AS SHOWN TO CONTROL LIGHTS/ EXHAUST FANS.
- 2 PROVIDE PHOTOCELL FACING NORTH TO CONTROL NEW EXTERIOR LIGHTS.



1 LIGHTING PLAN
SCALE: 1/4"=1'-0"

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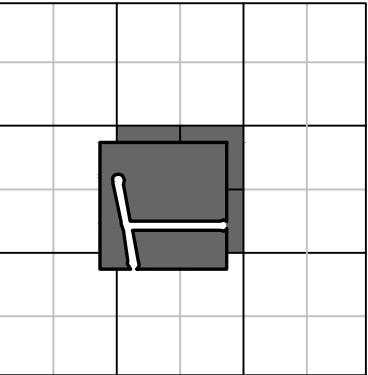
E-1

OF 3 SHEETS

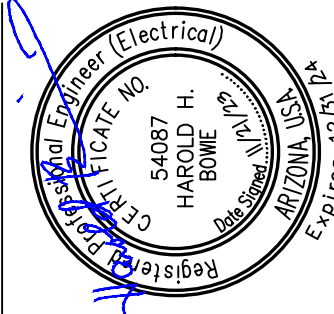


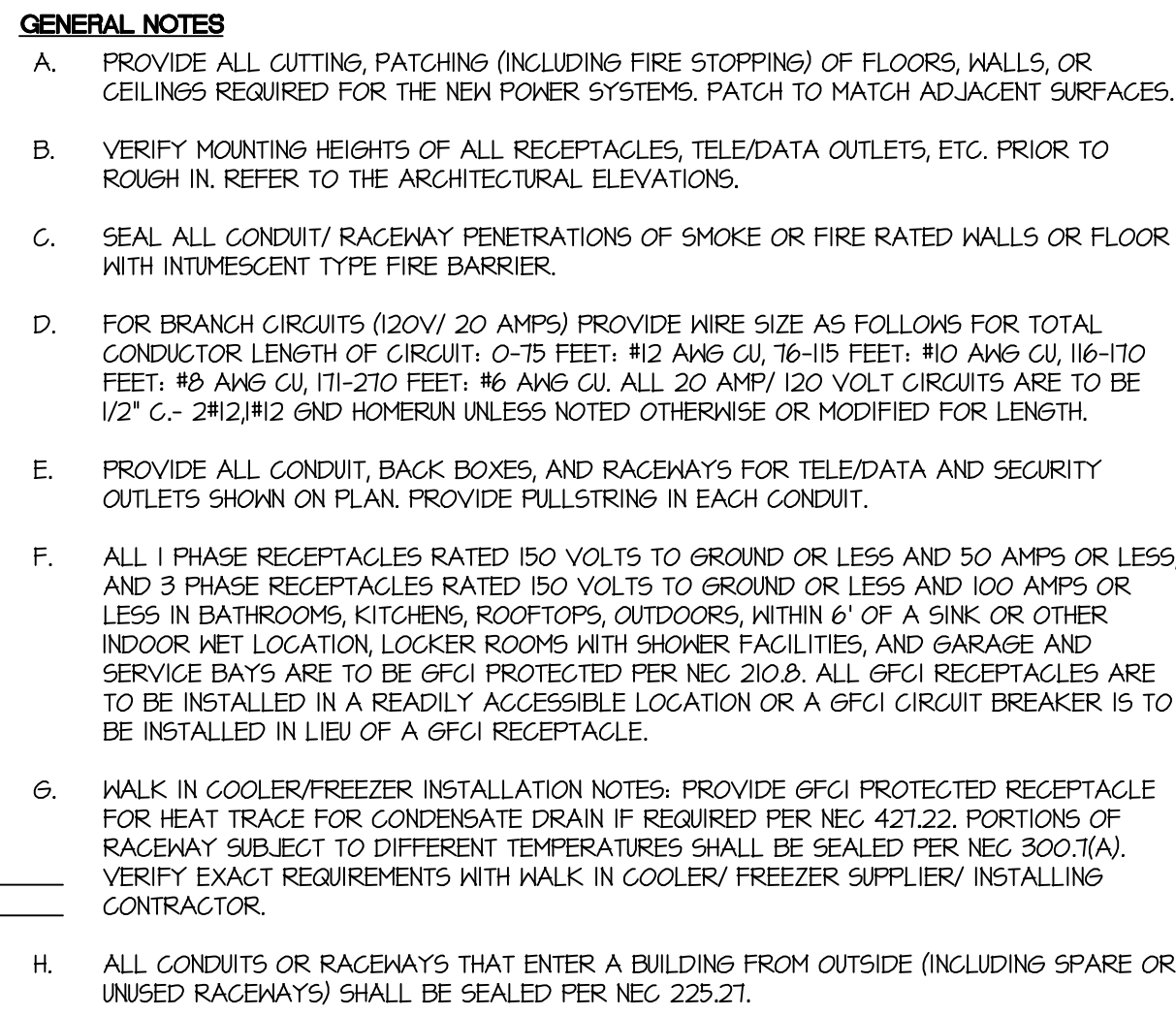
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INTERIOR REMODEL



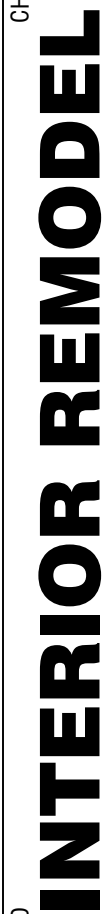
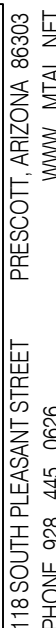
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- 1 DISHMACHINE. 88 FLA-240V-10. PROVIDE 100A/2P DISC. SWITCH AND 1" C.- 2#2/1#8 GND HOMERUN.
- 2 DROP IN SEALED HELL UNIT. 15.9 FLA-240V-10. PROVIDE NEMA 6-30 RECEPTACLE AND 3/4" C.- 2#10/1#0 GND HOMERUN.
- 3 WALK IN FREEZER CONDENSING UNIT. 35A-240V-10. PROVIDE 60A/2P WP FUSED DISC. SWITCH AT UNIT AND 3/4" C.- 2#8/1#0 GND HOMERUN.
- 4 WALK IN FREEZER EVAP. COIL. 15A-240V-10. PROVIDE 30A/2P FUSED DISC. SWITCH AT UNIT AND 1/2" C.- 2#14/1#4 GND HOMERUN.
- 5 WALK IN COOLER CONDENSING UNIT. 15A-240V-10. PROVIDE 30A/2P WP FUSED DISC. SWITCH AT UNIT AND 1/2" C.- 2#14/1#4 GND HOMERUN.
- 6 WALK IN COOLER EVAP. COIL. 20A-120V-10. PROVIDE 20A/1P FUSED DISC. SWITCH AND 1/2" C.- 2#12/1#2 GND HOMERUN.
- 7 WALK IN COOLER/FREEZER LIGHTS. 3.0A-120V-10. PROVIDE 20A/120V DISC. SWITCHES AND 1/2" C.- 2#12/1#2 GND HOMERUN.
- 8 HEATED CABINET. 1500W-208V-10. PROVIDE NEMA 6-15 RECEPTACLE AND 1/2" C.- 2#14/1#4 GND HOMERUN. PROVIDE SHUNT TRIP CIRCUIT BREAKER AND INTERFACE TO HOOD FIRE SUPPRESSION SYSTEM FOR AUTOMATIC SHUTDOWN.
- 9 DOUBLE STACKED GAS CONVECTION OVENS. 9.8 FLA-120V-10 EACH. PROVIDE (2) NEMA 5-20 GFCI RECEPTACLES AND 1/2" C.- 2#12/1#2 GND HOMERUNS. PROVIDE SHUNT TRIP CIRCUIT BREAKERS AND INTERFACE TO HOOD FIRE SUPPRESSION SYSTEM FOR AUTOMATIC SHUTDOWN.
- 10 COUNTERTOP ICE MAKER. 12.9 FLA-120V-10. UTILIZE EXISTING 20A/1P GFCI RECEPTACLE.
- 11 COUNTERTOP STEAMER. 34.6 FLA-240V-10. PROVIDE 60A/2P DISC. SWITCH AND 3/4" C.- 2#6/1#0 GND HOMERUN.
- 12 NEH KITCHEN EXHAUST FAN KEF-1. 13.3 FLA/ 16.6 MCA/ 25 MOCF-240V-10. PROVIDE 30A/2P FUSED DISC. SWITCH AND 3/4" C.- 2#12/1#2 GND HOMERUN FROM PANELBOARD TO VFD IN HOOD CONTROL PANEL. PROVIDE 30A/3P WP FUSED 3/4" C.- 3#12/1#2 GND HOMERUN FROM VFD TO FAN MOTOR ON ROOF.
- 13 NEH KITCHEN MAKEUP AIR UNIT MAU-1. 18.6 FLA/ 21.4 MCA/ 30 MOCF-240V-10. PROVIDE 30A/2P FUSED DISC. SWITCH AND 3/4" C.- 2#10/1#0 GND HOMERUN FROM PANELBOARD TO VFD IN HOOD CONTROL PANEL. PROVIDE 30A/3P WP FUSED DISC. SWITCH AND 3/4" C.- 3#10/1#0 GND FROM VFD TO MAKEUP AIR UNIT ON ROOF.
- 14 KITCHEN EXHAUST FAN KEF-2. 2.4 FLA-230V-10. PROVIDE 30A/2P WP FUSED DISC. SWITCH AT UNIT AND 1/2" C.- 2#14/1#4 GND HOMERUN.
- 15 NEH ROOFTOP UNIT RTU-5. 34/ FLA/ 40 MCA/ 60 MOCF. PROVIDE 60A/2P WP FUSED DISC. SWITCH AT UNIT AND 3/4" C.- 2#8/1#0 GND HOMERUN.

- 16 PROVIDE 120V/240A CIRCUIT TO CAPTIVE AIR HOOD CONTROL PANEL AND ALL WIRING FROM CONTROL PANEL TO HOOD LIGHTS, FIRE SUPPRESSION SYSTEM, CONTROLS SWITCHES, RELAYS, CONTACTS, TEMPERATURE SENSORS, SHUNT TRIP COILS, ETC. VERIFY EXACT REQUIREMENTS WITH CAPTIVE AIR PANEL DESIGN DRAWINGS. PROVIDE SEPARATE 20A/120V DISC. SWITCH FOR CONTROL CIRCUIT. 30A/2P DISC. SWITCH FOR MUA-1 AND 30A/2P DISC. SWITCH FOR EXHAUST FAN AT CONTROL PANEL.
- 17 NEW CONDENSING UNIT DCU-15, 13.9 FLA/16 MCW/ 25 MOCOP-240V-10. PROVIDE 30A/2P WP FUSED DISC. SWITCH AT UNIT AND 1/2" C.- 2#12/#12 GND HOMERUN.
- 18 DUCTLESS AIR HANDLER DAH-1 POWERED FROM OUTDOOR CONDENSING UNIT. PROVIDE 15A/2P DISC. SWITCH AND 1/2" C.- 5#14/#14 GND FROM COND. UNIT TO INDOOR UNIT.
- 19 PROVIDE A NEMA 5-20 GFCI AND 1/2" C.- 2#12/#12 GND HOMERUN FOR GAS STACKED WASHER/ DRYER.
- 20 NEW OUTSIDE AIR SUPPLY FAN FRAC, HP-120V-10. PROVIDE MANUAL MOTOR STARTER WITH OVERLOAD PROTECTION AND 1/2" C.- 2#14/#14 GND HOMERUN.
- 21 PROVIDE (3) 2" CONDUITS WITH PULLSTRING IN ATTIC SPACE FOR TELE/DATA. VERIFY EXACT REQUIREMENTS WITH OWNER.
- 22 RELOCATE EXISTING PANEL B TO BACKSIDE OF EXISTING WALL AS SHOWN.
- 23 NEW FLY FAN FF, 1/2 HP-120V-10. PROVIDE 20A/1P DISC. SWITCH AND 1/2" C.- 2#12/#12 GND HOMERUN.
- 24 REMOVE EXISTING PANEL C AND PROVIDE NEW PANEL 'C' ON BACK SIDE OF WALL AS SHOWN. PROVIDE NEW FEEDER AND RECONNECT EXISTING CIRCUITS. REFER TO ONE LINE DIAGRAM AND PANEL SCHEDULE FOR ADDITIONAL INFORMATION.
- 25 PROVIDE WP/GFCI ON ROOF WITHIN 25' OF NEW ROOFTOP UNIT/ MUA.
- 26 NEW EXHAUST FAN FRAC, HP-120V-10. PROVIDE 1/2" C.- 2#12/#12 GND HOMERUN. SWITCH WITH LIGHTS.



INTERIOR REMODEL

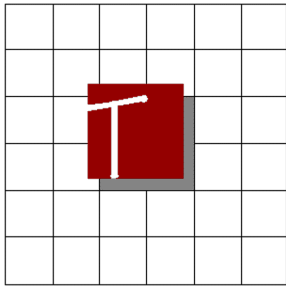
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OF 3 SHEETS

BTE # 22223E

SCALE: 1/4"=1'-0"

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Michael Taylor Architects, Inc

118 South Pleasant Street
Prescott, Arizona 86303

®

Chino Valley Senior Center Kitchen Remodel

Town Of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

PROJECT SPECIFICATION MANUAL



MTAI Project number: 22035
April 8, 2024

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SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Project Requirements: The Work under the Base Bid of the Contract shall include all work indicated or specified within the Contract unless the work is specifically indicated as "Not in Contract."
- B. The Project Manual is the volume which includes the Bidding Requirements, sample forms, and certain of the Contract Documents such as the Conditions of the Contract and the Specifications. The Contract Documents shall include, in addition to the items listed, the Labor and Materials Payment Bond, the Performance Bonds, Instructions to Bidders, Summary of the Work, Bid Forms, and the General Conditions Between Owner and Contractor.

1.3 SPECIFICATION

- A. In the preparation of these Specifications, an effort has been made to segregate the various branches of the work under headings, by trades. This is done only for convenience and shall not relieve the Contractor of the responsibility of furnishing every item indicated or specified whether properly segregated or not.
- B. Specifications are arranged in accordance with the Construction Specifications Institute Master Format 2004. The six-digit Arabic Section Designation is in accordance with the above referenced document.
- C. No responsibility will be assumed by the Owner, Architect or their representatives for omissions or duplications by the Contractor in the completion of the Contract due to any alleged error in the arrangement of the material in these Specifications nor shall any such segregation of Work and materials operate to make the Architect or its representative an arbiter in defining limits to Agreements between the Contractor and his subcontractors or Suppliers.
- D. The misplacement, addition and omission of any letter, word, or punctuation mark, shall in no way damage the true spirit, intent or meaning of these Specifications.
- E. The word "shown," "indicated," "noted," "scheduled," or words of the like effect shall be understood to mean that reference is made to the Drawings accompanying these Specifications.
- F. Where reference herein is made to color or finishes "as selected," the reference is to selection(s) made by the Architect.

- G. Reference to known standards within these Specifications shall and intend to be the latest edition or amendment published prior to the date of these Specifications, unless specifically specified otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the project.
- H. All Contractor provided project forms, registers, reports, etc, shall be approved by the Architect as it relates to format, structure and content presentation. These shall include, but are not limited to, the following:
 - 1. Schedule of Submittals.
 - 2. Operation and Maintenance Manuals.
 - 3. Identification Register.
 - 4. Material Status Report.
 - 5. Progress Reports.
 - 6. Construction Status Report.
 - 7. Register of Bulletins and Change Orders.
 - 8. 3-Week Bar Chart Schedule.
 - 9. Critical Path Schedule.
 - 10. Miscellaneous Bar Chart Schedules.
 - 11. Request for Information and Register.
- I. Product Specifications:
 - 1. It is the intent of these Documents to comply with ARS 34-104 regarding proprietary specifications. Where a specific product is named, whether or not accompanied by the phrase "basis of design," the naming of such product serves to establish the appearance, performance and quality desired for this Project. By listing a specific product (including model number or similar designation) the Architect indicates by reference the product's characteristics relating to type, function, dimension, in-service performance, physical properties, appearance and similar qualities for purposes of evaluating comparable products of other named manufacturers.
 - 2. In some instances, a product will be listed with a "No Substitutions" note attached. In these cases, particularly in connection with Hardware Schedules, the Owner has requested the specified item as a match to the Owner's existing inventory and to ensure compatibility with existing systems.

1.4 DISPOSITION OF UTILITIES

- A. Contractor shall contact utility company to obtain all local restrictions and regulations prior to start of construction.
- B. Observe rules and regulations governing the respective utilities in executing all work under this heading.
- C. Adequately protect active utilities from damage, and remove or relocate only as indicated or specified.
- D. Remove, plug, or cap inactive and abandoned utilities encountered during the Work. If there are not specific requirements, plug or cap such utility lines at least 3 feet outside of new building walls or as required by local regulations.
- E. The Contractor shall include in this Bid all costs associated with any and all locating services required.

1.5 ARCHITECTURAL AND ENGINEERING SERVICES

- A. It is understood that normal architectural and engineering liaison for the purpose of interpretation of the Contract Document is provided for by the Owner. Should any services of the Architect be required to assist in the correction of errors or omissions in construction by the Contractor, or services of the Architect be required because of the changes in structure or equipment where the Contractor has requested approval of substitute methods or materials, these services will be provided by the Architect at his standard hourly rates, and shall be paid for by the Contractor.
- B. The Contractor shall provide competent engineering services to execute the work in accordance with the Contract Document. The Contractor shall verify the figures shown on the survey and site drawings before undertaking any construction work, and shall be responsible for the accuracy of the finished work. The Architect has established such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed, displaced, or found to be missing, the Contractor shall promptly notify the Owner's representative and/or the Architect.

1.6 SAFETY REQUIREMENTS

- A. These Construction Documents and all phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:
 - 1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - 2. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 - 3. Part 1518 - Safety and Health Regulations for Construction Chapter XIII of Title 29, Code of Federal Regulations.
 - 4. Arizona OSHA of 1972 and Federal OSHA 1970 as it applies to Arizona law, shall constitute the outline for the safety program to be adhered to during the course of the project. A copy of these publications shall be available at the job site for reference.
- B. The Contractor shall submit a Safety Requirements Manual which outlines and describes in detail the procedures and policies to be followed for this project.

1.7 APPROVED APPLICATORS

- A. Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the Contractor's responsibility to ensure that any Subcontractor used for such Work be an approved applicator, and shall be so documented in writing.

1.8 WATERTIGHT-WEATHERTIGHT

- A. Anything in the Contract Documents notwithstanding, the Contractor accepts the responsibility of constructing a watertight, weathertight project.

- B. Discovery of Fungi (Mold): In accordance with Subparagraph 1.8.A above, Contractor is responsible for providing labor, material, products, equipment and services to install insulation, air/vapor barrier, and ventilation systems that maintain effective control of air, moisture, and heat transfer within the building envelope.
1. Should Contractor proceed to install insulation, ceiling tiles, gypsum wallboard or similar products having paper, cardboard and other cellulose surfaces prior to the building's being enclosed and weatherproof (including ambient conditions of temperature and humidity being continuously maintained at values near those indicated for final occupancy), the Contractor is at risk for mold contamination of the building components.
 2. During the course of construction of the Project, Contractor shall perform continuous visual inspection/verification of building components and ventilation systems (particularly for damp filters) for possible contamination by mold.
 3. If the presence of mold is suspected, detected or found, visible water damage observed or musty odors detected, immediate remediation action shall be initiated by the Contractor. In all instances, any source(s) of water shall be stopped and the extent of water damage determined. Water-damaged materials shall be immediately removed and replaced with new materials at the Contractor's expense. The Contractor shall provide an approved independent test report documenting the completed environmental status.
 - a. Mold-damaged materials shall be remedied in accordance with Contractor's Mold Remediation Plan.
 - b. Contractor shall submit his Mold Remediation Plan, which outlines and describes in detail the procedures and policies to be followed for this Project.

1.9 EXTRA WORK

- A. In accordance with the General Conditions and when authorized in writing by the Owner, extra Work may be ordered. Claims for additional compensation, for extra Work accomplished, will not be recognized unless such extra Work has been authorized in advance and in writing by the Owner.

1.10 ARCHAEOLOGICAL FEATURES

- A. The attention of the Contractor is directed to Section 41-844 of the Arizona Revised Statutes, which describes the responsibility of the Contractor to report to the Director of the Arizona State Museum "the existence of any archaeological, paleontological or historical site or object that is at least fifty years old and that is discovered in the course of...construction or other like activity." In case of such discovery the Contractor, in consultation with the Director, "shall immediately take all reasonable steps to secure and maintain its preservation."

1.11 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. In general, notes on the drawings take precedence over provisions of the specifications; addenda or bulletins to specifications take precedence over original specifications or earlier addenda; dimensional figures take precedence over scaled measurements; large scale drawings and details take precedence over those of a smaller scale; drawings of the latest date take precedence over earlier ones. Work indicated or required (but not expressly noted, detailed, or specified) shall be made the same as similar or corresponding elements which are fully noted, detailed, or specified. The contractor shall comply with the true intent and meaning of the drawings and specifications taken as a whole. Standards of quality and performance indicated on the drawings or described in the specifications shall be understood to be minimum requirements

only. When building codes or other legal authority demand higher standards, such legal requirements shall be met.

1. Figures on the drawings indicate rough construction with no allowance for finish of any kind, except the dimensions of details of the finished work. The Architect will not be responsible for scaling the drawings.
2. The drawings are generally diagrammatic and indicate manner, method, and nature of the installation. The specifications denote style and quality of material and workmanship. Where a conflict between the drawings and the specification arise, the Architect shall be promptly notified. The Architect will make the proper interpretation and his decision shall be final. Where a conflict exists between the General Conditions and General Requirements, the Architect shall make the proper interpretation and his decision shall be final. When the term "or equal" or "approved equal" or "equivalent to" is used, it shall be construed to mean approval by the Architect. Substitutions made without Architect approval shall be removed and replaced without additional cost to the Owner.

- B. Where a conflict exists in the drawings or specification, the Contractor and/or Subcontractors shall prepare a "Request for Information (RFI)" which identifies the problem and proposes a solution for the Architect to review. Do not proceed with that portion of the work until the Architect has issued or concurred with the resolution. All RFIs are to be submitted to the Architect by the Contractor. The Contractor shall maintain a status register of all "Requests for Information."

1.12 MAINTAINING SATISFACTORY PROGRESS

- A. The Owner shall have the right, without giving the Contractor the right to any extra compensation, at any time when, in the judgment of the Owner, the Work is not proceeding in accordance with the approved progress schedule, to require the Contractor to take such measures or adopt such methods as may be necessary in the Owner's opinion to obtain and maintain satisfactory progress, but the failure of the Owner to demand that the Contractor adopt such measures shall not relieve the Contractor of his obligation to secure the rate of progress necessary to complete the Work within the time required by the Contract.

1.13 OCCUPANCY PRIOR TO COMPLETION

- A. The Owner shall have the right to occupy portions of the site that are completed on or after the specified completion date (even though the Contractor may not have completed the entire Project). Such occupancy by the Owner will not release the Contractor or his bonding agency from liquidated damages, warranties, or guarantees and final completion of the work in accordance with the Contract Documents.
- B. The date of substantial completion and beginning of the warranty period shall be the date established in the Conditions of the Contract Between Owner and Contractor. This date will represent the substantial completion date for all phases of the Project, irrespective of early completion by some subcontractors of their work, or occupancy by the Owner prior to completion of some portions of the work. The Contractor will be notified by the Owner and Architect, in writing, when an established date of final completion will be the date that the Owner elects to take occupancy of a portion of the site, in lieu of an established date of substantial completion. The date of final completion will then become the beginning of the warranty period, in lieu of the substantial completion date.

1.14 CONTRACTOR USE OF PREMISES

- A. The Contractor shall limit the storage of materials and equipment to areas indicated or designated by the Owner.
- B. At no time during the work under the Contract shall the Contractor place, or cause to be placed, any material or equipment, etc, at any location that would impede or impair access to or from the present facilities without prior acknowledgment and written approval by the Owner.
- C. The Contractor shall cooperate with the Owner to the fullest extent in providing access to all non-construction areas during the course of construction in order to provide a minimum of inconvenience to the Owner and the public.
- D. The Contractor shall send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all Owner and public utilities. The Contractor shall, during the construction period and until final acceptance of the work as a whole by the Owner, assume all responsibility concerning the same for which the Owner may be liable.
- E. It is of paramount importance that the work of this Contract does not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor will coordinate all work affecting services in the existing building with the Owner's Representative.

PART 2 - SPECIAL REQUIREMENTS

2.1 DESCRIPTION

- A. The Contractor shall also be responsible for complying with the provisions of Arizona Revised Statute 41-1463 in recognition that it is an unlawful employment practice for an employer "To fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to individual's compensation, terms, conditions or privileges of employment because of the individual's race, color, religion, sex, age, disability or national origin." The Contractor to whom the bid is awarded must also comply with all of the applicable legal provisions as set forth in Arizona Revised Statute 34-321; and the Contractor understands that these provisions are part of any contract awarded to him.
 - 1. In addition to the responsibilities listed in Paragraph 2.1.A above, the Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of gender, age or non-disqualifying handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, gender, national origin or age. Such action shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation.
 - 2. Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, national origin, age or non-disqualifying handicap.

- B. For Projects beginning after December 31, 2007, the Contractor shall comply with the applicable legal provisions of Arizona Revised Statutes 23-212, 23-212.01, 23-213, and 23-214 regarding employment of unauthorized aliens, including e-verification of employment eligibility.
 - C. The Contractor shall protect all his furnishings from damage and shall protect the Owner's Property from damage or loss arising in connection with this Contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Owner. The Contractor shall confine his apparatus, storage of his materials, and the operations of his workmen to the limits indicated. Any damage caused to landscaping, window glass, utility lines, buildings, etc., shall be immediately repaired or replaced at no expense to the Owner.
 - D. The Contractor agrees that all work shall be done by skilled and experienced mechanics and shall be done in a first-class workmanlike manner.
 - E. Subcontractor Qualifications: Sub-subcontractors, manufacturers, fabricators, material suppliers, installers, applicators, welders, erectors, etc, shall have minimum qualifications as listed in applicable Sections of the Project Manual.
- 2.2 WORK UNDER THIS CONTRACT includes all material, labor, tools, expendable equipment, utility and transportation services, and all incidental items necessary to perform and complete in a workmanlike manner, the Work required for the combined construction, including general, site, architectural, structural, mechanical, plumbing and electrical.
- A. Certain items of equipment and/or elements of the construction may be excluded from the Contract and, if so, are indicated on the Drawings and identified herein. Installation thereof may be performed while the Contractor's work progresses. The Contractor shall cooperate with the Owner to facilitate the expeditious installation of such items.
 - B. Contractor's Payment Certificates shall be itemized as specified in Division 01 Section "Progress Payment Procedures," and be complete for all associated work and costs. A schedule of values shall be required.
 - C. The Contractor shall be responsible for deferred submittals to the regulatory agencies as identified in the Project Manual and Drawings.
- 2.3 TESTING AND QUALITY CONTROL
- A. Refer to Division 01 Section "Quality Control."
- 2.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS
- A. The Contractor shall visit the site or the project and shall fully acquaint himself with and visually inspect the conditions of the premises as they exist, so that he may fully understand the facility, difficulties, areas of work responsibility, and restrictions attending the execution of the work.
 - B. By submitting a proposal, the Contractor agrees that he has examined the site, the drawings, specifications, and Contract Documents and accepts without recourse, all site conditions and the proposed Contract Documents.

- C. Existing Conditions: Before commencing Work on this Project, verify if existing site conditions vary from those presented on Drawings or noted in Project Manual, and immediately report to Architect any apparent discrepancies or inconsistencies.

PART 3 - OWNER OCCUPANCY

3.1 OWNER OCCUPANCY

- A. Owner Occupancy shall be upon final completion and acceptance of the building. Moreover, the Owner reserves the right to occupy substantially complete spaces at his discretion.

3.2 OWNER MOVE-IN

- A. Allow Owner to move in equipment prior to day of substantial completion, if required.

PART 4 - WORKING ON THE SITE

4.1 SECURITY

- A. The Owner does not assume any responsibility, at any time, for the protection of the project or for loss of materials from the time that the Contract operations have commenced until the final acceptance of the Work by the Owner. If watchmen services are deemed necessary by the Contractor, such protection shall be provided by the Contractor.

4.2 SITE UTILITIES

- A. Contractor shall maintain continuity of service for all utilities during the course of construction activities including but not limited to, electrical, fire, intercom, heating and cooling, sewer, and sprinkler systems. Down time of any systems must be limited and coordinated with the Owner. Temporary installations must be provided by the Contractor during construction activities to maintain service to all areas.

4.3 SITE ACCESS AND CONTRACTOR'S USE OF THE PREMISES

- A. Contractor access to the site, parking and staging area shall be as noted on the plans and/or as directed by the Architect. Contractor shall field verify all existing conditions and account for the removal and replacement of obstacles in his bid.
- B. The Contractor shall have complete use of the premises for execution of the work within the limits indicated on the Drawings.
- C. The Contractor shall at all times conduct operations as to insure the least inconvenience to the general public.
- D. Move stored products which interfere with operations of users of adjacent properties or separate contractors.

- E. The Contractor shall maintain the highest degree of discipline and appropriate dress with staff on site and prevent conversations, outbursts, and gestures by anyone on the project. The Owner reserves the right to require the Contractor to expel individuals found to violate this directive from the site for the duration of the project. Drinking of alcoholic beverages, smoking, or use of chemicals, drugs, etc. will neither be allowed nor tolerated on the sites.

PART 5 - GUARANTY-WARRANTY

- A. The Contractor shall, and hereby does, warrant and guarantee that all work performed under this contract will be free from defects of materials and workmanship for a period of 24 months from the date of the final acceptance of this work.
- B. The Contractor agrees that he will, at his own expense, repair and replace all such defective work which becomes or is found to be defective during the term of this warranty. Should Contractor fail to repair or replace such defective material and/or workmanship within 30 calendar days after written notice from Owner, Owner may do the work necessary and Contractor hereby agrees to reimburse Owner for actual cost.
- C. The warranty period on any part of the work so repaired or replaced, shall be extended for a period of 12 months from the date of such repair or replacement.
- D. The guaranty will not apply to normal wear and tear or damage by acts beyond the Contractor's control.

PART 6 - MISCELLANEOUS INFORMATION

6.1 NAME AND QUALIFICATIONS SUBMITTAL

- A. The Contractor shall, within two days of the Owner's notification of an intent to award the Contract, submit to the Owner the name and qualifications of the proposed superintendents for review and approval. When the superintendents are approved, they shall not be removed without the Owner's written approval which will not be unreasonably withheld.

6.2 CONTRACTOR'S REPRESENTATIVES

- A. The Contractor shall at all times be present at the Work in person or represented by a full-time competent superintendent who shall supervise and direct the Work and shall be authorized by the Contractor to receive and fulfill instruction from the Architect.
- B. The Contractor shall, at all times during working hours, be represented in all matters pertaining to his project by one fully competent and experienced general superintendent. Instructions and information given by the Architect to the Contractor's superintendent on the Work shall be considered as having been given to the Contractor.
- C. The Contractor's general superintendent shall have assistants with technical registration or equivalent construction engineering knowledge and experience in all technical disciplines affecting the Work or onsite operations for which the general superintendent lacks registration or equivalent experience and knowledge.

- D. The Contractor's superintendent shall remain full time on the job until all of the Punch List items have been completed.

6.3 ASBESTOS

- A. Asbestos: By providing a Bid on this Project, all Contractors are certifying that all materials which they supply for this Project are asbestos-free, and in addition, that materials found to contain asbestos at a later date shall be removed and replaced with non-asbestos containing materials at the sole expense of the responsible Contractor.

6.4 ACCESSIBILITY OF VALVES, CONTROLS AND ELECTRICAL JUNCTION BOXES

- A. No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., shall be placed in any inaccessible location.
- B. Any dampers, controls, valves, expansion joints, electrical junction boxes, or other apparatus which must by necessity be located in walls, above ceilings etc., shall be provided with suitable access doors (fitted in a framed opening) which will permit proper operation and servicing and access as required by codes. Such access doors shall be included in the Contractor's Bid.

END OF SECTION



SECTION 01 15 20 RECYCLED POLYVINYL SAFETY FLOORING INSTALLATIONS

1. GENERAL

1.1 SUMMARY

- A. This section includes furnishing all materials, labor, equipment, and related services necessary to supply and install recycled Polyvinyl safety flooring (Eco-Grip®) as indicated in the contract documents, and in compliance with applicable codes.

1.2 RELATED SECTIONS

- A. Division 03 Section "Cast in Place Concrete" for general building applications of concrete.
- B. Division 22 Section "Plumbing" for drain, floor sink floor troughs, cleanouts, and plumbing penetration conditions.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for commercial kitchen applications.
- B. Samples: Submit 3 Eco-Grip® samples in the color SELECTED on the finish drawings.
- C. Certification: Submit evidence of contractor qualifications as outlined under 1.5
- D. Quality Assurance. Provide letter from the manufacturer attesting to Approved Installer status.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Provide detailed Eco-Grip® maintenance instructions.
- B. Warranties: Provide manufacturer and installation warranties as noted under Section 1.5 Quality Assurance.

1.5 QUALITY ASSURANCE

- A. Contractor will assure compliance with 1.6 Project Conditions to allow or proper installation.
- B. Comply with local governing codes and regulations.
- C. Use Eco-Grip® factory-trained installers Approved Installers.
- D. Manufacturer must provide a limited 10-year product warranty against manufacturing defects, with end-user's continual use of Eco-Grip® Commercial Floor Cleaner.
- E. Eco-Grip® Approved Installer must provide a 1-year installation defect warranty.

1.6 PROJECT CONDITIONS

- A. Assure that substrate material is suitable for installation of flooring as indicated by manufacturer. Approved substrates include: Portland-based concrete, gypsum-based concrete (installation will require a unique adhesive), marine-grade or underlayment grade plywood, cement board as reviewed and approved by manufacturer, provided all substrates are properly cleaned and prepared per manufacturer guidelines.
 - 1. Eco-Grip® can be installed over existing finishes such as quarry tile or epoxy,

provided all finishes are properly prepared for installation. Glue down products and mastic must be removed.

2. Eco-Grip® can be installed in “operating environments”, defined as a facility that operates a relatively normal daily schedule, but closes for at least 8 hours during a 24-hour period to allow for installation, for the duration of installation.
- B. Comply with manufacturer’s written instructions for substrate temperature and humidity, ambient temperature, ventilation, and other conditions affecting the installation of Eco-Grip®.
- C. Environmental Limitations: Do not install Eco-Grip® flooring until building is enclosed and weatherproof, concrete work is complete and cured, and the HVAC system or temporary heating maintains a minimum temperature of 55-degrees F and humidity is at normal occupancy levels.
- D. Acclimate Eco-Grip® flooring materials to the ambient temperature and humidity levels of the installation spaces for a minimum of 24 hours.
- E. Verify that concrete substrate conditions provide for slope to drains allowing water flow to drainage points without assistance. ¼” per 1-foot average slope for a 4’ radius from drain center is required.
- F. Verify that floor drains, clean-outs, trench drains, grease traps, and floor sinks are set level, and ¼” above substrate, to facilitate drainage to those penetrations once the ¼” (6.5mm) thick Eco-Grip® floor is installed. Floor sinks may be set higher than ¼”, per local code.
- G. Slab substrates must be dry and free of curing compounds, hardeners, sealers and other foreign materials that would interfere with bonding of adhesive.
- H. Verify the substrate is clean, dry, and structurally sound to accept adhesive, and is free of cracks, ridges, depressions, scales, and foreign deposits of any kind.
- I. Verify that substrate is ready for resilient flooring installation by testing moisture emission rate and alkalinity, in accordance with ASTM F710; obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive manufacturer.
 1. Reference ASTM F710 – Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 2. Moisture reading must register no more than 98% RH on the Wagner Relative Humidity Scale.
 3. Refer to Eco-Grip® New Construction Checklist for additional Guidance.
- J. Do not begin installation of Eco-Grip® flooring until all Project Conditions have been met.

2. PRODUCTS

2.1 NO SUBSTITUTIONS PERMITTED

2.2 APPROVED PRODUCTS

- A. Eco-Grip® slip resistant safety flooring as manufactured by Allied Industries International, Inc.
 1. Eco-Grip® Commercial Flooring. Sheets are 8’x5’ in ¼” (6.5mm) thickness with color chosen by architect as noted on plans.
 2. Eco-Grip® 2-Part Epoxy Flooring Adhesive
 3. Eco-Grip® SpeedFlex Liquid Weld System (or V-Rod, welding rod)
 4. Eco-Grip® Polyvinyl Cove Base Cap (high-impact polyvinyl), stainless steel base cap, aluminum base cap.
 5. 16-gauge stainless steel drain flanges and transition strips, and #10 stainless screws and lead anchors, as required.
 6. Eco-Grip® sealants.

7. Other installation materials as required and supplied by Allied Industries International, Inc.
8. No substitutions permitted.
- B. Eco-Grip® slip-resistant safety flooring must meet the following test standards:
 1. ASTM G21: Excellent Bacteria & Mildew Resistance
 2. ASTM D412 Tensile Strength: 1694 psi Elongation 130.98%
 3. ASTM D624 Tear Strength: 268 lbs./force/inch Elongation 7.33%
 4. ASTM F970 2000 psi .023 Avg 1500 psi = .014
 5. ANSI B101.3 SCOF = .62 DCOF = .43
 6. ANSI B101.3 DCOF TRL rubber = .72
 7. ASHB 198:2014 SSR Wet = 65
 8. ASTM E662 Smoke Density: DMC 141
 9. Fire Test: NFPA Type I Rated
 10. ASTM D2240 Hardness: 85
 11. Thickness: 6.5mm / 4mm
 12. Weight (oz. sq. ft.): 25.16 / 16
 13. Oxygen Index: 29.0

3. **EXECUTION**

3.1 **INSTALLATION**

- A. Refer to manufacturer's Installation Manual, Detail Drawings, and Installation Training Video for all installation techniques. Installation should always be conducted by factory-trained Approved Installers.
- B. Follow manufacturer recommendations for laying out sheets. All flooring sheets and welded joints must be offset by 1/3 of sheet length in a staggered design.
- C. The majority of all base must be installed integral to the flooring sheet, with minimal usage of flat base.
- D. Flooring must be cut tight to all penetrations.
- E. Adhere the flooring sheets to substrate with Eco-Grip® 2-part Epoxy using the manufacturer's recommended trowel notch size (3/32). A unique 1-part adhesive is available for gypsum-based substrate applications.
- F. Use 100lb. roller to press floor into 2-part epoxy immediately following application of 2-part epoxy.
- G. Eco-Grip® E-6100 adhesive/sealant should be used to seal top edge of base under base cap, per Base Cap Detail Drawings, and under all stainless details per Detail Drawings.
- H. Route out v-grooves between sheets with a 6mm groover blade for SpeedFlex application, and weld all seams using Eco-Grip® SpeedFlex Liquid Weld System or Eco-Grip® 7mm v-Rod.
- I. Stainless steel drain flanges are to be routed into floor surface and mounted flush with the top of flooring. Secure flanges using stainless steel fasteners, lead anchors, and sealant, anchoring the flange to the substrate.
- J. Install 16-gauge stainless steel transitions at all doorways and floor transition areas, using stainless steel fasteners, lead anchors, and sealant.
- K. Seal all exposed edges of flooring and penetrations with SpeedFlex Liquid Weld System to ensure a watertight seal.
- L. Refer to Detail Drawings dated 1/02/20 for additional information.
- M. GC to protect finished floor.

3.2 CLEANING

- A. Sweep the floor after installation and clear area of scrap materials.
- B. Refer to manufacturer's cleaning manual and demonstration video for proper cleaning technique.
- C. Installer must provide two copies of manufacturer's cleaning recommendations for contractor and owner use.
- D. Installer must provide cleaning kit (1-gallon Eco-Grip® Commercial Floor Cleaner, 1 foam gun, 1 deck brush, 1 squeegee, 1 cleaning instruction poster) with installation.

End of Section 01 15 20



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SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section describes procedures for submitting, processing, and handling of requests for substitution and product options. Any substitution or option shall be in accordance with provisions of Contract Documents.
- B. See Instructions to Bidders for additional information.

1.3 SUBMITTALS

- A. Address submittals to Architect.

1.4 PRODUCT SELECTION - GENERAL

- A. Base all bids on materials, equipment and procedures specified.
- B. Certain types of equipment and kinds of material are described in Specifications by means of trade names, catalog numbers and/or manufacturer's names. This is not intended to exclude from consideration other items which may be capable of accomplishing the purpose indicated.
- C. Other types of equipment and kinds of material may be acceptable to Owner and Architect. (Prior approval required; see pages SRF-1 and SRF-2 following the Instructions to Bidders, for format).
- D. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.
- E. Equipment, materials and methods of construction, if not specifically indicated, must be approved in writing by Architect and be agreed upon by Owner prior to letting of Contract.
- F. Architect reserves the right to require substitute items to comply color- and pattern-wise with base specified items, if necessary to achieve "design intent."
- G. No substitution will be permitted after letting of Contract, except as indicated herein.
- H. Conditional bids and voluntary alternates will not be considered.

1.5 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, any product meeting standards may be used.

- B. For products specified by naming several products or manufacturers, use any product or manufacturer named.
- C. For products specified by naming one manufacturer and product, and several optional manufacturers or products, select any named product and manufacturer which meets all specification criteria.
 - 1. Contract Documents are based upon use of primary manufacturer.
 - 2. By use of optional manufacturer or product, Contractor acknowledges that he will be responsible for all adjustments to fit product to the Work and for providing all additional work, equipment, and services required by use of product, at no additional cost to Owner.

1.6 REQUESTS FOR SUBSTITUTION

- A. Refer to Instructions to Bidders, Paragraph IB.2.3.

1.7 SUBMITTAL DATA

- A. Complete data substantiating compliance of proposed substitution with Contract Documents. (Note: It is the responsibility of the submitter to supply the Architect with complete description and technical information so that the Architect can properly appraise the submittal. Lack of proper and sufficient information will be sufficient cause for rejection. Burden of proof of merit of requested substitution is on submitter.)
- B. For products:
 - 1. Products identification, including manufacturer's name.
 - 2. Manufacturer's literature, **marked to indicate specific model, type, size, and options to be considered:**
 - a. Product description.
 - b. Performance and test data.
 - c. Reference standards.
 - d. Difference in power demand, air quantities, etc.
 - e. Dimensional differences from specified unit.
 - 3. Full size samples if requested. Architect reserves the right to impound sample until physical units are installed on project for comparison purposes. Requester will pay all costs of furnishing and return of samples. Architect is not responsible for loss of, or damage to, samples.
 - 4. Name and address of similar projects and name of Owner's Representative who can be contacted to discuss product, installation, and field performance data.
- C. For construction methods:
 - 1. Detailed description of proposed method.
 - 2. Illustrate on drawings.
- D. Itemized comparison of proposed substitute to specified item.
- E. Data relating to changes in construction schedule.
- F. Relation to separate contracts.
- G. Cost of proposed substitution in comparison with product or method specified.

1.8 SUBSTITUTION AFTER BID DATE

- A. No substitutions will be considered after bid date except for non-availability of specified item due to strikes, lockouts, bankruptcy, discontinuance of production, proven shortage, or similar occurrences or when the Contractor pays the Owner a credit acceptable to the Owner and compensates the Architect for additional review time.
- B. Notify Architect, in writing (with a copy being sent to the Architect with substantiating data) as soon as non-availability becomes apparent, to avoid delay in construction.
- C. Forward submittal data as required for substitutions above.

1.9 REJECTION OF SUBSTITUTION OR OPTIONAL ITEMS

- A. Substitutions and/or options will not be considered if:
 - 1. They are indicated or implied on shop drawings, or project data submittals, without formal request submitted in accordance with this Section.
 - 2. Acceptance will require substantial revision of Contract Documents or building spaces.
 - 3. Request for substitution does not indicate specific item for which request is submitted. Acceptance of a manufacturer only will not be made.

1.10 PRIOR APPROVALS

- A. Prior approval does not automatically mean equipment is approved. Final submittals and shop drawings shall be made as required by the Specifications for final approval of all equipment and materials. Any changes required due to substitution is the Contractor's responsibility.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 2613 - REQUESTS FOR INTERPRETATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Administrative requirements for requests for information / interpretation.

1.3 DEFINITIONS

- A. Request For Information / Interpretation (RFI):
 - 1. A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
 - 2. A properly prepared request for information / interpretation shall include a detailed written statement that indicates the specific Drawing(s) or Specification(s) in need of clarification where information is not clearly shown on the Contract Documents and the nature of the clarification requested.
 - a. Drawings shall be identified by Drawing number and location on the Drawing sheet.
 - b. Specifications shall be identified by Section number, page and paragraph.
 - c. Requests for Information: Request made by Contractor concerning information not indicated on Drawings nor contained in Project Manual that is required to properly perform the work.
 - d. Requests for Interpretation: Request made by Contractor in accordance with the Contract for construction.
- B. Improper RFIs:
 - 1. RFIs that are not properly prepared.
 - 2. RFIs which request information that is clearly shown on the Contract Documents.
 - 3. Improper RFIs will be rejected by the Architect. The Contractor will be notified by the Architect upon rejection of improper RFIs.
- C. The Contractor shall fully acquaint himself with the Bid Documents prior to bidding this Project. Neither improper nor frivolous RFIs will be allowed as basis for Change Orders claiming additional costs and/or time extensions.

1.4 CONTRACTOR'S REQUESTS FOR INFORMATION

- A. RFIs shall be submitted on Document 01 2613a - Request for Information / Interpretation included at the end of this Section.
 - 1. Electronic forms shall be completely filled in and electronically distributed to the Architect's Construction Administrator via e-mail.
 - 2. RFIs shall be submitted in numerical order with no breaks in the consecutive numbering.

3. Each page of attachments to RFIs shall bear the RFI number and shall be consecutively numbered in chronological order.
 4. Faxed RFIs will not be accepted. The Contractor will be required to scan back-up information into an electronic format acceptable to Architect.
 5. RFIs submitted by e-mail are to be followed by a signed "hard copy" at the next weekly job meeting.
 - a. Address for e-mail will be distributed at the Pre-Construction Conference.
- B. When the Contractor is unable to determine from the Contract Documents the material, process or system to be installed, the Architect shall be requested to make a clarification of the indeterminate item.
1. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item, Contractor shall prepare and submit an RFI to the Architect.
- C. Contractor shall endeavor to keep the number of RFIs to a minimum. In the event that the process becomes unwieldy, in the opinion of the Architect, because of the number and frequency of RFIs submitted, the Architect may require the Contractor to abandon the process and submit future requests as either submittals (within 30 days of Notice to Proceed), substitutions or requests for change.
- D. RFIs shall be originated by the Contractor.
1. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the Architect.
 2. RFIs from subcontractors or material suppliers sent directly to the Architect or the Architect's consultants shall not be accepted and will be returned unanswered.
- E. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFIs that request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.
- F. In the cases where RFIs are issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. **RFIs which fail to include a suggested solution will be returned unanswered with a requirement that the Contractor submit a complete request.**
- G. RFIs shall not be used for the following purposes:
1. To request approval of submittals,
 2. To request approval of substitutions,
 3. To request changes which are known to entail additional cost or credit. (A Change Order Request form shall be used.)
 4. To request different methods of performing work than those drawn and specified.

- H. In the event the Contractor believes that a clarification by the Architect results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Change Order (or Construction Change Directive, if applicable to project) is prepared and approved. RFIs shall not automatically justify a cost increase in the work or a change in the project schedule.
 - 1. Answered RFIs shall not be construed as approval to perform extra work.
 - 2. Rejected RFIs will be returned with a stamp or notation: Rejected.
- I. Contractor shall prepare and maintain a log of RFIs, and at any time requested by the Architect, Contractor shall furnish copies of the log showing outstanding RFIs. Contractor shall note unanswered RFIs in the log.
- J. Contractor shall allow a reasonable period of time to review and respond to RFIs. RFI response time is relative to complexity and number of professionals affected.
 - 1. The Architect will endeavor to respond in a timely fashion to RFIs.
 - 2. RFI shall state requested date/time for response; however, this requested date/time for response is not a guarantee that the RFI will be answered by that date/time if that date/time is deemed inadequate or insufficient.

1.5 ARCHITECT'S RESPONSE TO RFIs

- A. The Architect will respond to RFIs on one of the following forms:
 - 1. Properly prepared RFIs:
 - a. Response directly upon RFI form.
 - b. Architect's Supplemental Instruction.
 - c. Request for Proposal.
 - 2. Improper or Frivolous RFIs: Rejected RFIs will be returned with a stamp or notation: Rejected.
 - 3. Answers to properly prepared RFIs may or may not be made directly upon the RFI form as deemed appropriate by the Architect.
- B. The Architect may opt to retain RFIs for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of responding on a written form.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

REQUEST FOR INFORMATION / INTERPRETATION

Project:	R.F.I. Number: _____
	From: _____
To: _____	Date: _____
Fax: _____	A/E Project No: _____

Specification Section:	Paragraph:	Drawing Reference:	Detail
------------------------	------------	--------------------	--------

Request:

* Requested Date/Time for Response:

(The undersigned acknowledges review of Section 01 2613 in its entirety.)

Signed by: _____

Response:

☐ Attachments

Response From:	To:	* Date Rec'd:	* Date Ret'd:
----------------	-----	---------------	---------------

Signed by: _____

Copies: ☐ Owner ☐ Contractor ☐ _____ ☐ _____ ☐ _____ ☐ File

* Contractor shall allow a reasonable response time for RFIs. (See Section 01 2613.)

SECTION 01 2973 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work Included: Provide detailed Schedule of Value breakdowns, of the agreed Contract Sum, showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related Work
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 01 of these specifications.
 - 2. Schedule of Values is required by the General Conditions.
 - 3. Schedule of Values is required to be compatible with the "continuation sheet" accompanying applications for payment, as described in Division 01 Section "Progress Payment Procedures."

1.3 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

1.4 SUBMITTALS

- A. Prior to first application for payment, submit a proposed Schedule of Values to the Architect.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.
 - 2. Secure the Architect's approval of the Schedule of Values prior to submitting first application for payment.
 - 3. Detail shall include, at a minimum, Specification division, by building, by trade, by major activity.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 2976 - PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section describes procedures for submitting Applications for Payment.
- B. Refer also to General Conditions Article 9.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

- A. Submit pay application in accordance with General Conditions 9.3.1. Approvals shall be made in accordance with General Conditions 9.6.1.
- B. Provide supporting data substantiating the Contractor's right to payment as the Owner and Architect may require. See Paragraph 3.2 Applications for Payment (below) for requirements.
- C. Submit estimates of the cost of work to be completed during the current calendar month with the Application for Payment.
- D. Submit lien waivers covering the payment that was paid to Contractor for the previous calendar month.
- E. Submit updated monthly Schedule.
- F. Review as-built drawings with Architect.
- G. Supplemental Agreement (Stored Materials).

3.2 APPLICATIONS FOR PAYMENT

- A. Submit the Application for Payment on AIA Documents G702 and G703, and the Application and Certificate for Payment on a Continuation Sheet.
- B. Furnish 1 original Application for Payment and digital copy.
- C. Application for Payment will serve as a certification of the status of project.

- D. Signature on Application for Payment to be that of duly authorized agent of the Contractor.
- E. Applications for Payment must be accompanied by lien waivers from Contractor, his subcontractors, sub-subcontractors, and suppliers or receipted invoices covering payments paid to Contractor for the previous calendar month.
- F. Lien waivers must show amount paid.
- G. Itemize Applications for Payment:
 - 1. Heading completed in full.
 - 2. Original contract sum.
 - 3. Change order summary completed.
 - 4. Net charge by change order.
 - 5. Contract sum to date.
 - 6. Total completed and stored to date.
 - 7. Retainage section completed.
 - 8. Total earned, less retainage.
 - 9. Amount of previous payments.
 - 10. Current payment due.
 - 11. Balance to finish.
 - 12. Notarized section completed.
 - 13. AIA Document G703 completed.

END OF SECTION

SECTION 01 3119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Project Meetings are held to enable an orderly review of the work as it progresses on a periodic basis. It also provides an opportunity for systematic discussion of cost, schedule, problems and solutions. The Owner will conduct project meetings throughout the construction period.
- B. The Contractor's relationship with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not a part of project meetings content.
- C. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

- A. To the maximum extent practicable, advise the Owner at least 3 working days in advance of project meetings regarding all items to be added to the agenda.
- B. The Contractor will compile minutes of each project meeting and will furnish copies to the Owner. The Contractor may make and distribute such other copies as he wishes. Distribution of meeting minutes shall be two days prior to the next regularly scheduled meeting.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below the preconstruction meeting and project meetings will be held on a periodic basis. Meeting dates and times will be coordinated in an effort to allow all parties whose participation is essential.

3.2 MEETING LOCATION

- A. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRECONSTRUCTION MEETING

- A. The Owner will conduct the preconstruction meeting which shall be scheduled within ten (10) days after the Owner has issued the Notice to Proceed. It will be attended by authorized representatives of the Contractor, all major Subcontractors, the Architect, the Owner, and other interested parties.
- B. Minimum Agenda: Distribute data on, and discuss:
 - 1. Organizational arrangement of Contractor's forces and personnel, personnel of subcontractors, materials suppliers, Architect, and Owner.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work. A three week schedule will be prepared and updated for each project meeting and utilized by the Contractor as well as the overall project schedule.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 - 6. Processing of field decisions and Change Orders.
 - 7. Rules and regulations governing performance of the Work.
 - 8. Procedures and responsibilities regarding Project Record Documents.
 - 9. Procedures and responsibilities regarding operations and maintenance information and training Owner's personnel.
 - 10. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.
 - 11. Personnel Resumes.
 - 12. Construction Phasing and Cash Flow.
 - 13. Placement of Temporary Facilities and Utilities.
 - 14. Schedule of Major Equipment Suppliers.

3.4 PRE-INSTALLATION MEETINGS

- A. The Contractor shall conduct a pre-installation meeting at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner of scheduled meeting dates.
 - 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents.
 - b. Shop Drawings, Product Data and quality control Samples.
 - c. Compatibility problems.
 - d. Time schedules.
 - e. Weather limitations.
 - f. Manufacturer's recommendations.
 - g. Compatibility of materials.
 - h. Acceptability of substrates.
 - i. Governing regulations.
 - j. Safety.
 - k. Inspection and testing requirements.
 - l. Required performance results.

- m. Recording requirements.
 - n. Protection.
- 2. Record significant discussions and agreements and disagreements of each meeting, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
- 3. Do not proceed if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the meeting at the earliest feasible date.

3.5 PROJECT MEETINGS

- A. The Owner shall conduct the project meetings every other week (bi-weekly). To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.
- B. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minutes of previous meeting.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Present and discuss Contractor's updated three week schedule.
 - 4. Identify problems which impede planned progress.
 - 5. Develop corrective measures and procedures to regain planned schedule.
 - 6. Discuss changes in the work.
 - 7. Complete other current business.
 - 8. Review Progress Report.

END OF SECTION

SECTION 01 3200 - CONSTRUCTION DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish progress reports as indicated, in accordance with provisions of Contract Documents.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL

- A. General Contractor shall prepare a comprehensive daily log and maintain it during entire project period.
- B. General Contractor shall utilize the daily log entries for compilation into monthly Progress Reports.

3.2 REPORTS

- A. Each Progress Report should include the following data for each day of entire project period.
 - 1. Manpower, by trade.
 - 2. Work being performed, with location.
 - 3. Weather.
 - 4. Situations or circumstances which could delay work or give cause for claims for extension of time or added cost.
 - 5. List of visitors' names, to include officials, Owner's representative, and other authorities. Record their observation.
 - 6. Major equipment utilized.
 - 7. Safety incidents or reported violations.

END OF SECTION

SECTION 01 3216 - CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. To assure adequate planning and execution of the Work so that the Work is completed by the date allowed in the Contract, and to assist the Owner or his Representative in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.
- B. Contractor should employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing and use of Critical Path Method or PERT, and in preparation and issue of periodic reports as required below.
- C. The Contractor and Architect shall mutually agree on the format of the construction schedule documents.

1.3 RELIANCE UPON APPROVED SCHEDULE

- A. The ultimate responsibility for timely completion of all contract milestones and the completion of the contract shall be that of the Contractor.
- B. Should any activity not be complete within 7 calendar days after the stated scheduled date, (approved and accepted construction delays will be taken into consideration) the Architect shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
- C. Costs incurred by the Architect in connection with expediting construction activity under this Article shall be reimbursed to the Owner and Architect by the Contractor.
- D. It is expressly understood and agreed that failure by the Architect to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent-setting for any other activities.
- E. The schedule must accommodate Owner planned activities.

1.4 PRELIMINARY AND CONSTRUCTION ANALYSIS

- A. Within 5 calendar days after receipt of Notice to Proceed, submit a digital copy of a final construction schedule prepared in accordance with this Section.

- B. See instructions to complete work within date specified for further clarification. Submit with the monthly payment application 2 prints of the updated construction schedule prepared in accordance with this Section. An electronic copy of both the Schedule and Material Status Reports shall be attached to the meeting minutes.

PART 2 - REPORT FORMATS

2.1 CONSTRUCTION DIAGRAM

- A. The Schedule or Construction Diagram must be a standard and accepted computer generated schedule of activities that shall graphically show the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his Project Field Superintendent in coordination with all subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:
 - 1. Project mobilization;
 - 2. Anticipated date of Construction Permit.
 - 3. Submittals and approvals of shop drawings and samples;
 - 4. Procurement of equipment and critical materials;
 - 5. Fabrication of special material and equipment, installation and testing;
 - 6. Final cleanup;
 - 7. Final inspection and testing;
 - 8. All activities determined by the Owner to affect the progress of required dates for completion, for all and for each part of the work.
 - 9. Project milestones.
- B. The detail of information shall be such that duration times of activities shall normally range from 1 to 25 calendar days. The selection and number of activities shall be subject to Owner approval.
- C. Show on the diagram, as a minimum for each activity, description of each activity, duration in calendar days of each activity, completion of each activity, and how each activity affects each other activity. Submit diagram on a sheet 30" high, or agreed height by the Owner, by the width required.
- D. The diagram shall have the capability of being zoned; i.e. group activities by building by trade within a designated zone on the page.
- E. The Contractor shall additionally provide a three-week Bar Chart type schedule for review at each weekly project meeting. The information shall be detailed by activity and updated weekly to demonstrate work progress from the previous week and for the next two week period. The three-week schedule should be based upon the information contained within the approved Project Schedule. Each activity schedule to be complete during a previous week that is not accomplished shall be explained during the current weekly meeting with solutions for upgrading the activity and/or statements relative to the delays to explain same.

PART 3 - CONSTRUCTION STATUS REPORT

3.1 CONTENT

- A. Report actual progress by updating the mathematical analysis as indicated below.
- B. Note on the summary report, or clearly show on a revised issue the affected portions of the detailed diagram, all revisions causing changes in the detailed program.
- C. Revise the summary report monthly for continued clarity.
- D. Describe activities or portions of activities completed during the reporting period.
- E. State the percentage of Work actually completed and schedule as of the report date, and the progress along the critical path in terms of days ahead or days behind the scheduled dates.
- F. If the Work is behind schedule, also report progress along other paths with negative slack.
- G. Include a narrative report which shows, but is not necessarily limited to:
 - 1. A description of the problem areas, current and anticipated;
 - 2. Delaying factors, and their impact;
 - 3. An explanation of corrective actions taken or proposed.

3.2 REVISIONS

- A. Make only those revisions to the approved Construction Schedule and approved Material Status Reports as they are approved in advance by the Architect. This includes adjustments to original durations and original logic.

END OF SECTION

SECTION 01 3324 - ELECTRONIC SUBMITTAL OF SHOP DRAWINGS AND PRODUCT DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to Division 01 Section "Shop Drawings, Product Data and Samples" for typical submittals of shop drawings and product data.

1.2 DESCRIPTION

- A. General:
 - 1. Furnish labor, materials, tools, equipment and services for furnishing, processing, delivery, reproduction and other functions for scheduling and handling of shop drawings and product data as indicated, in accordance with Contract Documents.
 - 2. See General Conditions for additional requirements.
- B. Types of Submittals:
 - 1. Two types of submittals are required for this project: Confirmation Notice Submittal and Regular Submittals.
 - 2. Confirmation Notice Submittals are described in Paragraph 1.6 below.
- C. See Technical Sections for items for which data are required. Specific requirements for work-related submittals (work of this Section) are specified in applicable sections for each unit of work.
- D. Related Work:
 - 1. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work, and not processed as shop drawings, product data, or samples.

1.3 ADDRESS FOR SUBMISSION

- A. Submit all items to the Architect for review distribution indicated within these documents.

1.4 SUBMITTAL - GENERAL

- A. Intent: The Contract Documents define materials, products, fabrications and installations required; no departure from requirements of Contract Documents is permitted. The Architect's review of certain submittals is intended to be a preview of Contractor's proposed solution to work, which is specified by performance, rather than prescriptive terms, for which Contractor is allowed a choice of solutions among available options. The Architect will review and take

appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted with reasonable promptness, consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Architect shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions of those for which submissions for correlated items have not been received.

B. Contractor shall be responsible for and make all submissions.

1. Transmit all submittals to Architect in accordance with Contractor's Schedule of Submittals. **All submittals, except samples and color selection submittals, shall be in electronic pdf file format.**
2. Transmit all items on a shop drawing transmittal form with copies to the Owner. (See Contractor's manual for approved content form.) Transmittal shall identify the Project, Contractor, subcontractor, fabricator or manufacturer, date submitted, and date of preparation. **Shop drawing transmittal form shall be first page of electronic file.**
3. Identify each transmittal using the 6-digit specification number with a dash and an added number, i.e., metal handrails might be numbered 055000-1. If returned for re-submission, second submission would be 055000-1A or 055000-1.1. Should submittal be rejected a second time, then the Contractor may be required to reimburse the Owner / Architect for labor to review subsequent submissions.
4. All submittals for all equipment in a given system, such as an air handling system, shall be submitted at one time, and each a complete set in a **single electronic file**.
5. Submittals shall indicate types, gauges, style, finishes, etc., of all materials. Sufficient data shall be included to permit a detailed study of the product or system submitted. All submittals shall include installation instructions and ICBO/ICC reports where applicable.
6. Each submittal shall be marked to clearly indicate the use for which product, material, or procedure is being submitted for consideration. Each item submitted shall be marked for identification with the applicable page and paragraph number of the Specifications and/or the detail and sheet number of the Contract Drawings.
7. Piping, conduit, equipment, etc., submittals shall be accompanied with support / suspension information intended to be used for installation.
8. Develop for maintenance by the Architect a register of all submittals and their status. The register will be reviewed each week at the project meeting.

C. Review all items prior to submissions to Architect and stamp indicating Contractor's:

1. Verification of all field dimensions and quantities.
2. Verification of field construction criteria, materials, catalog numbers and similar data.
3. Review and coordination of submittal data with requirements of the Work and the Contract Documents.

D. Indicate any item, component, material or portion of Work which deviates from Contract Documents. Unless such departures are accepted as indicated in paragraph "Review," such departures will not be permitted.

- E. Make submittals sufficiently in advance of data required to allow Architect, or Owner reasonable time for review and additional resubmission and review cycles if necessary.
 - 1. Items submitted without Contractor's review stamp will be returned, without action, for resubmission.
 - 2. Items not submitted in accordance with provisions of this section will be returned, without action, for resubmission.
 - 3. Submissions on items not approved for use by specifications or addenda will be rejected.
 - 4. Drawings transmitted to the Architect by other than the Contractor will be returned to the Contractor without action of any kind. Drawings will not be returned to subcontractors.
 - 5. A maximum of 10 full working days shall be allowed for submittals to be in Architect's office for Architects review, except attempt will be made to expedite submittals marked as "rush," provided all submittals are not marked "rush." Transmittals / submittals marked "rush" and sent by regular mail will not be given preferential attention. Contractor / suppliers letters will not be considered or acted on in lieu of manufacturer's printed information and/or instructions.

1.5 SUBMITTAL SCHEDULE

- A. Following Notice of Award, and prior to signing Owner / Contractor Agreement, submit to the Architect an itemized schedule, indicating proposed initial submittal dates for all items.
 - 1. Include all shop drawings, data, samples and other items required to be submitted by Contract Documents including operations and maintenance data.
 - 2. Utilize and maintain this schedule to coordinate submittal requirements and record Architect's action markings as defined herein.
- B. Schedule all items requiring Architect action for submission during first 25 percent of overall construction period, starting with the Notice to Proceed.
- C. The Contractor will prepare the submittal log on a computerized spread sheet and submit to the Architect a copy of the **electronic file**. Coordinate with the Architect prior to actual entry. The Architect will maintain the data during the project.
- D. Form: Prepare submittal schedule in same sequence as Specification Table of Contents; cross reference each item to corresponding Specification Section. List generic work element, followed by exact product reference intended, for incorporation into the work and identify fabrication / manufacturer, and submittal dates in successive column format. Provide blank columns for action markings and resubmittal records.
 - 1. Correlate submittal schedule with, and submit in conjunction with, the Product Confirmation List described herein.
- E. Product Review: For materials / products where no submittal requirements are identified within individual technical sections of the Project Manual, no additional submittals are required beyond confirmation listing. Comply with detailed requirements of Contract Documents.

1.6 CONFIRMATION NOTICE SUBMITTAL

- A. Contractor shall provide a letter of confirmation (Confirmation Notice Submittal) **in Adobe Acrobat file format** in lieu of Product Data and Samples when the following criteria are met for products incorporated in the Work:
 - 1. Contractor provides exact brand, model number, finish and color specified or indicated on the Drawings or Schedules.
- B. Shop Drawings shall be submitted when the following conditions occur:
 - 1. Fabrication is required.
 - 2. Installation details and instructions are required in order to achieve proper execution of Work.
 - 3. Contractor has selected an approved manufacturer whose products have not been specified or shown by exact make or model number.
- C. Record relevant information on the Confirmation Notice Submittal. Include Specifications Section article and paragraph number and product manufacturer, name and model number. Include finishes and colors as applicable for products specified.
- D. The Architect will not review items submitted by the Contractor (such as Product Data, etc.) which are submitted for confirmation purposes only.
- E. Full submittal (Product Data, Samples, Reports, Shop Drawings) are required for specified items which have been discontinued, or which have been materially changed by the manufacturer, since the Contractor's bid was received or contract awarded. This includes, but is not limited to, discontinued finishes or colors.
- F. At the request of the Architect, full submittal may be required for items with critical dimensions or tolerances requiring coordination with other pieces of the Work.

1.7 PRODUCT CONFIRMATION LIST

- A. Following Notice of Award, and prior to signing Owner / Contractor Agreement, submit to the Architect **a** complete list of products, equipment and subcontractors proposed for use **in Adobe Acrobat file format**.
- B. Tabulate by specification section, and organize listing in same sequence as Specification Table of Contents.
- C. Only items which have been specified or approved by addenda may be used. This listing shall provide the Owner with confirmation of which products and materials, among available options allowed by Contract Requirements, will be utilized in the Work.
- D. No partial payment requests will be processed until this data and other submissions required by Contract Documents are received.

- E. For products specified under reference standards, approved equal products, or products of optional manufacturers, include with listing of each product:
 - 1. Name and address of manufacturer.
 - 2. Trade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data.
 - a. Performance and test data.
 - b. Reference standards.
- F. Correlate Product Confirmation List with, and submit in conjunction with, the Submittal Schedule described herein.

1.8 SUBMITTALS - SHOP DRAWINGS AND PRODUCT DATA

- A. Identify drawings with manufacturer, item, use, type, project designation, specification section or drawing detail reference.
 - 1. Provide newly-prepared technical data specifically for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form, for general application to several projects. Do not reproduce Contract Documents as basis of shop drawings.
- B. Submit **electronic file in Adobe Acrobat file format** until approval is obtained. **A marked up electronic file** will be returned.
 - 1. **Files shall be submitted on compact disk. Files less than 5 MB in size may be emailed. Disks and emails shall be identified with project name and submittal number.**
 - 2. Marks on **electronic files** by Contractor shall not be in red.
- C. Submit standard items like equipment brochures, catalog cuts of fixtures, or standard catalog items in **electronic file format**.
 - 1. Indicate exact item or model and all proposed options.
 - 2. Include scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls and other pertinent data.
 - 3. Provide standard printed information on materials, products and systems; data may be submitted that is not specially prepared for this project, other than the designation, if selections from among available choices are printed therein. Include manufacturer's standard printed recommendations for application and use, compliance with standards, applications of labels and seals, maintenance information, and special coordination requirements for installation.
- D. **Electronic file shall include the shop drawing** transmittal letter to the Architect for each submittal and resubmittal.
- E. The Contractor is required to prepare, submit and coordinate in a timely manner all deferred submittals required by the International Building Code, regulatory agencies, or as identified on the Drawings.

1.9 SUBMITTALS - SAMPLES

- A. Refer to Division 01 Section "Shop Drawings, Product Data and Samples"

1.10 MISCELLANEOUS SUBMITTALS

- A. Inspection and Test Reports: Classify each as either "shop drawing" or "product data," depending upon whether report is uniquely prepared for project, or a standard publication of workmanship control testing at point of production, and process accordingly.
- B. Warranties: Refer to Division 01 Section "Warranties" for specific general requirements on warranties, product / workmanship bonds, and maintenance agreements, In addition to copies desired for Contractor's use, furnish 2 executed copies, except furnish 2 additional (conformed) copies where required for maintenance manuals.
- C. Standards: Where copy submittal is indicated, submit copies for Architect's and Owner's use. Where workmanship at project site and elsewhere is governed by standard, furnish additional copies to fabricators, installers, and others involved in performance of the Work.

1.11 ARCHITECT REVIEW

- A. Reproduce and distribute submittals that the Architect reviews and stamps as follows, to indicate the action taken:
 - 1. Reviewed: Where submittal is marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Reviewed -- Additional Information Required: Where submittal is marked "Reviewed -- Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.
 - 3. Furnish As Corrected: When submittal is marked "Furnish As Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 4. Revise and Resubmit: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - 5. Rejected: When submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal as required by Contract Documents.
- B. Contractor shall retain 1 copy of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal on file at the job site.
- C. Architect shall retain **a copy** of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal in the project file. Architect shall distribute 1 copy to the Contractor and 1 copy to the Owner.

- D. Contractor shall resubmit items stamped "Revise and Resubmit" or "Rejected" by Architect.
 - 1. Provide a **copy of previously submitted information** with resubmission for comparison.
 - 2. Add letter suffix to previous transmittal number, to indicate resubmission.
 - 3. It shall be the Contractor's responsibility to assure that previously approved documents are destroyed when they are superseded by a resubmittal.
- E. Architect review is general and does not:
 - 1. Permit departure from Contract Documents.
 - 2. Relieve Contractor from responsibility for errors in detail, in dimensions or related items.
 - 3. Approve departure from previous instructions or details.
 - 4. Relieve Contractor of the responsibility to provide all components, wiring, etc., required to make item operable or usable.
 - 5. Imply acceptance of items for which no data is submitted.
- F. For items constituting a departure from Contract Documents see Division 01 Section "Substitution Procedures."
- G. Reviewed samples submitted or constructed and approved by Architect constitute criterion for judging completed work. Finish work or items not equal to samples will be rejected.
- H. Start of work which requires submittals, prior to return of submittals with Architect stamp indicating review and approval is at Contractor's risk.
- I. Distribute final approved copies of submittal.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 3333 - ELECTRONIC DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The Architect, if requested, will provide the Contractor with one electronic copy of the Contract Document Drawings for distribution to subcontractors and suppliers at no cost. The electronic copy will be provided in .dwg format.
- B. For additional copies, the Architect shall be paid a service fee of \$250.00, plus \$50.00 for each sheet as requested by the Contractor in accordance with the Agreement. Electronic files of these sheets will be released upon receipt of payment.

1.3 REFERENCES

- A. A copy of the AIA Document C106-2007 Digital Licensing Agreement is included at the end of the Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

DRAFT AIA® Document C106™ – 2007

Digital Data Licensing Agreement

AGREEMENT made as of the day of in the year «–» day of «–» in the year «Two Thousand and».

BETWEEN the Party transmitting Digital Data ("Transmitting Party"): (Name, address and contact information, including electronic addresses)

«Michael Taylor Architects, Inc.» «118 South Pleasant Street » «Prescott, AZ 86303 » « »

and the Party receiving the Digital Data ("Receiving Party"): (Name, address and contact information, including electronic addresses)

« » « » « » « » « » for the following Project: (Name and location or address)

«Mohave Community College» «Allied Health Sciences Building II» Bullhead City, AZ 86442 Yavapai County Elections Center Remodel MTAI Project No. 23008-11037

In consideration of the following promises exchanged, the Parties agree as follows:

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	TRANSMISSION OF DIGITAL DATA
3	LICENSE CONDITIONS
4	LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this agreement does not create any other contractual relationship between the parties.

§ 1.3 Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.3.1 Confidential Information is defined as Digital Data that the Transmitting Party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively to perform services or construction for the Project in accordance with the conditions set forth in Article 3.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data and grant a license for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.3 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.4 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.5 The Receiving Party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The parties agree to the following conditions on the limited license granted in Section 2.1:

(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)

«Architect-Engineer of Record (AER) makes no representation as to the compatibility of the Computer Aided Drafting/Building Information Model (CAD/BIM) files with any hardware or software.

AER makes no representation regarding the accuracy, completeness, or permanence of CAD/BIM files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD/BIM files may not have been incorporated. In the event of a conflict between the AER's sealed Contract Drawings and CAD/BIM files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or

AIA Document C106™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:16:21 on 09/23/2011 under Order No.8937226723_1 which expires on 04/27/2012, and is not for resale.

User Notes:

(1449935207)

Third Party's (OCT) responsibility to determine if any conflicts exist. The CAD/BIM files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

The use of CAD/BIM files prepared by the AER shall not in any way obviate the OCT's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

This Agreement shall be governed by the laws of the principal place of business of the AER.

»
ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

§ 4.1 The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation ~~There is no charge to the Owner receiving Architect-Engineer generated Digital Data for its internal facility management use.~~

The Transmitting Party agrees to send the Digital Data upon receipt of the fee or other compensation as indicated in Specification Section 013333, Electronic Drawings, for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

«The Transmitting Party will provide the Digital Data, dated _____, for the following drawings:

Drawings were prepared on the following:

Computer Software: _____ / Version: _____.

»
This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™-2007, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)

« »

TRANSMITTING PARTY (Signature)

RECEIVING PARTY (Signature)

(Printed name and title)

(Printed name and title)

SECTION 01 4200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700

AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute, The www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917

ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010

BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175

CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200 (800) 328-6306
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electrical Components Association www.ec-central.org	(703) 907-8024
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee http://content.asce.org/ejcdc/	(703) 295-6000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	(800) 967-5352
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00

FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridarooft.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association Division of Air-Conditioning, Heating, and Refrigeration Institute (AHRI) www.ahrinet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900

HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAPSC	International Association of Professional Security Consultants www.iapsc.org	(515) 282-8192
ICBO	International Conference of Building Officials www.iccsafe.org	(888) 422-7233
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
ICPA	International Cast Polymer Association www.icpa-hq.org	(703) 525-0320
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society of North America www.iesna.org	(703) 525-0320
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 255-1561
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISA	Instrumentation, Systems, and Automation Society, The www.isa.org	(919) 549-8411
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (801) 341-7360
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11

KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LGSEA	Light Gauge Steel Engineers Association www.arcat.com	(202) 263-4488
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926

NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 222-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818

NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.org	(901) 526-5016
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.cee.uiuc.edu	(217) 333-3929
PTI	Post-Tensioning Institute www.post-tensioning.org	(248) 848-3180
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499

SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SCAQMD	South Coast Air Quality Management District www.aqmd.com	(909) 396-2000
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026

SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association www.tema.org	(914) 332-0040
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800

USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (312) 321-6802
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institut fur Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

PBS	Public Buildings Service (See GSA)	
PHS	Office of Public Health and Science http://www.hhs.gov/ophs/	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772
USPS	Postal Service www.usps.com	(202) 268-2000

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	

FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil/ Available from Defense Standardization Program www.dsp.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
F.	State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
AZDEQ	State of Arizona Department of Environmental Quality www.azdeq.gov	(602) 771-2300
G.	Local Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.	
FCD	Flood Control District of Maricopa County www.fcd.maricopa.gov	(602) 506-1501
MAG	Maricopa Association of Governments www.mag.maricopa.gov	(602) 254-6300

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work Included: All labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the Contract, including those indicated and specified. The Drawings identify storage areas allocated to the Contractor for the Work, and he shall limit his storage and office operations to the defined areas.
- B. Maintenance and Removal: Maintain temporary facilities and controls in a clean, proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, remove all temporary facilities and controls from the premises.

1.3 UTILITIES

- A. Electric power as required for the Contractor's use, shall be provided by the Contractor via existing Owner infrastructure.
 - 1. Electrical subcontractor will make arrangements for and install all equipment, poles, meter, wiring, switches, outlets, etc., to provide for all lighting and power requirements for construction purposes.
 - a. Remove all temporary electrical equipment, poles, meter, wiring, switches, outlets, etc. when no longer needed.
 - b. At completion of Work, remove and replace all parts of permanent systems damaged.
 - 2. Temporary electrical power used will be paid for by the Owner.
- B. Mechanical subcontractor will make all arrangements; install equipment, piping, and outlets for an adequate supply of clean water for construction purposes.
- C. The General Contractor will furnish drinking water for all those connected with the work.
 - 1. Supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountain for the use of employees on the project. The quality of the drinking water shall meet the standards for public water supplies of the County Health Department.

1.4 TOILET FACILITIES

- A. General Contractor will provide temporary toilet facilities for use of all workmen and enforce their use by all personnel.
 - 1. Provide facilities complying with local and State sanitary laws and OSHA regulations.
 - 2. Maintain in clean, sanitary condition.
 - 3. Provide adequate supplies of toilet paper.
 - 4. Staff and public restrooms are not to be used by construction personnel.

1.5 ACCESSIBILITY OF VALVES AND CONTROLS

- A. No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., shall be placed in an inaccessible location.
 - 1. Temporary fencing shall have no barbed wire components.
 - 2. Temporary fencing must have adequate contrast for the safety of the visually impaired – contrast may be achieved through color variation panels, signage or other means as approved by the Owner.

1.6 FIRE PROTECTION

- A. Provide adequate fire extinguishers on the premises during the course of construction, of the type and sizes recommended by the NFPA, State Fire Marshal and the 2018 International Fire Code to control fires resulting from the particular work being performed and instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of approved type and capacity are placed in the working area available for immediate use by the workman using the above-mentioned equipment.

1.7 TEMPORARY ENCLOSURES, BARRIERS AND FENCES

- A. Provide and maintain all chain link fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workman, equipment, the public and property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the Municipal, County, State, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.
- B. Provide and maintain pumping facilities, including power, for keeping the site, excavations and structure free from accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken line.

1.8 SCAFFOLDING, STAGING, ETC.

- A. The work under each Section of these Specifications shall include providing, installing, and maintaining all scaffolding, staging, trestles, and planking necessary for the work under each Section in strict conformity with applicable laws, ordinances, and maintenance of same so as not to interfere with or obstruct the work of other trades. Additionally, the work under each Section of these Specifications shall include providing all forms of protection necessary to preserve the work of other trades free from damage. These provisions shall be considered as though repeated under each separate Section of these Specifications.

1.9 SECURITY

- A. Protect both the Contractor and Owner's interest during the progress of construction of the project. The Architect and the Owner do not assume any responsibility, at any time, for the protection of the construction project and construction premises or for the loss of materials, from the time that the Contract operations have commenced until the final acceptance of the Work by the Owner. If a bonded watchman's service is deemed necessary by the Contractor, such protection shall be provided by the Contractor.

1.10 NOISE, DEBRIS AND DUST CONTROL

- A. Exercise all possible care to control excessive noise and dust during the construction to keep these problems to a minimum. All debris, etc., shall be removed from all pipe, pipe chases or other such remote and hidden spaces prior to closing of said space.

1.11 COLLECTION AND DISPOSAL OF WASTE

- A. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste materials and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste material separately from other waste by containerizing properly. Dispose of material in a lawful manner.

1.12 FIELD OFFICE, STORAGE ENCLOSURES

- A. Contractor may provide suitable temporary office facilities within the limits of construction for personal use for the Contractor's administration of the Work in such locations as approved by the Owner. Office space shall be kept clean by the Contractor.
 - 1. Temporary office facilities shall include the following:
 - a. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
 - b. Fire Extinguisher: Provide size, number and type of fire extinguisher required by local fire marshal for office and storage areas.
 - 2. Upon completion of the Project, remove temporary offices and storage facilities, and leave premises in conditions required by the Contract.
- B. Contractor shall provide all storage enclosures required for his operations.
 - 1. General Contractor furnish and install temporary enclosures, doors and transparent plastic windows required to protect building from damage due to vandalism, or the elements, or to maintain suitable temperature during installation or finishing work.
- C. Provide all items required to ensure safety of individuals on site.

1.13 TEMPORARY STORAGE AND WORKING AREAS

- A. Prior to start of Work, General Contractor shall meet with all other contractors to arrange and prepare a plot plan defining working and storing areas for each subcontractor and traffic areas.
 - 1. Except as specifically provided, working and storing outside these areas will not be permitted.
 - 2. Arrange and locate temporary structures and sheds to avoid interfering with construction.

- B. Within area designated for his use, each subcontractor shall provide suitable and sufficient enclosed and covered spaces, with raised flooring, to protect materials and equipment from damage by weather or construction work.
 - 1. Maintain storage and working areas in clean and orderly condition.
 - 2. Upon completion of work, or sooner if directed by Architect, remove temporary structures and leave area in clean and orderly condition.

1.14 STAGING AREAS

- A. If applicable to the Project, the Contractor shall be responsible for meeting and conferring with the local Traffic Engineering Department to determine the areas and limits of all staging areas that will occur outside of the property line of the site.
- B. After the staging limit areas have been determined, the Contractor shall prepare and submit to the local authority, Architect and Owner, a detail drawing of the fenced areas including all traffic control devices required by the local Traffic Barricade Manual.
- C. The entire construction and staging areas shall be fenced to control the limits of access of personnel, equipment, storage and delivery of materials. Contractor shall obtain Municipal and County permits to construct fences in Municipal and County rights-of-way.

1.15 TEMPORARY SIGNS

- A. Signs of Contractors and Subcontractors. No signs identifying the contractor or sub-contractors may be placed on or around the building or project site. Signs to direct personnel to the construction area are allowed but must be approved by the Owner prior to erection. The Contractor shall furnish, erect, and maintain such signs required by safety regulations and necessary to safeguard life and property. All signs shall conform to City of Prescott and Yavapai County, Arizona sign regulations.

END OF SECTION

SECTION 01 6600 - PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 GENERAL REQUIREMENTS

- A. Material and equipment shall be of the manufacture, model, and type specified. Substitute material and equipment approved prior to bidding, in accordance with Division 00 Section "Instructions to Bidders," are incorporated into these Specifications as Addenda.
- B. Material and equipment of acceptable manufacture: An item of material or equipment may be used in place of an item which is specified by manufacturer and model number or type, provided that all of the following provisions are met:
 - 1. The item is manufactured by one of the acceptable manufacturers listed in the Specifications or in this Section. Lighting fixtures are exempt from this provision.
 - 2. The item of material or equipment meets or exceeds the minimum qualities established by the specified item.
 - 3. The item is used throughout the project so that all items of material or equipment used in place of specified items are of the same make and type.
 - 4. The entire cost of all modifications which result from the use of items in place of specified items shall be borne by the Contractor who uses such items, at no additional cost to other Contractors or to the Owner.
 - 5. The Contractor accepts full responsibility for the operability and maintainability of all nonspecified equipment when installed in the available space of the project.
- C. Repeated features or materials must be constructed alike, although detailed or indicated only once. Detail and ornament must continue throughout all moldings, bands, etc. Where items, devices, or equipment are specified singular in number, the Specification shall apply to as many items, devices, or pieces of equipment as are shown on the Drawings or required to complete the installation. Repeated items of equipment or materials shall be of the same manufacture, model number and type.
- D. When bulky material and equipment are furnished by others, the Contractor shall, upon receipt of notice in ample time, leave proper openings to permit the installation and properly close such openings afterward.
- E. When equipment is furnished by others, the Contractor shall use the manufacturer's detail drawings to establish roughing-in dimensions and location of services. In case of conflict, the equipment detail drawings and dimensions shall be used, except where aesthetic or structural considerations make an adjustment necessary.

1.3 DELIVERY, HANDLING, AND STORAGE

- A. Furnish all labor, materials, tools, equipment, work, and services for delivery, receiving, handling, storage, and protection of materials and equipment.
- B. See Technical Sections for additional requirements.
- C. Completely coordinate with Work of other trades.
- D. Although such Work is not specifically indicated, furnish all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.4 CODES AND CONSTRUCTION REQUIREMENTS

- A. Comply with applicable codes.
- B. Accomplish work to avoid damage to property.
- C. Provide fire protection.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRODUCT DELIVERY

- A. By manufacturer's normal means.
- B. In original labeled containers.
- C. Where applicable, with U/L labeling on packages.
- D. Contractor responsible for acceptance at site.
- E. Schedule deliveries to avoid delaying work.
- F. Inspect items for damage upon delivery, reorder as required to avoid delays.

3.2 PRODUCT HANDLING AND STORAGE

- A. Use methods to avoid damage to item or structure.
- B. Protect weather fragile items from weather damage.
- C. Store only in authorized areas on site.
- D. When offsite storage is authorized, perform rehandling to move items to site at no added cost.
- E. Replace or repair damaged items.
- F. Protect installed items as required until acceptance of work.
- G. Uncrate, assemble, if required and remove crate.

3.3 CLEAN-UP

- A. Remove excess materials from site.
- B. Turn over to Owner, excess materials scheduled to remain.
- C. Restore site storage areas as directed by Architect and approved by Owner.

END OF SECTION

SECTION 01 7329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Work Included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover Work to provide for installation, inspection, or both of ill-timed Work.
 - 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective Work.

1.3 QUALITY ASSURANCE

- A. Perform all cutting and patching in accordance with pertinent requirements of the Specifications and in the event no such requirements are determined, in conformance with the Architect's written direction.
- B. In all cases, exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- C. All replacing, patching, and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will upon completion of the work, match the surrounding similar surfaces.

1.4 SUBMITTALS

- A. Request for the Architect's Consent:
 - 1. Prior to cutting which affects structural safety, submit a written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the work, or schedule, indicate a required change of materials or methods for cutting and patching, notify the Architect and secure his written permission prior to proceeding.
- B. Notices to the Architect:
 - 1. Submit written notice to the Architect designating the time the Work will be uncovered, therefore providing a time for the Architect's observation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of Work removed, use materials which comply with the pertinent Section of these Specifications.

PART 3 - EXECUTION

3.1 CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.
- B. After uncovering the Work, inspect conditions affecting installation of new Work.

3.2 DISCREPANCIES

- A. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
- B. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.3 PREPARATION PRIOR TO CUTTING

- A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.4 PERFORMANCE

- A. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and will provide a proper surface to receive new installation or repair and new Work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerance and finishes.

END OF SECTION

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction and location of waste containers at Project site.
 - 2. Division 02 Section "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
 - 3. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.
 - 4. Division 31 Section "Site Preparation" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in four materials streams diverted and end-of-Project rates for salvage/recycling of 75 percent by weight minimum of total waste generated by the Work.
- B. Salvage/Recycle: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible. Owner has established minimum goals for the following materials:
 - 1. Demolition Waste:
 - a. Asphaltic concrete paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Valves.
 - e. Sprinklers.
 - 2. Construction Waste:
 - a. Site-clearing waste (excluded from LEED waste diversion calculations).
 - b. Masonry and CMU.
 - c. Concrete.
 - d. Lumber.
 - e. Wood sheet materials.
 - f. Wood trim.
 - g. Metals.
 - h. Roofing.
 - i. Insulation.
 - j. Carpet and pad.
 - k. Gypsum board.
 - l. Piping.
 - m. Electrical conduit.
 - n. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit one copy of report. Include the following information:
 - 1. Material category/stream.
 - 2. Total quantity of waste in tons (tonnes).
 - 3. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
 - 4. Quantity of waste recycled, both estimated and actual in tons (tonnes).
 - 5. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
 - 6. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
 - 7. LOCATION waste recycled.
 - 8. LOCATION waste disposed.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit final waste diversion report including calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of waste generated by the Work, addressing a minimum of 5 waste streams. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.3 RECYCLING WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

- a. Comply with requirements in Division 32 Section "Plants." for use of clean ground gypsum board as inorganic soil amendment.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials and dispose of at designated spoil areas on Owner's property.
- D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 7423 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes labor, materials, tools, equipment, and services for final cleaning as required in conjunction with Work performed, in accordance with provisions of Contract Documents.

1.3 FIRE PROTECTION

- A. Store volatile waste in covered metal containers.
- B. Remove volatile waste from premises daily.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials recommended by manufacturers of surfaces to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer or by the manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.1 GENERAL

- A. Clean all items installed under this Contract.
 - 1. Leave free of stains, damage, or other defects prior to final acceptance.
 - 2. Include washing, sweeping, polishing of all finished wall surfaces, floors, windows, hardware, mirrors, lighting fixtures and equipment items.
 - 3. Replace damaged or defaced items not acceptable to Architect, to his satisfaction at no additional expense to Owner.
- B. See Technical Sections for additional cleaning requirements.

3.2 DURING CONSTRUCTION

- A. Each Contractor:
 - 1. Clean up all waste materials, rubbish, and debris resulting from his own operations daily.

2. Place waste materials, rubbish, and debris from operations into approved containers outside of building in an area designated by Owner.
3. Oversee cleaning and ensure that the construction site is maintained free from accumulations of debris.
4. At reasonable intervals, minimum once a week, clean up entire site of excess debris and dispose of debris off-site.
5. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment.
6. Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations.
7. Comply with additional requirements defined in specifications.
8. Vacuum interior areas when ready for painting.
9. Schedule cleaning operations so that contaminants resulting from cleaning do not fall on wet painted surfaces.
10. Should the Contractor fail to clean up debris after written request by the Owner/Architect, then the Owner after 24 hours shall have the authority to provide clean-up services and deduct said services from the Contractor's Contract.
11. Sprinkle dusty debris with water.
12. Handle waste materials in a controlled manner. Do not drop or throw materials.

3.3 FINAL CLEANING

- A. Use experienced workmen or professional cleaners for final cleaning.
- B. At completion of construction, just prior to acceptance or occupancy, perform final cleaning.
- C. Remove dirt, stains, labels, and foreign materials.
- D. Repair and touch-up marred areas.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds; vacuum, polish, and mop floors.
- F. Maintain cleaning until occupied by the Owner.
- G. Clear ducts, blowers and coils if air conditioning units were operated without filters during construction.
- H. Clean strainers and replace all filters.

END OF SECTION

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section describes procedures for project closeout as indicated in accordance with the provisions of the Contract Documents.

1.3 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- A. When the Contractor is of the opinion that the Project is Substantially Complete, in accordance with the amendments to the General Conditions, he shall send to the Architect a written statement that the Work is complete and shall request a Substantial Completion inspection by the Architect. Such notice shall be given at least 3 working days before the requested inspection date. If the Architect finds the Work not to be Substantially Complete, the Architect shall advise Contractor in writing as to the reasons for such determination. After satisfying the Architect on either the first or subsequent inspection(s) that Substantial Completion has been achieved, the Architect shall so notify the Owner and establish a date and time for a Substantial Completion inspection to be attended by the Contractor, the Architect, and the Owner.
- B. Once the Architect and Owner agree that Substantial Completion has been achieved, Architect shall prepare a Certificate of Substantial Completion, AIA Document G704, for the approval and acceptance of the Contractor and Owner, attaching thereto a "punch list" of items to be completed and corrected. This list will be as complete as possible, based on the Architect's observations, but shall not relieve or otherwise waive the Contractor's responsibility to complete or correct subsequently discovered items.
- C. Final Application for Payment will not be accepted and processed until the Owner is satisfied that the Work is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees, as-builts, and as-built drawings, as required by the Specifications, have been received and accepted by the Architect. Final Application for Payment shall be accompanied by the executed AIA Document G706 entitled "Contractor's Affidavit of Payment of Debts and Claims" and Document G707 entitled "Consent of Surety Company to Final Payment."

1.4 FINAL ADJUSTMENT, TESTS AND DEMONSTRATIONS

- A. Tests: For the purpose of trial acceptance, the Contractor shall arrange, pay and perform a demonstration and test of all mechanical and electrical equipment furnished hereunder for operating efficiency and for conformance to all requirements herein specified and to all applicable regulations of any governing agency. Equipment shall be tested under operating conditions; where possible, all safety devices shall be tested under simulated emergency conditions. All tests shall be scheduled through the Architect. The Architect shall notify the

Owner of any scheduled tests at least 48 hours in advance so that the Owner may attend if desired. Where test results indicate a need for final adjustments, Contractor shall make such adjustments and retest until test results indicate compliance.

- B. All tests shall be scheduled through the Architect and shall be witnessed by the Owner's representative for (but not necessarily limited to) the following tests:
 - 1. Sterilization of Potable Water Systems: Divisions 22 and 33.
 - 2. Waste Systems Hydrostatics Pressure: Division 22.
 - 3. Water Systems Pressure Testing: 22 1000.
 - 4. Air System Balancing: 01 4520.
 - 5. Overload Protection Certification: Division 26.
 - 6. Ground Fault Equipment: Division 26.
 - 7. Fire Protection Systems: Division 21.
- C. Demonstration: When the Contractor is satisfied that all systems and equipment meet performance and operational requirements directed by applicable codes, safety standards and these Specifications, he shall arrange for a basic demonstration and test in the presence of the Owner and/or Owner's representative. Testing shall be in accordance with written procedures as described or developed by Architect and included in the Contract Documents. Tests include (but are not necessarily limited to) the following:
 - 1. HVAC Systems: Division 23.
 - 2. Plumbing Systems: Division 22.
 - 3. Controls and Instrumentation: Division 23.
 - 4. Fire Alarm and Detection Systems: Division 28.
- D. Certificate of Occupancy: All required certificates of inspection, tests, or approvals shall be secured by the Contractor from the governing authority. Promptly deliver the Certificate of Occupancy to the Architect.

1.5 WARRANTIES AND BONDS

- A. See Section 01 7836.

1.6 EXTRA MATERIAL INVENTORY

- A. See Section 01 7845.

1.7 MAINTENANCE AND OPERATION MANUALS

- A. See Section 01 7823.

1.8 RECORD DRAWINGS

- A. See Section 01 7839.

1.9 PROJECT DIRECTORY

- A. Provide a typed list of all known major material/equipment suppliers and subcontractors, identified by name, address, telephone number, and contact person.

1.10 PROJECT CLOSE-OUT SUBMITTALS

- A. At the time of Substantial Completion and prior to final payment, the Contractor shall deliver to the Owner via the Architect, the following items as described previously in this Section:
1. Project Directory.
 2. Record Drawings.
 3. Maintenance and Operation Manuals.
 4. Extra Material Inventory.
 5. Warranties and Bonds.
 6. Certificate of Occupancy.
 7. Test Certificates.
 8. Annotated record photographs.
 9. Other records or information as may be required in other Sections of the Contract Documents.

1.11 POST-CONSTRUCTION INSPECTION

- A. Architect will make visual inspections of Project in company of Owner and Contractor to determine whether correction of Work is required in accordance with provisions of the General Conditions.
- B. The Architect will promptly notify Contractor of any observed deficiencies.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract. Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of specifications.
 - 1. Contractor may submit digitally recorded instruction for selected procedures in lieu of written/pictorial instruction specified herein. Consult with Architect to determine applicable procedure prior to beginning digital recording.
- B. Submit clear, clean and concise information as specified in this section and as referenced in other sections of specifications to the Architect for incorporation in an operating and maintenance manual.
- C. Related Work Specified Elsewhere:
 - 1. Shop Drawings, Product Data and Samples: Section 01 3323.
 - 2. Closeout Procedures: Section 01 7700.
 - 3. Project Record Documents: Section 01 7839.
 - 4. Demonstration and Training: Section 01 7900.
 - 5. Warranties: Section 01 7836.

1.3 QUALITY ASSURANCE

- A. Operation and maintenance manuals will be for training of and use by the Owner's personnel in the operation and maintenance of the systems and related equipment, if applicable, as specified below. The manuals shall consist of instructions on systems and equipment. A separate manual or chapter shall be prepared for each class of equipment or system listed:
 - 1. Domestic hot water systems
 - 2. Exhaust systems
 - 3. Temperature control systems
 - 4. Plumbing systems
 - 5. Electrical systems
 - 6. Self-contained emergency systems
 - 7. Miscellaneous building equipment and systems
 - 8. Controls and sequence of operations
 - 9. Motor starters
 - 10. Panel boards
 - 11. Switchboards
 - 12. Transformers
 - 13. Lighting
 - 14. Motors and motor control centers

15. Variable frequency drives
16. Condensing units
17. Wall hydrants
18. Pumps
19. Terminal units

- B. Verify with all technical specifications the requirements for systems/products for O&M manuals.

1.4 INDEX

- A. Information shall be complete and specific to this Project application. All material must be neat and legible.
- B. Information shall be submitted on sheets measuring 8-1/2 inches by 11 inches except drawings which should not exceed 30 inches by 42 inches and electronic format (pdf) on CD-ROM.
- C. Text information shall be manufacturers' printed data or neatly typewritten.
- D. Clearly label each submittal for each piece of equipment or product separately called for in the Specifications with the Section number of the Specifications and the applicable drawing sheet number.
- E. Each submittal shall include the following basic information for each piece of equipment, product or system:
1. Introduction
 2. Table of Contents
 3. Description of system (including design intent and considerations)
 4. Operating sequence and procedures
 5. Maintenance instructions and requirements
 6. Diagrams
 7. Parts list
 8. Manufacturer
 9. Subcontractor or installer
 10. Maintenance contractor, if applicable
 11. Local source of supply for parts and replacement
- F. Product data to be provided by Contractor:
1. Include only information that is applicable to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
 - d. Provide parts breakdown.
 - e. Provide assembly drawings
- G. Provide a copy of each warranty, bond or service contract issued. Submit with the foregoing an information sheet for Owner's personnel which includes:
1. Effective dates or period
 2. Proper procedures in the event of failure
 3. Instances which might affect the validity of warranties, bonds or service contracts.

1.5 PREPARATION

- A. The following subparagraphs are intended as a general guide in preparing the manuals. The manuals shall be prepared to provide for the optimum operation and maintenance of the various systems. The description of systems and general operation instructions for mechanical and electrical manuals shall cover in detail complicated, customized or unusual parts of these systems. Manufacturer's literature and data shall be that of the actual equipment installed under contract for the particular facility. Further guidance is available in the ASHRAE Guideline 4 "Preparation of Operating and Maintenance Documentation for Building Systems."
- B. Manuals shall be properly organized and professionally prepared. Literature, instructions, etc., shall all be typed. Drawings shall be professionally drafted. Manuals shall be completely customized to this specific project. Crossed out information and generic diagrams and information is not acceptable. Inapplicable data and reference to inapplicable data shall be deleted.

1.6 MAINTENANCE AND OPERATION MANUALS

- A. Thirty days prior to scheduled date of Substantial Completion, provide 2 copies of maintenance and operation instructions relating to all manufactured items of equipment and materials requiring maintenance (i.e., HVAC equipment, sprinkler controls, electrical devices, etc.).
- B. The manuals shall be contained in hard back binders properly identified on front cover with project name, subcontractor, and general content. The material shall be suitably tab-indexed for ready reference, include a Table of Contents, and contain, as available from the Manufacturer/Supplier, the following information:
 - 1. Name of equipment, item and function.
 - 2. Manufacturer name and address.
 - 3. Model No. and Serial No., with option equipment identification.
 - 4. Rating in KW, HP, BTU, GPM, etc.
 - 5. Description of feature in model provided.
 - 6. Drawings of part(s) or assembly(ies) - control diagrams, parts lists, etc.
 - 7. Connection diagrams, mounting details, installation information, etc.
 - 8. Operation and maintenance information for services by Owner.
 - 9. Name, address, and telephone number of local supplier or service department.

1.7 SUGGESTED OUTLINE FOR OPERATING AND MAINTENANCE MANUALS

- A. This is a suggested outline with general requirements of O&M manuals. The outline is presented to indicate the extent and items required in manuals for major facilities. The outline may be modified to suit specific installations; however, the intent of the manual must be fulfilled. It is not intended to duplicate manufacturer's data, but proper references should be made in the text of the O&M manual to indicate that information is applicable and where it is located.

PART 2 - DESCRIPTION AND DESIGN INTENT

2.1 INTRODUCTION

- A. Scope. Brief description of project and purpose of manual. Provide a system description (written and diagrammatic). The following statements shall also be included; operation and maintenance of this equipment shall be performed in accordance with this manual and posted instructions, subject to compliance with applicable technical guides and standards issued by the Owner. It is recognized that minor changes in control points and settings will be required, based on actual operating experience, to correct varying conditions and improve operation. When such changes appear necessary, they shall be submitted to the Chief Operating Engineer for consideration. Upon approval of any changes, the applicable portions of all copies of the manual and proposed instructions shall be revised, reissued and any change in operating procedure brought to the attention of all operating personnel.
- B. "This manual is specifically developed to assist the Owner's personnel in charge at the facility to operate and maintain the building systems and equipment. Manufacturers' recommendations set forth for certain components MUST be followed during the complete warranty period for that equipment."
- C. Contents of Manual. This portion of the introduction shall contain an explanation that the manual is presented in a number of volumes which contain complete operating, maintenance and safety instructions for all equipment listed any other appropriate references as required to outline an explanation of the manuals and major categories of reference materials required with the manuals.

2.2 TABLE OF CONTENTS

- A. The Table of Contents shall list numbers and titles of chapters, selections and main paragraphs with their page numbers. Each volume in a set of manuals shall contain its own Table of Contents. Publications containing ten or more illustrations or tables as applicable. These lists shall show number, title and page number of each illustration and/or table. Following is a typical partial Table of Contents:

Mechanical Systems

- 1. Space conditioning
- 2. Heating
- 3. Air conditioning systems
- 4. Air distribution and ventilating
- 5. Temperature control

Plumbing Systems

- 1. Potable water
- 2. Domestic hot water
- 3. Roof and sanitary drains

Fire Protection System

- 1. Water supply and distribution
- 2. Fire department connections
- 3. Fire extinguishers
- 4. Exit signs
- 5. See "Electrical for Fire Alarms and Emergency Lighting Units"

Electrical Systems

1. Electrical power distribution
2. Lighting
3. Intercom and paging (provided by Owner's supplier)
4. Fire alarm
5. Telephone system (provided by Owner's supplier)
6. Security and access control

2.3 PART II - OPERATING SEQUENCE AND PROCEDURES

- A. Contents: The operating volume(s) shall contain a chapter for each item included in Part I. Each chapter shall describe the procedures necessary for Owner's personnel to operate the system and equipment covered in that chapter.
- B. Operating Procedures: The operating procedures shall be divided into four subsections: start-up, operation, emergency operation, and shutdown.
- C. Start-up: Give complete instructions for energizing the equipment and making initial settings and adjustments whenever applicable. If equipment is fully automatic, a statement to that effect is all that is required. If a specific sequence of steps must be performed, give step-by-step instructions in the proper sequence. If timing (such as warm-up between power-on and adjustment) is important, clearly state the specific minimum time required at the proper point in the procedure. Refer to controls and indicators by panel; make reference consistent with the nomenclatures used in illustrations and tables of controls and indicators. If preliminary settings differ for different modes of operations, give procedures for each mode.
- D. Operation: Give detailed instruction in proper sequence for each mode of operation. Where, for a given action on the part of the operator, alternate equipment responses are possible, give the appropriate reaction to each.
- E. Emergency Operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operation (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
- F. Shutdown Procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

2.4 PART III - MAINTENANCE INSTRUCTIONS AND REQUIREMENTS

- A. Contents. The maintenance volume(s) shall contain a chapter for each item included in Part I. Each chapter shall describe the procedures necessary for the Owner's personnel to perform the maintenance of the systems and equipment covered in that chapter. Emphasis should be made on the method of mechanical control of systems and equipment from a maintenance standpoint. Reference shall be made, as appropriate, to Drawings, schematics and sequences of operation included as part of the construction Contract Drawings and Specifications which show piping and equipment arrangements and items of control. Prints of these Drawings shall be reduced to 11 x 17 inches for insertion in the manuals. Drawings shall represent the "as-built" condition.

- B. Maintenance Procedures: The maintenance procedures shall be divided into two categories: Preventative maintenance and corrective maintenance.

Preventative Maintenance

1. Provide a schedule for preventative maintenance. State preferably in tabular form the recommended frequency of performance for each preventative maintenance task (cleaning, inspection, and scheduled overhaul).
2. Provide instruction and schedules for all routine cleaning and inspection and lubrication as applicable. List recommended lubricants. Provide diagrams clearly showing location of lubrication points. Provide detailed blowups as necessary.
3. If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for, but not limited to, the following:
 - a. Motors
 - b. DDC/EMS Controls
 - c. Filters
 - d. Water Heaters
 - e. Rooftop Heat Pumps
 - f. Make-up Air Units
 - g. Duct Smoke Detectors
 - h. Exhaust Fans
 - i. Plumbing Fittings and Specialties
 - j. Plumbing Fixtures
4. Provide instructions for minor repairs or adjustments required for preventative maintenance routines. Minor repair and adjustment shall be limited to repairs and adjustments which may be performed without special tools or test equipment and which require no special training or skills. Identify test points and give values for each.

Corrective Maintenance

1. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime. Instructions and data shall appear in the normal sequence of corrective maintenance, i.e., troubleshooting first, repair and replacement of parts, then the parts list.
2. Troubleshooting: This information shall describe the general procedure for locating malfunctions and shall give, in detail, any specific remedial procedures or techniques. The data shown are intended to isolate only the most common equipment deficiencies. Troubleshooting tables, charts or diagrams may be used to present specific procedures. A guide to this type shall be a three column chart. The columns shall be entitled: Malfunction; Probable Cause; and Recommended Action. The information shall be alphabetically arranged as to type of component, and each component shall, in turn, list deficiencies that may be expected. Each deficiency shall contain one or more problems with a recommended correction.
3. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment. Information included here shall consist of, in step-by-step fashion the instructions for repair and replacement of defective items. Include all information required to accomplish the repair or replacement, including such information as torque values and identifying all tools, special equipment and materials which might be required. Identify uses for maintenance equipment. The paragraphs shall contain headings to identify the topics covered.
4. Safety Precautions: This subsection shall comprise a listing for safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.

2.5 PART IV - DIAGRAMS

- A. Providing wiring diagrams of equipment. Provide color coded wiring diagrams of installed systems showing all power, control and communication wiring as applicable. All diagrams shall be customized for this project.
- B. Provide piping and flow diagrams and risers for applicable systems. Provide color coded piping diagrams of all mechanical and plumbing piping. Diagrams shall show flow direction and pipe sizes and identify all valves. Valves shall be labeled and numbered corresponding to actual valve tag. Valve labels shall be cross-referenced in operation and maintenance portion of the manual.
- C. For electrical equipment, provide circuit directories or zoning of the systems as applicable.

2.6 PARTS LIST

- A. Provide original manufacturer's parts list, current prices, illustrations, assembly drawings and diagrams required for maintenance.
- B. Provide a schedule of predicted life of parts subject to wear.
- C. Provide a schedule of items and quantity recommended to be stocked as spare parts. List spare parts initially supplied by manufacturer or provided under this contract.
- D. List names, addresses, phone numbers and contact person for supplier, alternative parts suppliers and factory parts department.
- E. Include copies of each warranty, bond or service agreement. Include name, address, telephone number of responsible organization and contact individual. List proper procedures to follow in the event of failure. List what actions by the Owner might affect validity of warranties, bonds, or service agreements.

2.7 POSTED OPERATING INSTRUCTIONS

- A. General. Operating instructions and diagrams shall be prepared for posting near the equipment. Posted operating instructions shall be photographic or equal nonfading reproductions framed under glass or encased in nondiscoloring plastic and shall be mounted in locations near the appropriate piece of equipment. Instructions and diagrams shall also be used with the operating and maintenance manuals as a basis in training Owners personnel in the operation and maintenance of systems and related equipment installed under Contract at the facility.
- B. Contents. Posted operating instructions shall consist of simplified, consolidated equipment, control and power diagrams graphically representing the entire system and actual equipment installed, including concise written instructions on how to start and stop systems, what settings and conditions are to be observed and what control adjustments are to be made or maintained by the operator.

2.8 SUBMITTALS

- A. Preliminary submittal. Two draft copies and one thumb-drive of the complete manuscript for items as outlined herein and training programs in outline form shall be submitted to the Architect for Architect review 60 calendar days after approval of equipment. One copy will be returned to the Contractor within 30 days after submittal, and, if required, will be revised and resubmitted within 30 calendar days.
- B. Second submittal. Submit two draft copies and one thumb-drive of the final draft manual with all revision incorporated along with an agenda of the training programs to the Architect for Architect review at least 120 days prior to the Contractor reaching Substantial Completion. One copy will be returned to the Contractor with comments.
- C. Third submittal. Submit two copies and one thumb-drive of the final draft manual to the Architect for Architect review at least 30 calendar days prior to substantial completion. Final review comments will be returned within 8 calendar days following final inspection or acceptance.
- D. Final submittal. Submit 2 complete sets of manuals and one thumb-drive to the Architect within 6 calendar days of receipt of the final comments.
- E. Make necessary corrections and/or additions to the manuals and thumb-drive after conducting training for the Owner's personal and throughout the warranty period should conditions so warrant.
- F. All submittals bound in 3-ring notebooks, shall have adequate room for material and be adequately labeled.
 - 1. Binders shall be D-ring type, same size and color for entire set.
 - 2. Each binder shall have an index for the entire set.
 - 3. Each binder shall contain the following information on binder cover and spine:
 - a. Owner's name,
 - b. Facility project name,
 - c. Facility project address and cross streets.
- G. All submittals on thumb-drives shall have adequate room for material and be adequately labeled.
 - 1. Each thumb-drive shall contain the following information on protective cover and label:
 - a. Owner's name,
 - b. Facility project name,
 - c. Facility project address and cross streets.

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 7836 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Provide written warranties, guarantees, bonds or service contracts for all products and installations.
- B. Provide warranties, guarantees, bonds or service contracts for period(s) indicated.
- C. Provide manufacturer's warranties or guarantees for products.
 - 1. Where manufacturer's standard warranties or guarantees expire before expiration date required by Contract Documents, obtain and pay for warranty or guarantee extensions, at no additional cost to Owner.
- D. Provide all warranties, guarantees, bonds or service contracts prior to final acceptance.
- E. Provide Architect a copy of each warranty, guarantee, bond or service contract issued. Submit with each of the foregoing an information sheet for Owner's personnel which includes:
 - 1. Effective dates or period.
 - 2. Proper procedures in the event of failure.
 - 3. Instances which might affect the validity of warranties, bonds or service contracts.
- F. Submit all warranties, guarantees, bonds or service contracts identified by Specification Section and equipment identification used in operating and maintenance data.
- G. Submit a schedule of all warranties, guarantees, bonds, or service contracts at least 60 calendar days prior to Substantial Completion.
- H. Related Work Specified Elsewhere:
 - 1. Technical Specifications: Divisions 02 through 33
 - 2. Closeout Procedures: Section 01 7700
 - 3. Project Record Documents: Section 01 7839

1.3 WARRANTIES AND BONDS

- A. Contractor shall provide written warranties and bonds in favor of the Owner, as required by respective Sections of these Specifications, and arrange to commence at the date of Substantial Completion of the Project or date of installation of warranted item(s), whichever is later.

- B. Provisions of contract concerning Work provided or corrected after date of completion under provisions of the Contract (or any other provisions of the Contract except maintenance requirements) and all affected work are extended for period equal to original period of corrective or otherwise provided Work. Time coverage extension provisions of the Paragraph are not applicable to items of Work or equipment when so stipulated in the particular Specification Section for that time.
- C. During the period of any guarantee, the Contractor shall provide services within a reasonable time following a request by the Owner to do so. When the complete breakdown of a piece of equipment occurs, the service shall be performed within 24 hours. The service shall be provided during normal working hours, unless otherwise specified herein. Should the listed service agency fail to perform the service in a reasonable amount of time, the Contractor shall provide the service through any other agency that will comply.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION - (Not Applicable)

END OF SECTION

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work Included:
 - 1. Throughout progress of the Work of this Contract, the Contractor shall maintain an accurate record of all changes in the Contract Documents, as described in Paragraph 3.1 below.
 - 2. Upon completion of the Work of this Contract, the Contractor shall transfer the recorded changes to PDF format electronic media Record Documents (provided to the Owner on a disk) along with one set of paper plots of documentation of the Record Documents. ALL PROFESSIONAL SEALS ON ALL PAGES OF THE DOCUMENTS SHALL BE DELETED OR BLOTTED OUT BEFORE SCANNING THE DOCUMENTS. Only the certified as-built civil record documents shall have the engineer / surveyor of record's seal.
- B. Related Work Described Elsewhere:
 - 1. Shop Drawings, Product Data, and Samples: Section 01 3323.
 - 2. Project Closeout: Section 01 7700.

1.3 QUALITY ASSURANCE

- A. General: Maintenance of Record Documents shall be the responsibility of one person on the Contractor's staff as approved in advance by the Architect.
- B. Accuracy of Records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future searcher for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.
- C. Timing of Entries: Make all entries within 24 hours after receipt of information.
- D. The Architect and the Owner shall examine the Contract Documents at selected intervals to assure Contractor compliance for updating entries. Should the Contractor fail to satisfy the requirements of this Section the Owner shall withhold the Contractor's monthly payment request until said requirements are satisfied.

1.4 SUBMITTALS

- A. General: The Architect's approval of the current status of Record Documents will be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.
- B. Final Submittal: Prior to submitting final Application for Payment, submit the final Record Documents required by Contract to the Architect and secure his approval.

1.5 CONSTRUCTION RECORD PHOTOGRAPHS

- A. General: General Contractor shall be required to provide construction photographs of commercial quality. The Contractor shall be required to submit the electronic version for each photograph submitted and the Contract Documents shall specify that all photographs submitted by Contractor shall become the property of the Owner. The Contractor shall not use such photographs without the written permission of the Owner.
- B. Record Photographs:
 - 1. The Owner's intent is to have the Contractor photographically record significant buried, or otherwise inaccessible details such as major utility ties, utility service entrance details, complex routing of utilities in areas of congestion, etc.
 - 2. Each photo shall be annotated to describe the subject matter, the date taken, location in relation to a suitable reference point, and the direction in which the photographer was facing.
 - 3. The Contractor will provide not only the record photographs as determined at the preconstruction conference, but also any additional photographs as required by the Owner or Architect during construction. Additional record photographs shall be properly annotated by the Contractor on the set of plans being marked up for record drawings.

1.6 PRODUCT HANDLING

- A. Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final Record Documents. In the event of loss of recorded data, use all means necessary to secure the data to the Architect's approval; such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job Set: Promptly following award of Contract, secure from the Architect, at no charge to the Contractor, one complete set of prints and specifications, all Documents comprising the Contract Documents.

- B. The Contractor shall provide a complete set of prints of Contract drawings, clearly delineating all changes in the Work and dimensioned final locations of all schematically shown underground utility lines. These Record Drawings shall also reflect all changes due to Addenda issued at bidding time and change order items during construction, whether added or deleted. The change order and Addendum items shall be properly referenced by number.
- C. The set of record prints shall be maintained at the job site and be readily available for inspection by the Architect. All changes shall be legibly marked on prints and kept current.
- D. In showing changes in the Work, or added work, use the same legends as were used on the Contract Drawings. Indicate exact locations by dimensions, and exact elevations, given by job datum. Given dimensions from a permanent point of reference. Given elevations to sewer and drainage lines to the invert elevation.
- E. Mechanical and electrical Record Drawings shall indicate exact routing of electrical feeders, main piping and ductwork and all concealed piping and conduit systems not easily located through the accesses provided.
- F. Upon Substantial Completion of the project, Contractor shall produce a complete set of Record Drawings on bond paper. After Review of this set by the Architect, the documents will be returned to the Contractor to be scanned and converted to portable documents files (PDFs).
 - 1. Deliver scanned bond copy of printed drawings, along with complete PDFs, to the Owner.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Identification: Immediately upon receipt of the job set described in Subparagraph 2.1.A above, identify each of the Documents with the title "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.
 - 2. Do not use the job set for any purpose except entry of new data and review by the Architect, until start of transfer of data to final Record Documents.
 - 3. Maintain the job set at the site of Work as designated by the Architect.
- C. Making Entries on Drawings: Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic lines, as required. Date all entries and incorporate entry from Subcontractor within 48 hours following completion of change. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

- D. Accuracy of Entries: Use all means necessary, including the proper tools and necessary labor for measurement, to determine actual locations of the installed items.

END OF SECTION

SECTION 01 7845 - SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section describes methods for documenting spare parts and maintenance materials as indicated, in accordance with the provisions of the Contract Documents.
- B. See Specification Sections for items required.

1.3 SUBMITTALS (SEE SECTION 01 3323)

- A. Spare parts and tools.
- B. Maintenance.
- C. Extra materials (attic stock).
- D. Inventory of parts, tools, and materials.

PART 2 - PRODUCTS

2.1 SPARE PARTS AND TOOLS

- A. Package in clearly identified boxes.
 - 1. Indicate manufacturer's name, part name and stock number.
 - 2. Indicate what the piece of equipment part or tool is for.
 - 3. Indicate name, address, and phone number of closest supplier.
 - 4. Indicate quantity

2.2 MAINTENANCE MATERIALS

- A. Package in clearly identified boxes.
 - 1. Indicate trade name and stock number.
 - 2. Indicate which item material is to be used with.
 - 3. Indicate name, address, and phone number of closest supplier.
 - 4. Indicate quantity.

2.3 EXTRA MATERIAL INVENTORY

- A. Upon Substantial Completion of the Contract Work, provide the Owner with extra materials (i.e., spare parts, etc.) as identified in respective sections of the Specifications. Deliver to the Owner when and as directed by the Architect on the basis of a written detailed inventory including a signed receipt from the designated Owner representative.

2.4 EXTRA MATERIALS (ATTIC STOCK)

- A. Package in clearly identified container, or install where indicated.
 - 1. Indicate trade name, stock number, size, color, etc.
 - 2. Indicate where product is to be used.
 - 3. Indicate name, address, and phone number of closest supplier.
 - 4. Indicate quantity.

PART 3 - EXECUTION

3.1 DELIVERY

- A. Deliver to Owner at time of final completion, unless Owner requests earlier delivery.

END OF SECTION

SECTION 01 7900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Provide demonstrations and instructions for all equipment and systems for which operating and maintenance data is required. See individual sections.
- B. Provide demonstration and training video on DVD format for all equipment and systems for which operating and maintenance data are required. See individual Sections.

1.3 QUALITY ASSURANCE

- A. Instructors: Member(s) of installers' staff and authorized representative(s) of component, assembly, or system manufacturer(s). See individual sections for additional requirements.

1.4 SUBMITTALS

- A. Schedule of Demonstrations: Submit for approval at least 2 weeks prior to first demonstration.
- B. List of instructors and schedule of instruction. Submit for approval at least 2 weeks prior to first instruction period.

1.5 JOB CONDITIONS

- A. Complete demonstrations prior to Substantial Completion. Coordinate with procedures for Substantial Completion to provide separate demonstrations.
- B. Complete all instruction prior to Final Completion.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Video Format: Provide high-quality DVD color video.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Do not begin demonstrations until the component, assembly or system being demonstrated has been tested as specified and is in satisfactory operating condition.

- B. Do not begin instruction until demonstration is complete.
- C. Assemble instructional aids.
 - 1. Have operating and maintenance data available for use during instruction (see Section 01 7823).

3.2 DEMONSTRATION

- A. Inspect and operate satisfactorily, in presence of Architect and Owner, each system and item of equipment, including accessories.
- B. Replace defective work or material.
- C. Repeat inspection and demonstration until defects are eliminated.

3.3 INSTRUCTION

- A. Instruct Owner's personnel in operation and maintenance of equipment and systems.
 - 1. Provide all necessary instruction to satisfaction of Owner.
- B. Explain use of operating and maintenance manuals.
- C. Tour building areas involved and identify:
 - 1. Maintenance points and access.
 - 2. Control locations and equipment.
- D. Explain operating sequences.
 - 1. Identify location and show operation of switches, valves, etc., used to start, stop and adjust systems.
 - 2. Explain use of flow diagrams, operating sequence diagrams.
 - 3. Demonstrate operation through complete control cycle and full range of operation in all modes, including testing and adjusting relevant to operation.
- E. Explain use of control equipment, including temperature settings, switch modes, available adjustments, ring of gages and functions that must be serviced only by authorized factory representatives.
- F. Explain troubleshooting procedures.
 - 1. Demonstrate commonly occurring problems.
 - 2. Note procedures which must be performed by factory personnel.
- G. Explain maintenance procedures and requirements.
 - 1. Point out items requiring periodic maintenance.
 - 2. Demonstrate typical preventive maintenance procedures and recommended typical maintenance intervals.
 - 3. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program.
 - 4. Identify maintenance materials to be used.
- H. Furnish all tools required.

3.4 DEMONSTRATION AND TRAINING DVD's

- A. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
 - 2. Training modules shall correspond with list of items (HVAC, Electrical System, Piping and Plumbing, Miscellaneous) at end of this Section 01 7900.
- B. Record instruction of Owner's personnel in the operation and maintenance of equipment and systems. Edit DVD to remove non-instructional conversation. Photographer shall select vantage points to best show equipment, systems, and procedures demonstrated.

3.5 TRAINING

- A. The Contractor shall train Owner's designated representatives in the operation and maintenance of architectural, mechanical and electrical equipment. Coordination shall be maintained with systems designers for development of hours of instruction and scope of material to be covered. Training of Owner's designated representatives shall not commence until the Owner has received from the Contractor the final submittal copy of the operation and maintenance manual.
 - 1. Instruct Owner's personnel in operation and maintenance of all products, equipment and systems. Explain use of operating and maintenance manuals.
 - 2. Tour building areas involved and identify maintenance points and access and control locations and equipment.
 - 3. Explain operating sequences. Identify location and show operation of switches, valves, etc., used to start stop and adjust systems. Explain use of flow diagrams, operating sequence diagrams, etc. Demonstrate cooperation through complete control cycle and full range of operation in all modes, including testing, calibration and adjustment relevant to operation.
 - 4. Explain use of control equipment, including temperature setting, switch modes, available adjustments, reading gauges, and functions that must be serviced only by authorized factory representative.
 - 5. Explain troubleshooting procedures. Demonstrate commonly occurring problems. Note procedures which must be performed by factory personnel.
 - 6. Explain maintenance procedures and requirements. Point out items requiring periodic maintenance. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program. Identify maintenance materials to be used.
 - 7. Emphasize safety procedures to be observed in operating and maintaining products, equipment and systems.
 - 8. Furnish all tools and equipment required.
- B. Schedule Submittal: The proposed scope of training and materials and instruction schedule shall be submitted for review and approval approximately 30 calendar days before the scheduled completion of the building. Mutually agreeable dates for training shall be arranged with the Owner, but the training must be completed prior to final acceptance of the facility.

- C. **Scope of Training:** Training shall include classroom and on-the-job instructions by qualified installation and maintenance personnel, having the necessary knowledge, experience and teaching skills. The use of factory personnel for training on major equipment items will be required. The qualifications of the training personnel shall be reviewed by the Architect prior to the training session. Any training session which is not acceptable to the Architect and the Owner shall be redone at the Contractor's expense. The General Contractor shall professionally videotape/audio complete instruction period as required. Tapes labeled and indexed shall be turned over to Owner after training has been completed. Contractor shall videotape with audio all of the training programs and shall deliver completed videotapes to the Owner.
- D. **Time Period of Training:** The minimum specific hours of training time required for each category of major equipment and systems shall be as stated below. Where additional time is required to completely cover material, provide at no additional cost. Past experience indicates a workable ratio in the vicinity of approximately 25 percent classroom and 75 percent application, except that the ratio may be reversed for control systems. The Owner shall have the option of reversed for control systems. The Owner shall have the total time specified. Training will be presented on an 8-hour per day, 5-day per week schedule, with all reading assignments and review to be within this period.

ITEM	TIME (HRS)
1. Full addition training including HVAC: Heating, ventilating and air conditioning (HVAC), Electrical systems, Piping and Plumbing, fire protection, alarms, door operators, etc.	As needed to assure adequate training

END OF SECTION

DIVISION 08 - OPENINGS

Section 08 1113	Hollow Metal Doors and Frames
Section 08 1416	Flush Wood Doors
Section 08 7100	Door Hardware
Section 08 8000	Glazing

SECTION 08 1113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel doors.
 - 2. Steel door frames.

1.3 SUBMITTALS

- A. Product Data: For each type of door and frame indicated, include door designation, type, level and model, material description, core description, construction details, label compliance, and finishes.
- B. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.

1.4 QUALITY ASSURANCE

- A. Steel Door and Frame Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Hot-Rolled Steel Sheet: ASTM A 1011, Commercial Steel (CS), Type B
- B. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS), Type B; suitable for exposed applications.
- C. Metallic-Coated Steel Sheets: ASTM A 653, Commercial Steel (CS), Type B, with an A40 (galvannealed) coating.
 - 1. For exterior installations.
- D. Frame Anchors: ASTM A 591, Commercial Steel (CS), 40Z coating designation; mill phosphatized.
- E. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.2 DOORS

- A. General: Provide doors of sizes, thicknesses, and designs indicated.
- B. Exterior Doors: Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:
 - 1. Level 3 and Physical Performance Level A (Extra Heavy Duty), Model 2 (Seamless) (0.053-inch / 16 ga. thick).

2.3 FRAMES

- A. General: Provide steel frames for doors, transoms, sidelights, borrowed lights, and other openings that comply with ANSI A250.8 and with details indicated for type and profile. Conceal fastenings, unless otherwise indicated.
- B. Frames of 0.067-inch- (14 ga.) thick steel sheet for:
 - 1. Level 3 steel doors, unless otherwise indicated.
 - 2. Wood doors, unless otherwise indicated.
- C. Door Silencers: Except on weather-stripped frames, fabricate stops to receive three silencers on strike jambs of single-door frames and two silencers on heads of double-door frames.
- D. Supports and Anchors: Fabricated from not less than 0.042-inch- (18 ga.) thick, electrolytic zinc-coated or metallic-coated steel sheet.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A 153, Class C or D as applicable.

2.4 FABRICATION

- A. General: Fabricate steel door and frame units to comply with ANSI A250.8 and to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.
- B. Exterior Door Construction: For exterior locations and elsewhere as indicated, fabricate doors, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053-inch- (16 ga.) thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
- C. Core Construction: Vertical steel stiffeners.
- D. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch at jambs and heads, except not more than 1/4 inch between pairs of doors. Not more than 3/4 inch at bottom.
- E. Single-Acting, Door-Edge Profile: Square edge, unless beveled edge is indicated.
- F. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

- G. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- H. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- I. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.
- J. Frame Construction: Fabricate frames to shape shown.
 - 1. Fabricate frames with mitered and continuously welded corners and seamless face joints **(knock-down frames not acceptable)**.
- K. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- L. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.

2.5 FINISHES

- A. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories according to ANSI A250.8, manufacturer's data, and as specified.
- B. Placing Frames: Comply with provisions in SDI 105, unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
 - 1. Place frames before construction of enclosing walls and ceilings.
 - 2. In metal-stud partitions, provide at least three wall anchors per jamb; install adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Attach wall anchors to studs with screws.
 - 3. Apply bituminous coating to backs of frames that are filled with grout or sound-deadening material.

- C. Door Installation: Comply with ANSI A250.8. Fit hollow-metal doors accurately in frames, within clearances specified in ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.

3.2 ADJUSTING AND CLEANING

- A. Prime-Coat Touchup: Immediately after installation, sand smooth any rusted or damaged areas of prime coat and apply touch up of compatible air-drying primer.
- B. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.

END OF SECTION

SECTION 08 1416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-core doors with wood-veneer faces.
 - 2. Factory finishing flush wood doors.
 - 3. Factory fitting flush wood doors to frames and factory machining for hardware.
 - 4. Factory glazing of wood doors.
- B. Related Sections:
 - 1. Division 08 Section "Glazing" for glass view panels in flush wood doors.

1.3 SUBMITTALS

- A. Product Data: For each type of door indicated. Include details of core and edge construction and trim for openings and factory-finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
 - 1. Indicate dimensions and locations of mortises and holes for hardware.
 - 2. Indicate dimensions and locations of cutouts.
 - 3. Indicate requirements for veneer matching.
 - 4. Indicate doors to be factory finished and finish requirements.
- C. Samples for Verification:
 - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish
 - 2. Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.
 - a. Finish veneer-faced door samples with same materials proposed for factory-finished doors.
 - 3. Frames for light openings, 6 inches long, for each material, type, and finish required.
- D. Warranty: Sample of special warranty.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors from single manufacturer.

- B. Quality Standard: In addition to requirements specified, comply with AWI's "Architectural Woodwork Quality Standards Illustrated."
 - 1. Provide AWI Quality Certification Labels or an AWI letter of licensing for Project indicating that doors comply with requirements of grades specified.

1.5 PROJECT CONDITIONS

- A. Conditioning: Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized and will be maintained in storage and installation areas during the remainder of the construction period to comply with the following requirements applicable to Project's geographical location:
 - 1. AWI Quality Standard Section 100-S-11 "Relative Humidity and Moisture Content."

1.6 WARRANTY

- A. General Warranty: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under requirements of the Contract Documents.
- B. Door Manufacturer's Warranty: Submit written agreement on door manufacturer's standard form signed by manufacturer, Installer, and Contractor, agreeing to repair or replace defective doors that have warped (bow, cup, or twist) more than 1/8 inch in a 36-by-84-inch section or that show telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span, or do not conform to tolerance limitations of referenced quality standards.
 - 1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors where defect was not apparent prior to hanging.
 - 2. Warranty shall be in effect during the following period of time after date of Substantial Completion.
 - a. Warranty Period for Solid-Core Interior Doors: Life of installation.
 - 3. Contractor's Responsibilities: Replace and refinish doors where Contractor's work contributed to rejection or to voiding of manufacturer's warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide doors by one of the following:
 - 1. Eggers Industries.
 - 2. Marshfield Door Systems, Inc.
 - 3. VT Industries Inc.
 - 4. Approved equals

2.2 INTERIOR FLUSH WOOD DOORS

- A. Solid Core Doors for Transparent Finish: Comply with the following requirements:
 - 1. Faces: Select Red Oak veneers, Plain sliced to match existing.
 - 2. Grade: Custom (Veneer Face: Grade A).
 - 3. Construction: PC-5.
 - 4. Bonding: Stiles and rails bonded to core, then entire unit abrasive planed before veneering.

2.3 VENEER MATCHING

- A. Within Door Faces: Provide doors with Book Match veneer matching:

2.4 FABRICATION

- A. Fabricate flush wood doors to comply with following requirements:
 - 1. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels:
 - a. Comply with clearance requirements of referenced quality standard for fitting.
 - 2. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame shop drawings, DHI A115-W series standards, and hardware templates.
 - a. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with factory machining.
- B. Openings: Cut and trim and factory glaze openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) and glass required.
 - 1. Light Openings: Trim openings with moldings of material and profile indicated.

2.5 FACTORY FINISH

- A. General: Comply with referenced AWI quality standard's requirements for factory finishing.
- B. Finish wood doors at factory.
- C. Transparent Finish: Comply with requirements indicated for grade, finish system, staining effect, and sheen.
 - 1. Grade: Custom.
 - 2. Finish: AWI Conversion Varnish System as standard with manufacturer. Match existing doors.
 - 3. Effect: Match existing doors.
 - 4. Sheen: Match existing doors.

2.6 GLAZING OF FLUSH WOOD DOORS

- A. Glazing shall be by wood door manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine installed door frames prior to hanging door:
 - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with plumb jambs and level heads.
 - 2. Reject doors with defects.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation see Division 08 Section "Door Hardware."
- B. Manufacturer's Instructions: Install wood doors to comply with manufacturer's instructions and referenced AWI quality standard and as indicated.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely. Rehang or replace doors that do not stay in position when left open.
- B. Finished Doors: Refinish or replace doors damaged during installation.
- C. Protect doors as recommended by door manufacturer to ensure that wood doors will be without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 08 7100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following:
 - 1. Hinges.
 - 2. Key control system.
 - 3. Lock cylinders and keys.
 - 4. Lock and latch sets.
 - 5. Bolts.
 - 6. Closers.
 - 7. Miscellaneous door control devices.
 - 8. Door trim units.
 - 9. Protection plates.
 - 10. Weatherstripping for exterior doors.
 - 11. Seals
 - 12. Thresholds
 - 13. Power Supplies
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 "General Conditions".
 - 2. Division 08 Section "Flush Wood Doors" for factory prefitting and factory premachining of doors for door hardware.
 - 3. Division 08 Section "Aluminum Storefront Doors and Frames"
- D. Products furnished but not installed under this Section include:
 - 1. Power Supplies installed by Division 26

1.3 HARDWARE RESPONSIBILITIES

- A. Door hardware supplier's responsibilities shall be as follows:
 - 1. Submittals: Submit through Contractor required product data, final hardware schedule, separate keying schedule, and samples as specified in this Section, unless otherwise indicated.
 - 2. Construction Schedule: Inform Contractor promptly of estimated times and dates that will be required to process submittals, to furnish templates, to deliver hardware, and to perform other work associated with furnishing door hardware for purposes of including this data in construction schedule. Comply with this schedule.

3. Coordination and Templates: Assist Contractor as required to coordinate hardware with other work in respect to both fabrication and installation. Furnish Contractor with templates and deliver hardware to proper locations.
4. Product Handling: Package, identify, deliver, and inventory door hardware specified in this Section.
5. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of door hardware selection, furnish types, finishes, and quantities of door hardware, including fasteners, and Owner's maintenance tools required to comply with specified requirements and as needed to install and maintain hardware. Furnish or replace any items of door hardware resulting from shortages and incorrect items at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.

B. Contractor's responsibilities shall be as follows:

1. Submittals: Coordinate and process submittals for door hardware in same manner as submittals for other work.
2. Construction Schedule: Cooperate with door hardware supplier in establishing scheduled dates for submittals and delivery of templates and door hardware. Incorporate in construction schedule the times and dates related to furnishing hardware by door hardware supplier.
3. Coordination: Coordinate door hardware with other Work. Furnish hardware supplier or manufacturer with shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.
4. Product Handling: Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials.
5. Installation Information: The general types and approximate quantities of hardware required for this Project are indicated at the end of this Section in order to establish Contractor's costs for installation and other work not included in allowance.
6. No adjustments in Contract sum will be made for costs other than those covered by the allowances for subsequent increases or decreases in quantity of one or more hardware types that do not exceed 5 percent.

1.4 SUBMITTALS

- A. Product Data: Include manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- B. Final Hardware Schedule: Coordinate with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 1. Final Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations or every item required for each door or opening. Include the following information:
 - a. Type, style, function, size, and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of each hardware set cross referenced to indications on Drawings both on floor plans and in door and frame schedule.
 - e. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for hardware.

- g. Door and frame sizes and materials.
 - h. Keying information.
 - 2. Submittal Sequence: Submit the schedule in a DHI vertical format where acceptance of hardware schedule must precede fabrication of other work that is critical in the Project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by door hardware, and other information essential to the coordinated review of schedule.
 - 3. Submittal Sequence: Submit final schedule along with essential product data in order to facilitate the fabrication of other work that is critical in the Project construction schedule. Submit final schedule after samples, product data, coordination with shop drawings of other work, delivery schedules, and similar information has been completed and accepted.
 - 4. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled
- C. Templates: For doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for the Project and that employs an experienced architectural hardware consultant (AHC) who is available to Contracting Officer and Contractor, at reasonable times during the course of the Work, for consultation.
 - 1. Require supplier to meet with Contracting Officer to finalize keying requirements and to obtain final instructions in writing.
- C. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of door hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packed in same container.

- C. Inventory door hardware jointly with representatives of hardware supplier and hardware installed until each is satisfied that count is correct.
- D. Deliver individually packaged door hardware items promptly to place of installation (shop or Project site).
- E. Provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items that are not immediately replaceable so that completion of the Work will not be delayed by hardware losses both before and after installation.

1.7 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

1.8 WARRANTY:

- A. Refer to Conditions of the Contract
- B. Manufacturer's Warranty:
 - 1. Closers: Lifetime
 - 2. Exit Devices: Five Years
 - 3. Locksets & Cylinders: Ten years
 - 4. All other Hardware: Two years

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work are noted on the plans. Substitutions are not allowed as the specified hardware matches existing installation.

2.2 SCHEDULED HARDWARE

- A. Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of finish hardware are indicated in the "Hardware Schedule" and the end of this Section. Products are identified by using hardware designation numbers of the following:
 - 1. Manufacturer's Product Designations: The product designation and name of one manufacturer are listed for each hardware type required for the purpose of establishing minimum requirements. Provide either the product designated or, where more than one manufacturer is specified under the Article "Manufacturers" in Part 2 for each hardware type, the comparable product of one of the other manufacturers that complies with requirements.

2. BHMA designations used elsewhere in this Section or in schedules to describe hardware items or to define quality or function are derived from the following standards. Provide products complying with these standards and requirements specified elsewhere in this Section.
 - a. Butts and Hinges: BHMA A156.1.
 - b. Bored and Preassembled Locks and Latches: BHMA A156.2.
 - c. Door Controls - Closers: BHMA A156.4.
 - d. Architectural Door Trim: BHMA A156.6.
 - e. Template Hinge Dimensions: BHMA A156.7.
 - f. Mortise Locks and Latches: BHMA A156.13.
 - g. Closer Holder Release Devices: BHMA A156.15.
 - h. Auxiliary Hardware: BHMA A156.16.
 - i. Materials and Finishes: BHMA A156.18.

2.3 MATERIALS AND FABRICATION

- A. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
- B. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.
- C. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
- D. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

2.4 HINGES, BUTTS, AND PIVOTS

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- B. Screws: Provide and install manufacturer provided screws complying with the following requirements:
 1. For metal doors and frames install machine screws into drilled and tapped holes.
 2. For wood doors and frames install wood screws.
 3. For fire-rated wood doors install #12 x 1-1/4-inch (32-mm), threaded-to-the-head steel wood screws or as otherwise required by NFPA-80.

4. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 1. Out-Swing Exterior Doors: Non-removable pins.
 2. Out-Swing Corridor Doors with Locks: Non-removable pins.
 3. Interior Doors: Nonrising pins.
 4. Tips: Flat button and matching plug, finished to match leaves.
- D. Number of Hinges: Provide number of hinges indicated but not less than 3 hinges per door leaf for doors 90 inches (2250 mm) or less in height and one additional hinge for each 30 inches (750 mm) of additional height.
 1. Fire-Rated Doors: Not less than 3 hinges per door leaf for doors 90 inches or less in height with same rule for additional hinges.

2.5 LOCK CYLINDERS AND KEYING

- A. Existing System: Grandmasterkey the locks to the Owner's existing system, per the Owner's instructions. Final keying will be established by the Owner. Conduct keying meeting prior to ordering of locksets to coordinate keying system to tie-in with Owner standardized systems and components.
- B. Equip all Locksets and cylinders with construction keying.
 1. Furnish final keys to owner prior to building occupancy.
 2. Upon Substantial Completion owner to use permanent keys in all lock cylinders to void construction keys.
- C. All permanent keys provided for these locks shall be sent direct to the Owner via certified mail, signature required, prior to building occupancy for safekeeping.
- D. Metals: Construct lock cylinder parts from brass or bronze, stainless steel, or nickel silver.
- E. Provide Bump Resistant Cylinders where noted (BR).
- F. Comply with Owner's instructions for masterkeying and, except as otherwise indicated, provide individual change key for each lock that is not designated to be keyed alike with a group of related locks. Furnish Sargent Conventional Cylinders and Cores, 6 Pin, Standard keyway to match owners existing system.
 1. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol, and notation "DO NOT DUPLICATE."
- G. Key Material: Provide keys of nickel silver only.
- H. Key Quantity: Furnish.
 1. 3 change keys for each lock
 2. 1 extra blank for each lock.
 3. 10 each Construction Keys
 4. 2 each Master Keys
 5. 1 each Grand Master Key

2.6 LOCKS, LATCHES, AND BOLTS

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set, unless otherwise indicated.
 - 1. Provide curved lip strikes for locks with 2-piece, antifriction latchbolts as recommended by manufacturer.
 - 2. Provide extended lips for locks used on frames where required to avoid damage to frame, wall or trim.
 - 3. Provide recess type top strikes for bolts locking into head frames, unless otherwise specified.
 - 4. Provide lipped strikes where required for proper functionality, for top bolts in frame headers.
 - 5. Provide dust-proof strikes for foot bolts
 - 6. Provide roller type strikes where recommended by manufacturer or the latch and lock units.
 - 7. Lever trim shall not be removable when spindle is broken on secure side of door.
- B. Lock Throw: Comply with UL requirements for throw of bolts and latch bolts on rated fire openings. Where required, provide 3/4-inch minimum throw of latch.
- C. Tactile Warning: Tactile Levers shall be provided as a warning at all doors where hazards may exist.

2.7 CLOSERS AND DOOR CONTROL DEVICES

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit depending on size of door, exposure to weather, and anticipated frequency of use.
 - 1. Where parallel arms are indicated for closers, provide:
 - a. Closer sized to meet the manufacturer's recommendations.
 - b. Extra Duty Arms
- B. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units complying with ANSI A117.1 provisions for door opening force and delayed action closing.
- C. Combination Door Closers and Holders: Except where noted otherwise, Provide units designed to hold door in open position under normal usage and to release and close door automatically under fire conditions. Incorporate an integral electromagnetic holder mechanism designed for use with UL listed fire detectors, provided with normally closed switching contacts.
 - 1. Provide integral smoke detector device in combination door closers and holders complying with UL 228.
- D. Provide grey resilient parts for exposed bumpers.

2.8 DOOR TRIM UNITS

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine screws or self-tapping screws.

- B. Fabricate edge trim of stainless steel to fit door thickness in standard lengths or to match height of protection plates.
- C. Protection plates not more than 2 inches (50 mm) less than door width on push side at single doors and pairs with mullions and not more than 1 inch (25 mm) less than door width on push side at pairs without mullions and where mop plates are indicated on pull side, by height indicated.
 - 1. Metal Plates: Stainless Steel, .050 inch (U.S. 18 gauge) (1.3 mm).

2.9 WEATHERSTRIPPING, SEALS AND INTUMESCENTS

- A. General: Provide continuous weatherstripping on exterior doors and smoke, light, or sound seals on interior doors where indicated or schedule. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.
- B. Provide intumescent seals as required by the door and frame manufacturers tested assembly requirements for labeled opening assemblies as needed.
- C. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from stocks maintained by manufacturer.
- D. Weatherstripping at Jambs and Heads: Provide bumper-type resilient insert and metal retainer strips, surface applied and of following metal, finish, and resilient bumper material:
 - 1. Extruded aluminum with natural anodized finish, 0.062-inch (1.6 mm) minimum thickness of main walls and flanges with silicon seal.
- E. Weatherstripping at Door Bottoms: Provide design and size shown in sets

2.10 THRESHOLDS

- A. General: Except as otherwise indicated, provide standard metal threshold unit of type, size, and provide as shown or scheduled.
- B. Exterior Hinged or Pivoted Doors: Provide units not less than 4 inches (100 mm) wide, formed to accommodate change in floor elevation where indicated, fabricated to accommodate door hardware and to fit door frames, and as follows:
 - 1. Seal thresholds as noted in part 3 of this specification section.

2.11 HARDWARE FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets (or push-pull units if no latch or lock sets).
- B. Provide finishes that match those established by the existing installation.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

- D. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze, and aluminum, except as otherwise indicated. The suffix "NL" is used with standard finish designations to indicate "no lacquer."
- E. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in BHMA A156.18, "Materials and Finishes," including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.
- F. The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.
 - 1. Rust-Resistant Finish: For iron and steel base metal required for exterior work and in areas shown as "High Humidity" areas (and also when designed with the suffix-RR), provide 0.2-mil (0.005-mm) thick copper coating on base metal before applying brass, bronze, nickel, or chromium plated finishes.
- G. Closer finishes listed in the hardware sets are for the closer covers. Closer bodies and arms are to be painted to match.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mount hardware units at heights indicated in following applicable publications, except as specifically indicated or required to comply with governing regulations and except as otherwise directed by Contracting Officer.
 - 1. "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.
 - 2. "Recommended Locations for Builders Hardware for Custom Steel Doors and Frames" by the Door and Hardware Institute.
 - 3. "Recommended Locations for Builders Hardware for Wood Doors" by the Door and Hardware Institute.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or applications or surface protection with finishing work specified in the Division 09 painting Sections. Do not install surface-mounted items until finishes have been completed on the substrates involved.
- C. Set units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Set thresholds and raindrips, for exterior doors, in full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements specified in Division 07 Section "Joint Sealants."
 - 1. Seal Thresholds four sides

- F. Weatherstripping and Seals: Comply with manufacturer's instructions and recommendations to the extent installation requirements are not otherwise indicated.

3.2 ADJUSTING, CLEANING, AND DEMONSTRATING

- A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
 - 1. Where door hardware is installed more than one month prior to acceptance or occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- B. Clean adjacent surfaces by hardware installation.
- C. Instruct Owner's personnel in the proper adjustment and maintenance of door hardware and hardware finishes.
- D. Six-Month Adjustment: Approximately six months after the date of Substantial Completion, the Installer, accompanied by representatives of the manufacturers of latchsets and locksets and of door control devices, and of other major hardware suppliers, shall return to the Project to perform the following work:
 - 1. Examine and re-adjust each item of door hardware as necessary to restore function of doors and hardware to comply with specified requirements.
 - 2. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures.
 - 3. Replace hardware items that have deteriorated or failed due to faulty design, materials, or installation of hardware units.
 - 4. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.3 HARDWARE SCHEDULE

- A. General: Provide hardware for each door to comply with the hardware schedule on the construction documents.

SECTION 08 8000 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Types of glazing included:
 - 1. Primary float glass.
 - 2. Heat-treated (tempered) float glass.
 - 3. Insulating units.

1.3 DEFINITIONS

- A. Manufacturer is used in this Section to refer to a firm that produces primary glass or fabricated glass as defined in the referenced glazing standard.
- B. Deterioration of Insulating Glass: Failure of the hermetic seal under normal use due to causes other than glass breakage and improper practices for maintaining, and cleaning insulating glass. Evidence of failure is the obstruction of vision by dust, moisture, or film on the interior surfaces of glass. Improper practices for maintaining and cleaning glass do not comply with the manufacturer's directions.

1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems that are produced, fabricated, and installed to withstand normal thermal movement, wind loading, and impact loading (where applicable), without failure including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; and other defects in construction.
- B. Normal thermal movement results from the following maximum change (range) in ambient and surface temperatures acting on glass-framing members and glazing components. Base engineering calculation on materials' actual surface temperatures due to both solar heat gain and nighttime sky heat loss.
 - 1. Temperature Change (Range): 120 F deg, ambient; 180 F deg, material surfaces.

1.5 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.

- B. Samples for Verification Purposes: 12-inch square samples of each type of glass indicated except for clear monolithic glass products, and 12-inch long samples of each color required (except black) for each type of sealant or gasket exposed to view. Install sealant or gasket sample between two strips of material representative in color of the adjoining framing system.
 - 1. Provide for Architect's Review: Sample 6 inches wide x 12 inches long of visual warning strip to be applied to top of glass dividers at Lobby.
- C. Glass fabricator shall submit copy of his glass manufacturer's certification for insulating products.
- D. Product Certificates: Signed by glazing materials manufacturers certifying that their products comply with specified requirements.
- E. Maintenance Data: For glass and other glazing materials to include in Operating and Maintenance Manual specified in Division 01.

1.6 QUALITY ASSURANCE

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, except where more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: "GANA Glazing Manual."
 - 2. IGMA Publications: SIGMA TM-3000 "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use" and TB-3001 "Sloped Glazing Guidelines."
- B. Safety Glass: Products complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201 for Category II materials.
 - 1. Subject to compliance with requirements, provide safety glass permanently marked with certification label of Safety Glazing Certification Council (SGCC) or other certification agency acceptable to authorities having jurisdiction.
- C. Insulating Glass Certification Program: Provide insulating glass units permanently marked either on spacers or at least one component lite of units with appropriate certification label of inspecting and testing agency indicated below:
 - 1. Insulating Glass Certification Council (IGCC).
- D. Glass Fabricator Qualifications: Fabricator of insulating units shall be certified by glass manufacturer.
- E. Glazier Qualifications: Engage an experienced glazier who has completed glazing similar in material, design, and extent to that indicated for Project with a record of successful in-service performance.
- F. Single-Source Responsibility for Glass: Obtain glass from one source for each product indicated below:
 - 1. Primary glass of each (ASTM C 1036) type and class indicated.
 - 2. Heat-treated glass of each (ASTM C 1048) condition indicated.
 - 3. Insulating glass of each construction indicated.

- G. Single-Source Responsibility for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.
- H. Pre-Installation Conference: Conduct conference at Project site to comply with requirements of Division 01.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials to comply with manufacturer's directions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
 - 1. Where insulating glass units will be exposed to substantial altitude changes, comply with insulating glass fabricator's recommendations for venting and sealing to avoid hermetic seal ruptures.

1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing materials manufacturer or when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Install liquid sealants at ambient and substrate temperatures above 40 deg F.

1.9 WARRANTY

- A. General: Warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
- B. Manufacturer's Warranty on Insulating Glass: Submit written warranty signed by manufacturer of insulating glass agreeing to furnish replacements for insulating glass units that deteriorate as defined in "Definitions" article, f.o.b. point of manufacture, freight allowed Project site, within specified warranty period indicated below. Warranty covers only deterioration due to normal conditions of use and not to handling, installing, protecting, and maintaining practices contrary to glass manufacturer's published instructions.
 - 1. Warranty Period: Manufacturer's standard but not less than 10 years after date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products of one of the following manufacturers:
 - 1. Manufacturers of Clear Float Glass:
 - a. Guardian Industries Corp.
 - b. PPG Industries, Inc.
 - c. AFG Industries, Inc.
 - d. Viracon, Inc.

2.2 PRIMARY FLOAT GLASS PRODUCTS

- A. Float Glass: ASTM C 1036, Type I (transparent glass, flat), Class as indicated below, and Quality q3 (glazing select).
 - 1. Class 1 (clear) unless otherwise indicated.
 - 2. Class 2 (tinted, heat-absorbing, and light reducing) where indicated.
- B. Refer to requirements for sealed insulating glass units for performance characteristics of assembled units composed of tinted glass, coated or uncoated, relative to visible light transmittance, U-values, shading coefficient, and visible reflectance.

2.3 HEAT-TREATED FLOAT GLASS PRODUCTS, GENERAL

- A. Fabrication Process: By horizontal (roller-hearth) process.

2.4 HEAT-TREATED FLOAT GLASS

- A. Uncoated, Clear, Heat-Treated Float Glass (CTG): ASTM C 1048, Condition A (uncoated surfaces), Type I (transparent glass, flat), Class 1 (clear), Quality q3 (glazing select), 6 mm thick, kind as indicated below:
 - 1. Kind HS (heat strengthened) where indicated.
 - 2. Kind FT (fully tempered) where indicated.
- B. Uncoated, Tinted, Heat-Treated Float Glass: ASTM C 1048, Condition A (uncoated surfaces), Type I (transparent glass, flat), Class 2 (tinted heat-absorbing and light-reducing), Quality q3 (glazing select), with tint color and performance characteristics for 6 mm thick glass matching those indicated for annealed primary tinted float glass; kind as indicated below:
 - 1. Kind FT (fully tempered) where indicated.
- C. Manufacturers: Provide heat-treated glass by manufacturer of clear float glass listed above.

2.5 COATED FLOAT GLASS

- A. High-Performance Coatings: Low-E (low emissivity) type.

2.6 INSULATING GLASS PRODUCTS

- A. Sealed Insulating Glass Units: Preassembled units consisting of organically sealed lites of glass separated by dehydrated air spaces complying with ASTM E 774 and with other requirements indicated.
 - 1. For properties of individual glass lites making up units, refer to requirements specified elsewhere in this Section applicable to types, classes, kinds, and conditions of glass products comprising lites of insulating glass units.
 - 2. Provide float glass or heat-treated float glass of kind indicated or, if not otherwise indicated, Kind HS (heat strengthened) where recommended by manufacturer to comply with system performance requirements specified and Kind FT (fully tempered) where safety glass is designated or required.
 - 3. Performance characteristics designated for insulating glass are nominal values based on manufacturer's published test data for units with lites 6 mm thick and nominal 1/2-inch dehydrated space between lites, unless otherwise indicated.
 - 4. U-values are expressed as Btu/hr x sq. ft. x deg F.

- B. Insulating Glass Units: 1-inch thick units, PPG Solarban 60 tinted Low-E Insulating Glass, with Low-E coating on #2 surface. Manufacturer's standard Low-E units complying with the following requirements:
1. Exterior Pane: Tinted float glass, PPG "Solargray," 1/4-inch thick.
 - a. Kind FT (fully tempered) where noted or required by code.
 2. 1/2-inch air space.
 3. Interior Pane: Clear float glass, typically, 1/4-inch thick.
 - a. Kind FT (fully tempered) where noted or required by code.
 4. Nominal Performance Characteristics:
 - a. Visible Light Transmittance: 35%.
 - b. Shading Coefficient: 0.28.
 - c. Summer Daytime U-Value: 0.27.
 - d. Light to Solar Gain (LSG): 1.47.
 5. Locations: As shown on Frame Elevations.

2.7 TYPICAL INTERIOR GLASS

- A. Tempered Glass: ASTM C 1048, Kind FT (fully tempered, Condition A (uncoated), Type I (transparent flat glass), Quality-Q3. Provide products that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to 16 CFR 1201 for Category II materials.
1. Clear Glass: Class 1 (clear).
 2. Thickness: 1/4 inch.
 3. Provide safety glass permanently marked with certification label of Safety Glazing Certification Council or another certification agency acceptable to authorities having jurisdiction.

2.8 ELASTOMERIC GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
1. Compatibility: Select glazing sealants and tapes of proven compatibility with other materials they will contact, including glass products, seals of insulating glass units, and glazing channel substrates, under conditions of installation and service, as demonstrated by testing and field experience.
 2. Suitability: Comply with sealant and glass manufacturer's recommendations for selecting glazing sealants that are suitable for applications indicated and conditions existing at time of installation.
 3. Colors of Exposed Glazing Sealants: Provide selections made by Architect from manufacturer's full range for products of type indicated.
- B. Elastomeric Glazing Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer indicated that comply with ASTM C 920 requirements indicated below:
1. Two-Part Polysulfide Glazing Sealant: Type M; Grade NS; Class 25; Uses NT, M, G, A, and, as applicable to uses indicated, O.
 2. One-Part Acid-Curing Silicone Glazing Sealant: Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to uses indicated, O.

3. One-Part Non-Acid-Curing Silicone Glazing Sealant: Type S; Grade NS, Class 25; Uses NT, G, A, and, as applicable to uses indicated, O; and complying with the following requirements for modulus and additional joint movement capability.
 - a. Medium Modulus: Tensile strength of not less than 45 nor more than 75 psi at 100 percent elongation when tested per ASTM D 412 after 14 days at 77 deg F and 50 percent relative humidity.
 - b. Additional capability, when tested per ASTM C 719 for adhesion and cohesion under maximum cyclic movement, to withstand the following percentage increase and decrease of joint width, as measured at time of application, and remain in compliance with other requirements of ASTM C 920: 50 percent.

2.9 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tape: Closed-cell, PVC foam tape; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
 1. Type 1, for glazing applications in which tape acts as the primary sealant.
 2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.10 GLAZING GASKETS

- A. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock strips, complying with ASTM C 542, black.
- B. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
 1. EPDM, ASTM C 864.
 2. Silicone, ASTM C 1115.
 3. Thermoplastic polyolefin rubber, ASTM C 1115.
 4. Any material indicated above.
- C. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
 1. EPDM.
 2. Silicone.
 3. Thermoplastic polyolefin rubber.
 4. Any material indicated above.

2.11 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.12 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.
- B. Grind smooth and polish exposed glass edges.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine glass framing, with glazier present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Do not proceed with glazing until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings that are not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined recommendations of manufacturers of glass, sealants, gaskets, and other glazing materials, except where more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions as indicated on Drawings provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass from edge damage during handling and installation. Remove damaged glass from Project site and legally dispose of off site. Damaged glass is glass with edge damage or other imperfections that, when installed, weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing standard, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass sizes larger than 50 united inches (length plus height) as follows:
 - 1. Locate spacers inside, outside, and directly opposite each other. Install correct size and spacing to preserve required face clearances, except where gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and comply with system performance requirements.
 - 2. Provide 3-mm (1/8-inch) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking to comply with requirements of referenced glazing publications, unless otherwise required by glass manufacturer.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

- B. Install tapes continuously but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each lite is installed.
- F. Apply heel bead of elastomeric sealant, if required.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 LOCK-STRIP GASKET GLAZING

- A. Comply with ASTM C 716 and gasket manufacturer's printed recommendations. Provide supplementary wet seal and weep system, unless otherwise indicated.

3.8 PROTECTION AND CLEANING

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkali deposits, or stains; remove as recommended by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than 4 days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

END OF SECTION

DIVISION 09 - FINISHES

Section 09 2116	Gypsum Board Assemblies
Section 09 3000	Tiling
Section 09 6513	Resilient Base and Accessories
Section 09 9100	Painting

SECTION 09 2116 - GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel framing members to receive gypsum board.
 - 2. Interior gypsum wallboard.
- B. NOTE: Refer to ASTM Standards C 645-00 (Standard Specification for Nonstructural Steel Framing Members) and C 754-00 (Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products). See current "Industry Designator" data regarding cold-formed steel framing members (definitions and framing criteria).

1.3 SUBMITTALS

- A. Texture samples 12" x 12".

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer.
- B. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.
- C. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.
- D. Field Samples: On actual gypsum board assemblies, prepare field samples of at least 100 sq. ft. in surface area for the following applications. Simulate finished lighting conditions for review of in-place unit of Work.
 - 1. Surfaces indicated to receive textured finishes specified in this Section.

1.5 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.

- B. Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40 deg F. For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F for 48 hours prior to application and continuously after until dry. Do not exceed 95 deg F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces, as required, for drying joint treatment materials. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Grid Suspension Assemblies:
 - a. Armstrong World Industries
 - b. Chicago Metallic Corp.
 - c. USG Corporation.
 - 2. Gypsum Board and Related Products:
 - a. BPB America, Inc.
 - b. G-P Gypsum
 - c. National Gypsum Co.
 - d. PABCO Gypsum
 - e. USG Corporation.

2.2 STEEL FRAMING COMPONENTS FOR SUSPENDED AND FURRED CEILINGS

- A. General: Comply with ASTM C 754 for conditions indicated.
- B. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper.
- C. Hanger Rods: ASTM A 510 Mild carbon steel and zinc-coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel and zinc-coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8-inch wide, formed from 0.0635-inch-thick galvanized steel sheet complying with ASTM A 653 Coating Designation G90, with bolted connections and 5/16-inch-diameter bolts.
- F. Channels: Cold-rolled steel, 0.0538-inch-minimum thickness of base (uncoated) metal and 7/16-inch-wide flanges, and as follows:
 - 1. Carrying Channels: 2 inches deep, 590 lb per 1000 feet, unless otherwise indicated.
 - 2. Furring Channels: 3/4 inch deep, 300 lb per 1000 feet, unless otherwise indicated.
 - 3. Finish: G-60 hot-dip galvanized coating per ASTM A 653 for framing for exterior soffits and where indicated.

- G. Steel Studs for Furring Channels: ASTM C 645, with flange edges bent back 90 deg and doubled over to form 3/16-inch minimum lip (return), minimum thickness of base (uncoated) metal and minimum depth as follows:
1. Thickness: 0.0179 inch, unless otherwise indicated.
 2. Depth: 3-5/8 inches, unless otherwise indicated.
 3. Protective Coating: G40 hot-dip galvanized coating per ASTM A 653 for framing for exterior soffits and ceiling suspension members in areas within 10 feet of exterior walls.
- H. Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth of 7/8 inch, and minimum thickness of base (uncoated) metal as follows:
1. Thickness: 0.0179 inch, unless otherwise indicated.
 2. Protective Coating: G40 hot-dip galvanized coating per ASTM A 653 for framing for exterior soffits and ceiling suspension members in areas within 10 feet of exterior walls.
- I. Grid Suspension System for Interior Ceilings: ASTM C 645, manufacturer's standard direct-hung grid suspension system composed of main beams and cross furring members that interlock to form a modular supporting network.

2.3 STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90 degrees and doubled over to form 3/16-inch-wide minimum lip (return) and complying with the following ASTM C754 requirements for interior, non-load-bearing steel studs in gypsum wallboard walls (5 PSF, L/240, non-composite):

STUD SIZE	MAXIMUM HEIGHT, FEET			DESIGN BASED ON SSMA SIZE
	SPACING, INCHES			
	12	16	24	
3-5/8" x 25 gauge	15'-4"	14'-4"	13'-5"	350S125-18
3-5/8" x 20 gauge	17'-10"	16'-5"	14'-9"	362S137-33
6" x 20 gauge	26'-9"	24'-6"	21'-7"	600S137-33

1. Provide metal floor and ceiling runners designed to accommodate the specified studs.
- B. Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth and minimum thickness of base (uncoated) metal as follows:
1. Depth: 7/8 inch.
 2. Depth: 1-1/2 inch.
 3. Minimum Base Metal Thickness: 0.0179 inch, unless otherwise indicated.
- C. Furring Brackets: Serrated-arm type, adjustable, fabricated from corrosion-resistant steel sheet complying with ASTM C 645, minimum thickness of base (uncoated) metal of 0.0329 inch, designed for screw attachment to steel studs and steel rigid furring channels used for furring.
- D. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

2.4 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end butt joints. Products comply with ASTM C 1396 requirements.
 - 1. Thickness: Provide gypsum board in 5/8 inch thickness to comply with ASTM C 840 for application system and support spacing indicated.
- B. Gypsum Wallboard:
 - 1. Type: Type X.
 - 2. Edges: Tapered.
 - 3. Thickness: 5/8 inch unless shown otherwise.
- C. Water-Resistant Gypsum Backing Board:
 - 1. Type: Regular, unless shown otherwise.
 - 2. Thickness: 5/8 inch, unless shown otherwise.

2.5 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Corner beads, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
 - 1. Material: Formed metal, plastic, or metal combined with paper, with metal complying with the following requirement:
 - a. Sheet steel zinc-coated by hot-dip process.
 - b. Sheet steel coated with zinc by hot-dip or electrolytic processes, or with aluminum or rolled zinc.
 - 2. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047:
 - a. Cornerbead on outside corners, unless otherwise indicated.
 - b. LC-bead with both face and back flanges; face flange formed to receive joint compound. Use LC-beads for edge trim unless otherwise indicated.
 - c. L-bead with face flange only; face flange formed to receive joint compound. Use L-bead where indicated.
 - d. U-bead with face and back flanges; face flange formed to be left without application of joint compound. Use U-bead where indicated.
 - e. One-piece control joint formed with V-shaped slot, with removable strip covering slot opening.

2.6 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
 - 1. Use pressure-sensitive or staple-attached open-weave glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
- C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
 - 1. Ready-Mixed Formulation: Factory-mixed product.
 - 2. Job-Mixed Formulation: Powder product for mixing with water at Project site.

3. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
4. Topping compound formulated for fill (second) and finish (third) coats.
5. All-purpose compound formulated for both taping and topping compounds.

2.7 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot grouting hollow metal door frames.
- C. Steel drill screws complying with ASTM C 1002 for the following applications:
 1. Fastening gypsum board to steel members less than 0.03 inch thick.
 2. Fastening gypsum board to gypsum board.
- D. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.

2.8 TEXTURE FINISH PRODUCTS

- A. Primer: Of type recommended by texture finish manufacturer.
- B. Aggregate Finish: Factory-packaged proprietary drying-type powder product formulated with aggregate for mixing with water at Project site for spray application to produce texture indicated below:
 1. Light Orange Peel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

3.3 INSTALLING STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.
- C. Isolate steel framing from building structure at locations indicated to prevent transfer of loading imposed by structural movement. Comply with details shown on Drawings.
 - 1. Where building structure abuts ceiling perimeter or penetrates ceiling.
 - 2. Where partition framing and wall furring abut structure except at floor.
 - a. Provide slip- or cushioned-type joints as detailed to attain lateral support and avoid axial loading.
- D. Do not bridge building expansion and control joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated.

3.4 INSTALLING STEEL FRAMING FOR SUSPENDED AND FURRED CEILINGS

- A. Suspend ceiling hangers from building structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
 - 3. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause them to deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 4. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eyescrews, or other devices and fasteners that are secure and appropriate for structure as well as for type of hanger involved, and in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 5. Do not support ceilings directly from permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 - 6. Do not attach hangers to steel deck tabs.
 - 7. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 8. Do not connect or suspend steel framing from ducts, pipes or conduit.
- B. Sway-brace suspended steel framing with hangers used for support.
- C. Install suspended steel framing components in sizes and at spacings indicated but not less than that required by the referenced steel framing installation standard.
 - 1. Wire Hangers: 0.1620-inch (8-gage) diameter, 4 feet o.c.
 - 2. Carrying Channels (Main Runners): 1-1/2 inch, 4 feet o.c.
 - 3. Rigid Furring Channels (Furring Members): 16 inches o.c. or 24 inches o.c. as indicated.

- D. Installation Tolerances: Install steel framing components for suspended ceilings so that cross-furring members or grid suspension members are level to within 1/8 inch in 12 feet as measured both lengthwise on each member and transversely between parallel members.
- E. Wire-tie or clip furring members to main runners and to other structural supports as indicated.
- F. Grid Suspension System: Attach perimeter wall track or angle where grid suspension system meets vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

3.5 INSTALLING STEEL FRAMING FOR WALLS AND PARTITIONS

- A. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.
 - 1. Where studs are installed directly against exterior walls, install asphalt felt strips between studs and wall.
- B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Cut studs 1/2 inch short of full height. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
- D. Install steel studs and furring in sizes and at spacings indicated but not less than that required by the referenced steel framing installation standard to comply with maximum deflection and minimum loading requirements specified:
 - 1. Single-Layer and Double Layer Construction: Space studs at 24 inches o.c. maximum unless noted otherwise.
- E. Install steel studs so that flanges point in the same direction and so that leading edges or ends of each gypsum board can be attached to open (unsupported) edges of stud flanges first.
- F. Frame door openings to comply with details indicated, with GA-600, and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - 1. Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above.
- G. Frame openings other than door openings to comply with details indicated or, if none indicated, in same manner as required for door openings. Install framing below sills of openings to match framing required above door heads.

3.6 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install ceiling board panels across framing to minimize the number of abutting end joints and avoid abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

- C. Install wall / partition board panels to minimize the number of abutting end joints or avoid them entirely. Stagger abutting end joints not less than one framing member in alternate courses of board.
- D. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- E. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position adjoining panels so that tapered edges abut tapered edges, and field-cut edges abut field-cut edges and ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Avoid joints at corners of framed openings where possible.
- F. Attach gypsum panels to steel studs so that the leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- G. Attach gypsum panels to framing provided at openings and cutouts.
- H. Spot grout hollow metal door frames for solid core wood doors, hollow metal doors, and doors over 32 inches wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.
- I. Form control joints and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
- J. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chase walls that are braced internally.
 - 1. Except where concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect open concrete coffer, concrete joists, and other structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by coffer, joists, and other structural members; allow 1/4-to-1/2-inch-wide joints to install sealant.
- K. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors, as detailed. Provide 1/4-inch-to-1/2-inch-wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- L. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

3.7 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
 - 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.

2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated, and provide panel lengths that will minimize end joints.
3. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistive-rated assemblies. Use maximum-length panels to minimize end joints.
4. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.

B. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:

1. Fasten with screws.

3.8 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install corner beads at external corners.
- C. Install edge trim where edge of gypsum panels would otherwise be exposed or semiexposed. Provide edge trim type with face flange formed to receive joint compound except where other types are indicated.
 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
 2. Install L-bead where edge trims can only be installed after gypsum panels are installed.
 3. Install U-bead where indicated.
 4. Install aluminum edge trim and other accessories where indicated.
- D. Install control joints at locations indicated, and where not indicated according to ASTM C 840, and in locations approved by Architect for visual effect.
- E. Install H-molding in exterior gypsum board assemblies where control joints are indicated. Install on cut or ends of gypsum panels, not on tapered edges.

3.9 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration and levels of gypsum board finish indicated.
- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints except those with trim accessories having concealed face flanges not requiring taping to prevent cracks from developing in joint treatment at flange edges.

- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.
 - 1. Level 1 for ceiling plenum areas, concealed areas, and where indicated, unless a higher level of finish is required for fire-resistive-rated assemblies and sound-rated assemblies.
 - 2. Level 2 where water-resistant gypsum backing board panels form substrates for tile, and where indicated.
 - 3. Level 4 for gypsum board surfaces unless otherwise indicated.
- E. For level 4 gypsum board finish, embed tape in joint compound and apply three separate coats of joint compound over joints, angles, fastener heads, and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration. Use the following joint compound combination:
 - 1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound.
 - 2. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
 - 3. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
- F. Where level 2 gypsum board finish is indicated, apply joint compound specified for first coat in addition to embedding coat.
- G. Where level 1 gypsum board finish is indicated, apply joint compound specified for embedding coat.

3.10 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes according to texture finish manufacturer's instructions. Apply primer only to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish to gypsum panels and other surfaces indicated to receive texture finish according to texture finish manufacturer's directions. Using powered spray equipment acceptable to texture finish manufacturer, produce a uniform texture matching approved field samples and free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray as recommended by texture finish manufacturer to prevent damage.

3.11 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer, that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 09 3000 - TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Porcelain floor tile.
 - 2. Glazed wall tile.
 - 3. Stone thresholds installed as part of tile installations.

1.3 SUBMITTALS

- A. Samples for Verification: Of each item listed below, prepared on Samples of size and construction indicated, products involving color and texture variations, in sets showing full range of variations expected.
 - 1. Submit for Architect's verification one sample of each different color of glazed wall tile, porcelain pavers and grout specified herein.
- B. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.
- C. Product Data: For each type of tile, mortar, grout and other products specified.

1.4 PROJECT CONDITIONS

- A. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent damage to tile work from carbon dioxide buildup.
- C. Maintain temperatures at 50 deg F or more in tiled areas during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Glazed Wall Tile:
 - a. American Olean Tile Co., Inc.
 - * b. Dal-Tile Corporation.
 - c. Interceramic.
2. Porcelain Pavers:
 - a. Caesar Ceramic.
 - b. Crossville Ceramics.
 - * c. Dal-Tile Corporation.
 - d. Interceramic.
3. Mortars and Grouts:
 - a. American Olean Tile Co., Inc.
 - b. Custom Building Products.
 - c. C-Cure Chemical Co.
 - d. Laticrete International Inc.
 - e. Mapei Corp.

- B. NOTE: Items marked above with asterisk (*) are Basis-of-Specification manufacturers for this Project. Products by other manufacturers listed in 2.1.A above are acceptable provided they match specified colors.

2.2 PRODUCTS, GENERAL

- A. ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types, compositions, and grades of tile indicated.
1. Furnish tile complying with "Standard Grade" requirements unless otherwise indicated.
- B. ANSI Standard for Tile Installation Materials: Comply with ANSI standard referenced with products and materials indicated for setting and grouting.
- C. Factory Blending: For tile exhibiting color variations within the ranges selected during sample submittals, blend tile in factory and package accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples.
- D. Mounting: Where factory-mounted tile is required, provide back- or edge-mounted tile assemblies as standard with manufacturer unless another mounting method is indicated.

2.3 TILE PRODUCTS

- A. Glazed Wall Tile: Provide wall tile complying with the following requirements:
1. Nominal Facial Dimensions: 4-1/4 inches by 4-1/4 inches.
 2. Nominal Thickness: 5/16 inch.
 3. Face: Plain with cushioned edge. Semi-gloss finish .
 4. Colors: To be selected by Architect.
- B. Porcelain Pavers: Provide porcelain pavers complying with the following requirements:
1. Nominal Facial Dimensions: 8 inches by 8 inches, square edges.
 2. Nominal Thickness: 5/16 inch.
 3. Colors: To be selected by Architect.

- C. Trim Units: Provide trim units to match characteristics of adjoining flat tile and to comply with the following requirements:
 - 1. Size: As indicated, coordinated with sizes and coursing of adjoining flat tile where applicable.
 - 2. Shapes: As follows, selected from manufacturer's standard shapes:
 - a. Base: Straight or coved, as required to type of installation.
 - 1) Coved base at Toilet Rooms shall have 3/8-inch radius cove to comply with applicable Health Department codes. (Daltile #S-3689T)
 - b. External Corners for Thinset Installations: Surface bullnose. Daltile #SC-3689T
 - c. Internal Corners: Field-buttet square corners. Daltile #SB-3689T
 - d. Tapered Transition Tile: Shape designed to effect transition between thickness of tile floor and adjoining floor finishes of different thickness, tapered to provide a reduction in thickness from 1/2 inch to 1/4 inch across nominal 4 inch dimension.
 - e. Other trim as required to achieve patterns shown.

2.4 STONE THRESHOLDS

- A. General: Provide stone (marble) that is uniform in color and finish, fabricated to sizes and profiles indicated or required to provide transition between tile surfaces and adjoining finished floor surfaces. Transition shall comply with ADA requirements.
- B. Marble Thresholds: Provide marble thresholds complying with ASTM C 503 requirements for exterior use and for abrasion resistance where exposed to foot traffic, a minimum hardness of 10 per ASTM C 241.
 - 1. Provide white, honed marble complying with MIA Group "A" requirements for soundness.
 - 2. Provide threshold 3/8-inch thick, double bevel, unless shown otherwise.

2.5 SETTING MATERIALS

- A. Portland Cement Mortar Installation Materials: Provide materials complying with ANSI A108.1 and as specified below.
 - 1. Latex additive (water emulsion) described below, of type specifically recommended by latex additive manufacturer for use with job-mixed portland cement and aggregate mortar bed.
 - a. Latex Additive: Manufacturer's standard.
- B. Latex-Portland Cement Mortar: ANSI A118.4, composition as follows:
 - 1. Latex additive (water emulsion) of type described below, combined at job site with prepackaged dry mortar mix supplied or specified by latex additive manufacturer.
 - a. Latex Type: Manufacturer's standard.
 - b. Latex-Portland Cement Mortar shall be quality similar to Mapei Kerabond with Keralastic.

2.6 GROUTING MATERIALS

- A. Chemical-Resistant Epoxy Grout: ANSI A118.3.
 - 1. Floors: Color to be selected by Architect.
 - 2. Walls: Color to be selected by Architect.
- B. Manufacturers: Refer to Paragraph 2.1.A.3 above. Quality of epoxy grout used on this Project shall be similar to Custom Grout 100% Solids Epoxy.

2.7 ELASTOMERIC SEALANTS

- A. General: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer indicated that comply with requirements of Division 07 Section "Joint Sealants," including ASTM C 920 as referenced by Type, Grade, Class, and Uses.
- B. Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints unless otherwise indicated.
- C. One-Part Mildew-Resistant Silicone Sealant: Type S; Grade NS; Class 25; Uses NT, G, A, and as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and temperature extremes.
- D. Products: Subject to compliance with requirements, provide one of the following:
 - 1. One-Part Mildew-Resistant Silicone Sealant:
 - a. "Dow Corning 786"; Dow Corning Corp.
 - b. "Sanitary 1700"; GE Silicones.
 - c. "898 Sanitary Silicone Sealant"; Pecora Corp.
 - d. "Rhodorsil 6B White"; Rhone-Poulenc Inc.
 - e. "Tremsil 600 White"; Tremco Corp.

2.8 MISCELLANEOUS MATERIALS

- A. Metal Edge Strips: Zinc alloy or stainless steel terrazzo strips, 1/8-inch wide at top edge with integral provision for anchorage to mortar bed or substrate unless otherwise indicated.
- B. Protective Materials: Neutral cleaner such as Hillyard Super Shine All.

2.9 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with requirements of referenced standards and manufacturers including those for accurate proportioning of materials, water, or additive content; type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortars and grouts of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and areas where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm, dry, clean, and free from oil or waxy films and curing compounds and are within flatness tolerances required by ANSI A108.
 - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Blending: For tile exhibiting color variations within the ranges selected during sample submittals, verify that tile has been blended in factory and packaged accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standard: Comply with parts of ANSI 108 series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile" that apply to type of setting and grouting materials and methods indicated.
 - 1. Floor and cove base tile joints shall align with one another.
 - 2. Tolerances: Install cementitious backer units with surface plane to within 1/8 inch in 8 feet. Glue unit to metal framing prior to screwing. Tape joints.
- B. Tile Council of North America, Inc. (TCNA) Installation Guidelines: TCNA "Handbook for Ceramic Tile Installation"; comply with TCNA installation methods indicated.
- C. Extend tile work into recesses and under or behind equipment and fixtures to form a complete covering without interruptions except as otherwise shown. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so that plates, collars, or covers overlap tile.
- E. Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths unless otherwise shown.

- F. Expansion Joints: Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw cut joints after installation of tiles.
 - 1. Locate joints in tile surfaces directly above joints in concrete substrates.
 - 2. Install expansion joints in accordance with TCNA EJ171-09.
 - 3. Prepare joints and apply sealants to comply with requirements of Division 07 Section "Joint Sealants."
- G. Grout tile to comply with the requirements of the following installation standards:
 - 1. For chemical-resistant epoxy grouts, comply with ANSI A108.6.
- H. Install mildew-resistant silicone sealant at inside corners of wall tile. Sealant color shall match color of grout.

3.4 FLOOR INSTALLATION METHODS

- A. Floor Tile: Install tile to comply with requirements indicated below for setting bed methods, TCNA installation methods related to types of subfloor construction, and grout types:
 - 1. Portland Cement Mortar: ANSI A108.1
 - a. Bond Coat: Latex-portland cement mortar, ANSI A108.1 or ANSI A108.5.
 - b. Concrete Subfloors, Typical: TCNA F115-09 (with tile installed by Method F112-09 on cured bed)
 - c. Concrete Subfloors, Thinset: TCNA F115-09 (with tile installed by Method F113-09)
 - d. Grout: Epoxy.
- B. Stone Thresholds: Install stone thresholds at locations indicated; set in same type of setting bed as abutting field tile unless otherwise indicated.
 - 1. Set thresholds in latex-portland cement mortar for locations where mortar bed would otherwise be exposed above adjacent nontile floor finish.
- C. Metal Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

3.5 WALL TILE INSTALLATION METHODS

- A. Install types of tile designated for wall application to comply with requirements indicated below for setting-bed methods, TCNA installation methods related to subsurface wall conditions, and grout types:
 - 1. Latex-Portland Cement Mortar: ANSI A108.5.
 - a. Metal Studs, Interior: TCNA W243-09.
 - b. Grout: Epoxy.

3.6 CLEANING AND PROTECTION

- A. Cleaning: Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.

- C. Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer that ensures that tile is without damage or deterioration at time of Substantial Completion.
 - 1. When recommended by tile manufacturer, apply a protective coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.
 - 2. Prohibit foot and wheel traffic from tiled floors for at least 7 days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

3.7 EXTRA MATERIALS

- A. Supply extra 10 percent of each tile used in clean, marked carton for Owner's use.

END OF SECTION

SECTION 09 6513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section contains Specifications for the following:
 - 1. Rubber wall base (Type TS-Rubber, Vulcanized Thermoset).

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples for Verification Purposes: In manufacturer's standard sample sets, but not less than 12 inches long, of each different color and pattern of product specified.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Products: Obtain each type and color of product specified from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- B. Fire Performance Characteristics: Provide products with the following fire performance characteristics as determined by testing products per ASTM test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 watts per sq. cm or more per ASTM E 648.
 - 2. Smoke Density: Less than 450 per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in original manufacturer's unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F and 90 deg F.
- C. Move products into spaces where they will be installed at least 48 hours in advance of installation.

1.6 PROJECT CONDITIONS

- A. Maintain a minimum temperature of 70 deg F in spaces to receive products specified in this Section for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F.
- B. Do not install products until they are at the same temperature as that of the space where they are to be installed.
- C. Close spaces to traffic during installation of products specified in this Section.

1.7 SEQUENCING AND SCHEDULING

- A. Sequence installing products specified in this Section with other construction to minimize possibility of damage and soiling during remainder of construction period.

1.8 EXTRA MATERIALS

- A. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage, and identified with labels clearly describing contents.
 - 1. Furnish not less than 10 linear feet for each 500 linear feet or fraction thereof of each different type and color of resilient wall base installed.
 - 2. Deliver extra materials to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products specified in each Product Data Sheet at end of this Section.

2.2 RESILIENT WALL BASE

- A. Rubber Wall Base: Products complying with ASTM F 1861, Type TS, Group I, and requirements specified in the Rubber Wall Base Product Data Sheet at end of this Section.

2.3 INSTALLATION ACCESSORIES

- A. Concrete Slab Primer: Nonstaining type as recommended by flooring manufacturer.
- B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- C. Adhesives: Water-resistant type recommended by manufacturer to suit resilient flooring product and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of products specified in this Section will occur, with Installer present, to verify that substrates and conditions are satisfactory for installation and comply with manufacturer's requirements and those specified in this Section.

3.2 PREPARATION

- A. General: Comply with manufacturer's installation specifications for preparing substrates indicated to receive products indicated.
- B. Use trowelable leveling and patching compounds per manufacturer's directions to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.
- D. Broom or vacuum clean substrates to be covered immediately before installing products specified in this Section. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- E. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

3.3 INSTALLATION

- A. General: Install products specified in this Section using methods indicated according to manufacturer's installation directions.
- B. Apply resilient wall base to walls, columns, pilasters, casework, and other permanent fixtures in rooms and areas where base is required. Install wall base in lengths as long as practicable. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 1. On irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
 - 2. Install exterior corners before installing straight pieces.
- C. Place resilient accessories so they are butted to adjacent materials of type indicated and bond to substrates with adhesive. Install reducer strips at edges of flooring that otherwise would be exposed.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing installation:
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by manufacturers of resilient product involved.
 - 2. Sweep or vacuum floor thoroughly.

3. Do not wash floor until after time period recommended by manufacturer.
 4. Damp-mop resilient accessories to remove black marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by manufacturer of resilient product involved.
1. Apply protective floor polish to resilient accessories that are free from soil, visible adhesive, and surface blemishes.
 - a. Use commercially available metal, cross-linked, acrylic product acceptable to resilient accessory manufacturer.
 - b. Coordinate selection of floor polish with Owner's maintenance service.
 2. Cover resilient accessories on floors and stairs with undyed, untreated building paper until inspection for Substantial Completion.
- C. Clean products specified in this Section not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products using method recommended by manufacturer.
1. Strip protective floor polish that was applied after completing installation, prior to cleaning.
 2. Reapply floor polish after cleaning.

RUBBER WALL BASE PRODUCT DATA SHEET

Rubber Wall Base Designation: **RB**

Style: Cove with top-set toe.

Minimum Nominal Thickness: 1/8 inch.

Height: 4 inches.

Lengths: Coils in lengths standard with manufacturer but not less than 100 feet.

Exterior Corners: Premolded.

Interior Corners: Mitered.

Acceptable Products: Roppe
Flexco TS
Nora

Color: To be selected by Architect.

END OF SECTION

SECTION 09 9100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Exposed exterior items and surfaces, not covered in Division 09 Section "High-Performance Coatings."
 - 2. Exposed interior items and surfaces, not covered in Division 09 Section "High-Performance Coatings."
 - 3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Finished mechanical and electrical equipment.
 - b. Light fixtures.
 - c. Distribution cabinets.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Pipe spaces.
 - d. Duct shafts.
 - 3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper.
 - e. Bronze and brass.
 - 4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.
 - b. Linkages.

- c. Sensing devices.
- d. Motor and fan shafts.
- 5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1.4 SUBMITTALS

- A. Product Data: For each paint system specified.
 - 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
 - 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
 - 1. Provide Samples of each color defining each separate coat, including primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. Submit two draw-downs (8-1/2" x 11") of each color and finish gloss.
- C. At completion of Work of this Section, submit manufacturer's or distributor's numbered invoices showing type and quantity of products used on this Project.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats.
- B. Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify Architect of problems anticipated using the materials specified.
- C. Field Samples, Interior: Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA P5. Duplicate finish of approved prepared samples.
 - 1. The Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted. Apply coatings in this room or surface in accordance with the schedule or as specified. After finishes are accepted, this room or surface will be used for evaluation of coating systems of a similar nature.

- D. Material Quality: Provide the manufacturer's best quality, top of the line paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
 - 1. Quantity: Furnish the Owner with 2 gallons of each color or type applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products manufactured by one of the following:
 - 1. Dunn-Edwards.
 - 2. Frazee Industries.
 - 3. Sherwin Williams.

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 1. Products specified are manufactured by **Dunn-Edwards** and establish standards for kind, quality, sheen and function desired for this Project.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Cementitious Materials: Prepare concrete surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.

3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
 - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
 4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the Schedules following.
 2. Provide finish coats that are compatible with primers used.
 3. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
 4. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
 5. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 7. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 8. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 9. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

- B. **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- C. **Minimum Coating Thickness:** Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- D. **Mechanical and Electrical Work:** Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.
- E. **Mechanical items to be painted include, but are not limited to, the following:**
 - 1. Piping, pipe hangers, and supports.
 - 2. Heat exchangers.
 - 3. Tanks.
 - 4. Ductwork.
 - 5. Insulation.
 - 6. Motors and mechanical equipment.
 - 7. Accessory items.
- F. **Electrical items to be painted include, but are not limited to, the following:**
 - 1. Conduit and fittings.
 - 2. Switchgear.
 - 3. Panelboards.
- G. **Prime Coats:** Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- H. **Pigmented (Opaque) Finishes:** Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- I. **Completed Work:** Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.4 CLEANING

- A. **Cleanup:** At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

- A. **Protect work of other trades,** whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA Standard P1-09 "Touch-Up Painting and Damage Repair - Financial Responsibility."

3.6 INTERIOR LOCATIONS

- A. Gypsum Wallboard (Higher Sheen):

1 Coat	VNSL00 Vinylastic Select Acrylic Copolymer latex sealer	1.5 mil DFT min.
2 Coats	Spartawall 50 Interior Acrylic Semi-Gloss Paint	1.5 mil DFT min. per coat
- B. Gypsum Wallboard, (Typical):

1 Coat	VNSL00 Vinylastic Select Acrylic Copolymer latex sealer	1.5 mil DFT min.
2 Coats	EVSH40-1 Evershield 100% Acrylic Low Sheen Paint	1.5 mil DFT min. per coat
- C. Gypsum Wallboard, High Performance Coating (EPT): Refer to Division 09 Section "High-Performance Coatings."
- D. Interior Ferrous Metals:

1 Coat	BRPR00-1-RO Bloc-Rust Premium Red Oxide Alkyd Emulsion Metal Primer -OR- BRPR00-1-WH Bloc-Rust Premium White Alkyd Emulsion Metal Primer	2.0 mil DFT min.
2 Coats	EVSH40-1 Evershield 100% Acrylic Low Sheen Paint	1.5 mil DFT min. per coat
- E. Interior Non-Ferrous Metals:

1 Coat	UGPR00-1 Ultra-Grip Premium Acrylic Multi-Purpose Primer	1.5 mil DFT min. per coat
2 Coats	EVSH40-1 Evershield 100% Acrylic Low Sheen Paint	1.5 mil DFT min. per coat
- F. Interior Wood:

1 Coat	W6325 Inter-Kote Interior Acrylic Enamel Undercoater	1.5 mil DFT min.
2 Coats	Spartawall 50 Interior Acrylic Semi-Gloss Paint	1.5 mil DFT min. per coat

3.7 COLOR SCHEDULE

- A. General: Items not included on Color Location Schedule, i.e., conduit, pipes, etc., shall be painted to match the surface on which they occur.
- B. Paint: Final colors shall be as selected by Architect and Owner.

END OF SECTION

SECTION 10 4400 - FIRE PROTECTION SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Fire extinguishers.
 - 2. Fire extinguisher cabinets.

1.3 SUBMITTALS

- A. Product Data: For each type of product specified. For fire extinguisher cabinets include rough-in dimensions, details showing mounting methods, relationships of box to surrounding construction, door hardware, cabinet type and materials, door construction, panel style, and materials.

1.4 QUALITY ASSURANCE

- A. UL-Listed Products: Fire extinguishers UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher.
- B. FM-Listed Products: Fire extinguishers approved by Factory Mutual Research Corporation for type, rating, and classification of extinguisher and carry appropriate FM marking.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. J.L. Industries.
 - 2. Larsen's Manufacturing Co.
 - 3. Potter-Roemer, Inc.
 - 4. Approved equals

2.2 FIRE EXTINGUISHERS

- A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Architect from manufacturer's standard, which comply with requirements of governing authorities.
 - 1. Fill and service extinguishers to comply with requirements of governing authorities and manufacturer.

2. Abbreviations indicated below identify extinguisher types related to UL classification and rating system and not necessarily to type and amount of extinguishing material contained in extinguisher.

B. Multipurpose Dry Chemical Type:

1. Typical: UL-rated 3A-40BC, 5-lb. nominal capacity, in enameled steel container (Similar to J L Industries Cosmic 5E).

2.3 FIRE EXTINGUISHER CABINETS

- A. General: Provide fire extinguisher cabinets where indicated, of suitable size for housing fire extinguishers of types and capacities indicated.
- B. Construction: Flanged tub constructed from Stainless Steel.
- C. Semi-Recessed Cabinet: Cabinet box partially recessed in walls of shallow depth to suit style of trim indicated and wall construction.
- D. Door Material and Construction: Manufacturer's standard door construction, of material indicated.
 1. Door: Stainless steel with U.S. #4 satin finish.
 2. Door Glazing: Clear acrylic.
 - a. Door Style: Similar to J L Industries Cosmopolitan 8137W10, with Saf-T-Lok.
- E. Identification:
 1. Identify the extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."
 - a. Location: Applied to cabinet door.
 - b. Application Process: Decals.
 - c. Lettering Color: Black.
 - d. Orientation: Vertical.
- F. Door Hardware: Provide manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated. Provide Saf-T-Lok. Provide concealed or continuous-type hinge permitting door to open 180 degrees.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install items included in this Section in locations with fire extinguisher controls at 48" above finished floor.
 1. Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.
 2. Provide both extinguisher and cabinet where shown on plans.
- B. Install dry chemical type fire extinguishers on brackets at Biology Classroom.

END OF SECTION

DIVISION 12 - FURNISHINGS

Section 12 3216 Manufactured Plastic-Laminate-Clad Casework

SECTION 12 3216 - MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to Division 12 Section "Laboratory Casework."

1.2 SUMMARY

- A. This Section includes modular (premanufactured) casework.

1.3 SCOPE OF WORK

- A. Provide all plastic laminate casework and accessory items as specified herein. Refer to plans for specific details and requirements.
- B. Utility service outlet accessory fittings, electrical receptacles and switches are furnished and delivered by casework subcontractor, for installation under Division 26.
 - 1. Refer to Drawings for locations and types of services required.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide casework with tops, sinks, and service fittings, manufactured or furnished by same casework company for single responsibility.
- B. Non-specified casework manufacturers requesting approval shall submit Division 01 "Request for Substitution Form" in accordance with Division 01 Section "Substitution Procedures," listing any and all deviations to the specification. As a means for evaluation, Casework manufacturers shall submit a **full scale base sample cabinet** for approval not less than ten days prior to Bid date. The sample shall be typical of the casework manufacturer's standard production casework. The sample may be impounded by the Owner and retained until completion of the casework installation. Casework manufacturers seeking approval to Bid shall submit evidence that the casework manufacturer has adequate plant, equipment, and manpower to produce the quality of casework specified and deliver on schedule.
- C. Experience: Manufacturers shall submit evidence of at least ten years of experience in the manufacturing of casework for specialty areas shown on Drawings and required for this Project.
- D. Past installations: The manufacturer shall submit a list of five projects to the Architect which includes similar casework installed within the last three years.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 01 Section "Project Meetings."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver casework only after building is secure and dry.
- B. Store completed casework in a ventilated place, protected from the weather, with relative humidity of 60 percent or less at 75 deg F.
- C. Protect finished surfaces from soiling and damage during handling and installation. Keep covered with polyethylene film or other protective covering.

1.6 SUBMITTALS

- A. Product Data: For each type of casework unit specified.
- B. Shop Drawings: Show plan layout, elevations, ends, cross-sections, service run spaces, and location.
 - 1. Include details and location of anchorages and fitting to floors, walls, and base, including required blocking or back-blocking.
 - 2. Include layout of units with relation to surrounding walls, doors, windows, and other building components.
 - 3. Coordinate shop drawings with other work involved.
 - 4. Include manufacturer's recommendations for blocking and securing of casework units and fittings.
- C. Samples: For verification purposes of each type of specified finish. Provide in minimum 6-inch by 6-inch sizes. Samples will be reviewed by Architect for color, texture, and pattern only. Compliance with other specified requirements is exclusive responsibility of Contractor.
 - 1. One minimum 6-inch by 6-inch (or 6-inch-long, as applicable) sample of each of the following:
 - a. Plastic laminate.
 - b. Edge banding.
 - c. Cabinet liner.
 - d. Solid Surface countertop material
 - 2. One full-size sample of pull.
- D. Furnish complete touch-up kit for each type and color of casework provided. Kit to include touch-up paint and other materials necessary to perform permanent spot repairs to damaged casework finish.

1.7 WARRANTY

- A. The casework manufacturer shall guarantee casework materials and workmanship for five years from the date of Substantial Completion. Defects reported within the guarantee period will be corrected without charge. Accessories such as sinks, fittings, apparatus, countertops, etc., shall be guaranteed for one year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Casework shall meet or exceed the requirements for Architectural Woodwork Institute Quality Standards Section 400B and 1600B for custom grade flush overlay constructed casework. Specific requirements set forth within this specification shall take precedence over the AWI Standard.
- B. Manufacturers: Subject to compliance with requirements, provide casework manufactured by one of the following:
 - 1. European Techniques.
 - 2. TMI Design Systems (Trimline 7000 Series).
 - 3. Showcase Custom Cabinets
 - 4. Approved equal.

2.2 MATERIALS

- A. High Pressure Plastic Laminate:
 - 1. Plastic laminate shall meet standard of NEMA LD3-1985, and shall be of the following thickness:
 - a. Balancing Sheet: 0.020 inch.
 - b. Horizontal Surfaces: 0.050 inch.
 - c. Vertical Surfaces: 0.028 inch.
 - d. Cabinet Liner: Pressure fused laminate bonded to substrate. Color shall be manufacturer's standard almond, gray or white as selected by Architect.
 - 2. Manufacturers: Manufacturers listed below are acceptable, provided that they manufacture products in color and texture to match that which is selected and specified:
 - a. Formica.
 - b. Laminart.
 - c. Panolam
 - d. Wilsonart.
 - 3. Color Selection: To be selected by Owner.
- B. High Performance Particleboard Core:
 - 1. Particleboard: Medium density 45-50 pound industrial grade particleboard of fir or pine meeting or exceeding ANSI A 208.1-1993, M-3 requirements. Thicknesses used are 1/4-inch, 1/2-inch, 3/4-inch, and 1 inch.
- C. Hardboard: Hardboard shall meet or exceed Commercial Standards CS-251 and Federal Specifications LLL-B-00810. Tempered hardboard 1/4 inch thick, prefinished.
- D. Edging: 3 mm thick ABS. Solid, high impact, purified, color-thru, acid-resistant, ABS edging machine-applied with hot melt adhesives, automatically trimmed and inside/outside length-radiused for uniform appearance, buffed and corner-radiused for consistent design. Use for door/drawer edges and countertops.
- E. Hardware:
 - 1. Hinges:
 - a. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening; self-closing.

- b. One pair per door to 36 inch height. One and one-half pair over 36 inches in height. Two pairs on doors wider than 24 inches or for doors 73 inches or higher.
 - 2. Pulls: Chrome plated wire pulls to match existing casework.
 - 3. Drawer Slides:
 - a. Standard Drawers: Full extension, 3-part progressive opening slide, minimum 100 lb., zinc plated or epoxy coated at manufacturer's option. Provide adjuster cam to regulate body side sway.
 - b. File Drawers: Full extension, 3-part progressive opening slide, minimum 100 lb., zinc plated or epoxy coated at manufacturer's option.
 - c. File Drawer Accessory: Knap & Vogt No. 476 follower and track assembly, or Pendaflex rack.
 - d. Paper Storage Drawers: Full extension, 3-part progressive opening slide, minimum 100 lb., zinc plated or epoxy coated at manufacturer's option.
 - 4. Catches:
 - a. 7 lb. magnetic catch for base and wall cabinets. Catch housing to be molded in color to match cabinet interior.
 - 5. Adjustable Shelf Supports: To be twin pin design with anti tip-up shelf restraints for both 3/4-inch and 1-inch shelves. Design to include keel to retard shelf slide-off, and slot for ability to mechanically attach shelf to clip. Load rating to be minimum of 300 lbs. each support without failure. Cabinet interior sides shall be flush, without shelf system permanent projection.
 - 6. Locks: To be pin tumbler lock keyed alike and master keyed. Dull chrome finish.
 - a. Hinged doors and drawers: CompX Lock No. C8102 or C8103, as required by thickness.
 - b. Refer to Casework Elevations for location of locks.
 - 7. Grommet: Provide minimum 2-1/2-inch diameter to allow electrical wiring to extend through tops. Molded grommets and matching caps with slot for wire passage. Color to match adjacent finish.
- F. Detailed Requirements for Cabinet Construction:
 - 1. Sub-Base:
 - a. Cabinet Subbase: All fixed under-counter and tall units shall have an individual factory-applied base, separate and continuous (no cabinet body sides-to-floor), 3/4-inch-thick water resistant exterior grade plywood with concealed fastening to cabinet bottom. Ladder-type construction, of front, back and intermediates, to form a secure and level platform to which cabinets attach. Base is nominal 4 inches high unless shown otherwise. **Panel to the floor or separate particle board base is unacceptable.**
 - 2. Cabinet Top and Bottom:
 - a. Base and tall cabinet bottoms to be pressure fused laminated particleboard interior side, 3/4-inch-thick with phenolic neutral colored backer sheet on concealed side.
 - b. Solid sub-top to be 3/4 inch. Furnish for all base and tall cabinets. **Stretchers are unacceptable.**
 - c. Wall cabinet bottoms and tops are 3/4-inch-thick.
 - d. Exterior exposed wall cabinet bottoms to be pressure fused laminate both sides. Assembly devices to be concealed on bottom side of wall cabinets.
 - 3. Cabinet Ends:
 - a. Pressure fused laminated particleboard interior side, 3/4 inch thick with phenolic neutral colored back sheet on concealed side. Holes drilled for adjustable shelves 1-1/4 inch on center.

- b. Exposed exterior cabinet ends to be laminated with plastic laminate.
- c. Exposed edges to be 3 mm ABS.
- 4. Fixed and Adjustable Shelves:
 - a. Pressure fused laminated particleboard two sides. Leading exposed edge of shelves to be edged with 3 mm ABS.
 - b. Thickness: 3/4-inch standard shelving to be maximum 29 inches wide. One-inch shelving is required for shelves 30 inches wide and over.
 - c. Thickness of shelves at all widths of open cabinets: 1 inch.
- 5. Cabinet Backs:
 - a. Standard cabinet back to be 1/4-inch thick, prefinished hardboard. Wall and tall cabinets are provided with a 1" x 1-3/4" mounting strip used to secure the cabinet to the wall. Exposed back on fixed or moveable cabinets is 3/4 inch particleboard with the exterior surface finished in GP28 laminate as selected.
- 6. Door and Drawer Fronts:
 - a. Plastic laminated doors and drawer fronts to be 13/16 inch thick for all hinged and sliding doors. Core material to be 3/4-inch-thick, 47 lb. density particleboard bonded on exterior with high pressure plastic laminate and with heavy gauge balancing sheet on interior face. Drawer fronts and hinged doors are to overlay the cabinet body. Maintain a maximum 1/8-inch reveal between pairs of doors, between door and drawer front, or between multiple drawer fronts within the cabinet.
 - b. Exposed edges to be 3mm thick ABS. Corners to be machine-radiused and buffed to a consistent 3mm radius. Both outer and inner edges of edging to be machine-radiused and buffed for consistent profile.
- 7. Drawers:
 - a. Drawer fronts shall be applied to separate drawer body component sub-front. Secure drawer fronts to drawer body sub-front utilizing both glued and mechanical means of attachment.
 - b. Sides and back of drawers to be 1/2-inch thick pressure fused laminated fiberboard; sub-front same, to be 1/2-inch thick.
 - c. Exposed top edge to be 1 mm ABS, in color selected from manufacturer's standards.
 - d. Drawer bottom is 1/4" MDF dado'd into drawer box front, sides and back.
 - e. The same 1/2-inch-thick particleboard and platform construction detail is used for paper storage drawers and also include an angle retaining bar at the rear of each drawer.
 - f. All drawers shall have roller guides as specified.
- 8. Vertical and Horizontal Dividers: Tempered hardboard 1/4-inch thick, smooth both faces. Secure in cabinet with molded plastic clips.
- 9. ADA-Americans with Disabilities Act Requirements: The following special requirements shall be met, where specifically indicated on architectural plans as "ADA," or by General Note. To be in compliance with Federal Register Volume 56, No. 144, Rules and Regulations:
 - a. Countertop Height: With or without cabinet below, not to exceed a height of 34 inches A.F.F., (Above Finished Floor), at a surface depth of 24 inches.
 - b. Kneespace Clearance: Minimum 27 inches A.F.F., and 30 inches clear span width.
 - c. 12 inch Deep Shelving, Adjustable or Fixed: Not to exceed a range from 9 inches A.F.F. to 54 inches A.F.F.
 - d. Sink Cabinet Clearances: In addition to 9a., b. above, upper kneespace frontal depth to be no less than 11 inches, at a point 9 inches A.F.F., and as further described in Volume 56, Section 4.19.

- G. Countertops, Typical:
 - 1. High pressure plastic laminate bonded to 1-inch-thick particleboard core. Underside to be properly balanced with heavy gauge backing sheet. Unless noted otherwise, edges to be 3 mm ABS. Provide continuous tops for counter type cabinets fixed in a line. No joints closer than 24 inches either side of sink cutout. Countertops with sinks shall have post formed tops.
- H. Workstation support brackets: A&M Hardware or approved equal.
- I. Workmanship:
 - 1. All exposed exterior cabinet surfaces to be high pressure plastic laminate, colors as selected. Laminate surface/backer to core under controlled conditions, by approved and regulated laminating methods to assure a premium lamination. Natural-setting adhesives that cure through chemical reaction are required. Methods requiring heat are not allowed; "contact" methods of laminating are not allowed.
 - 2. Cabinet parts shall be accurately machined and bored for premium grade quality joinery construction utilizing automatic machinery to insure consistent sizing of modular components.
 - 3. End panels shall be doweled to receive bottom and top.
 - 4. All cases shall be square, plumb and true.
 - 5. Provide removable back panels and closure panels for plumbing access.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Coordinate work of this Section with related work of other Sections as necessary to obtain proper installation of all items.
- B. Verify site dimensions of cabinet locations in building prior to fabrication.

3.2 CASEWORK INSTALLATION

- A. Install plumb, level, true and aligned with no distortions. Shim as required, using concealed shims. Where casework abuts other finished work, scribe and apply filler strips for accurate fit with fasteners concealed where practicable.
- B. Base Cabinets: Set cabinets straight, plumb, and level. Adjust sub-tops within 1/16 inch of a single plane. Fasten each individual cabinet to floor at toe space with fasteners spaced 24 inches on center. Bolt continuous cabinets together. Secure individual cabinets with not less than 2 fasteners into floor where they do not adjoin other cabinets.
 - 1. Where required, assemble units into one integral unit with joints flush, tight, and uniform. Align similar adjoining doors and drawers to a tolerance of 1/16 inch.
- C. Wall Cabinets: Securely fasten to solid supporting material and not to lath or wallboard. Anchor, adjust, and align wall cabinets as specified for base cabinets.
 - 1. Reinforcement of stud walls to support wall mounted cabinets will be accomplished during wall erection by trade involved; however, indicated accurate location and sizing of reinforcement is responsibility of casework installer.

- D. Install hardware uniformly and precisely after final finishing is complete. Set hinges snug and flat in mortises unless otherwise indicated. Turn screws to flat in mortises unless otherwise indicated. Turn screws to flat seat. Adjust and align hardware so that moving parts operate freely and contact points meet accurately. Allow for final field adjustment after installation.
- E. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 INSTALLATION OF TOPS

- A. Field Jointing: Where practicable, make in same manner as factory jointing using dowels, splines, adhesives, and fasteners recommended by manufacturer. Locate field joints as shown on accepted shop drawings, factory prepared so there is no job site processing of top and edge surfaces.
- B. Fastenings: Use concealed clamping devices for field joints located within 6 inches of front, at back edges, and at intervals not exceeding 24 inches. Tighten in accordance with manufacturer's instructions to exert a constant, heavy clamping pressure at joints.
 - 1. Secure tops to cabinets with "Z" type fasteners or equivalent, using 2 or more fasteners at each front, end, and back.
- C. Abut top and edge surfaces in one true plane, with internal supports placed to prevent any deflection. Provide flush hairline joints in top units using clamping devices.
 - 1. Where necessary to penetrate top with fasteners, countersink heads approximately 1/8 inch and plug hole flush with material equal in chemical resistance, color, hardness, and texture to top surface.
- D. Provide holes and cutouts as required for mechanical and electrical service fittings.
- E. Carefully dress joints smooth, remove any surface scratches, clean and polish entire surface.
- F. Provide scribe moldings for closures at junctures of top, curb, and splash with walls as recommended by manufacturer for materials involved. Use chemical resistant, permanently elastic sealing compound where recommended by manufacturer.

3.4 INSTALLATION OF SINKS

- A. Set top edge of sink unit in manufacturer's recommended chemical resistant sealing compound and firmly secure to produce a tight and fully leakproof joint. Adjust sink and securely support to prevent movement.

3.5 INSTALLATION OF ACCESSORIES

- A. Install accessories in accordance with approved location drawings and manufacturer's installation recommendations. Turn screws to a flat seat; do not drive. Adjust moving parts to operate freely and smoothly without binding.

3.6 ADJUSTING

- A. Repair or remove and replace defective work, as directed by Architect upon completion of installation.

- B. Adjust doors, drawers, hardware, fixtures and other moving or operating parts to function smoothly.

3.7 CLEANING AND PROTECTION

- A. Repair or remove and replace defective work as directed upon completion of installation.
- B. Clean factory and shop finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as acceptable to Architect.
- C. Protection: Provide 6-mil plastic or other suitable water resistant covering over countertop surfaces. Tape to underside of countertop at minimum of 4 feet on center. Protect installed casework and fittings from damage by work of other trades.

3.8 SCHEDULE AND DETAILS

- A. Refer to Drawings for details, elevations and locations.

END OF SECTION

BID ADDENDUM NO. 1
CHINO VALLEY SENIOR CENTER IMPROVEMENTS
CDBG GRANT #103-23
Dated: May 2, 2024

This Addendum is being issued for the project bid documents for CHINO VALLEY SENIOR CENTER IMPROVEMENTS. A total of 1 page is being issued as Bid Addendum No. 1, and 78 pages of attachments. Amendments are as follows:

1. A correction to the listing of Federal Requirements and Forms on page 23. The correction to the Wage Rate Decision number is reflected by a strikethrough line for deletions (~~example~~) and font color red for new content (**example**).
2. A copy of the Limited Asbestos Survey Report for the Senior Center, dated January 23, 2024, is provided for bidders' reference.
3. The Architect's Addendum, based on the requests for information that were received.

ATTACHMENTS:

- **FEDERAL REQUIREMENTS AND FORMS (Corrected).pdf** (*one page, replaces page 23 of bid package*)
- **ASBESTOS Report 25-824005-0 Senior Center Kitchen FINAL.pdf** (31 pages of content not included in the original bid package)
- **22035 – CV Senior Center – Addendum 01 – 240501.pdf** (46 pages, modifying the original contract documents as noted on the first page of this attachment)

End of Addendum #1

FEDERAL REQUIREMENTS AND FORMS

- HUD 4010 – Federal Labor Standards Provisions
- Wage Rate Decision: ~~AZ20230020, MOD 0, 1/6/2023~~ **AZ20240043, MOD 1, 1/19/2024**
- LS2 – Contractor’s Certification
- LS3 – Subcontractor’s Certification
- LS4 – Payroll
- LS5 – Statement of Compliance
- Section 3 Forms:
 - S3B-1 – Section 3 Assurances
 - S3B-2 – Permanent & Project Workforce Breakdown
 - S3B-3 – Business Self-Certification
 - S3C-1A – Worker Self Certification
 - S3C-1B – Worker Employer Certification
 - S3C-1C – Targeted Worker Self Certification
 - S3C-1D - Targeted Worker Employee Cert.
 - S3P-1 – Section 3 Notice
 - S3P-2 – Sample Employment Survey
 - S3R-1C – Section 3 Contractor Report
- Certifications and Signature Form

LIMITED ASBESTOS SURVEY REPORT

CHINO VALLEY SENIOR CENTER KITCHEN REMODEL

1021 West Butterfield Road, #501
Chino Valley, Arizona
WT Job No. 25-824005-0

PREPARED FOR:

Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, Arizona 86323

Attn: Ms. Terri Denemy

January 23, 2024



Levi Stokes
Environmental Scientist



Josh Vachal
Environmental Department Manager

GEOTECHNICAL ENVIRONMENTAL INSPECTIONS NDT MATERIALS

2400 East Huntington Drive, Flagstaff, Arizona, 86004

(928) 774-8700

wt-us.com

*Building **Confidence** from the Ground Up*



SURVEY INFORMATION SUMMARY

Consulting Firm:

Western Technologies Inc., 2400 East Huntington Drive, Flagstaff, Arizona 86004

Tel: (928) 774-8700

Current Property Owner:

Town of Chino Valley

Site Address:

1021 West Butterfield Road, #501

Chino Valley, Arizona

Facility Description:

The Site includes a single-story structure that is approximately 5,800 square feet in size. Sampling was limited to select rooms in the kitchen area and adjacent rooms. Materials that will be impacted during renovation include select interior wall systems, flooring materials, and plumbing hardware.

Date of Construction:

2008

Date of Survey:

January 10, 2024

EPA-Accredited Inspectors:

Levi Stokes: AHERA Building Inspector No. 4380-16530-80923, Exp. August 9, 2024, The Asbestos Institute

Laboratory:

Asbestos: Moody Labs, 2051 Valley View Lane, Farmers Branch, Texas 75234, NVLAP: 102056-0

Method of Analysis:

Polarized Light Microscopy (PLM), EPA Method 600/R-93/116

Number of Samples and Dates Analyzed:

48 bulk asbestos samples analyzed on January 18, 2024 (PLM)

Asbestos-Containing Materials (ACM):

The 48 bulk samples were reported as "None-Detected" for asbestos.



January 11, 2024

Town of Chino Valley
1982 Voss Drive, #201
Chino Valley, Arizona 86323

Attn: Ms. Terri Denemy

Re: Limited Asbestos Survey
Chino Valley Senior Center Kitchen Remodel
1021 West Butterfield Road, #501
Chino Valley, Arizona

WT Job No. 25-824005-0

Western Technologies Inc. (WT) presents this report for the Limited Asbestos Survey conducted for Chino Valley Senior Center Kitchen Remodel project located at 1021 West Butterfield Road, #501 in Chino Valley, Arizona (the "Site"). WT was authorized by Terri Denemy with the Town of Chino Valley (the "Client") to perform these services according to WT's Agreement for Professional Services (WT Contract No. 25-824005-P, dated January 4, 2024). This report was prepared for the Client and it may not be utilized or relied upon by any other person or entity without the prior written permission of WT. This report concludes our services on this portion of this project.

PURPOSE

The purpose of this project was to report the location, condition, and quantity of asbestos-containing materials (ACMs) identified at the Site prior to the upcoming renovations planned for the structure.

SCOPE OF SERVICES

The scope of services for this project was based on the sampling guidelines of the Asbestos Hazard Emergency Response Act (AHERA) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) as established by the United States Environmental Protection Agency (EPA) and consisted of the following tasks:

- A survey of the structure by an EPA-accredited asbestos building inspector to assess the location, condition, friability, and quantity of suspect ACMs as requested by the Client.

- The collection of bulk samples from suspect materials that will be impacted by the upcoming renovations. The sampling was limited to select floors, walls, and ceiling materials within the kitchen and restroom areas of the structure.
- The microscopic analysis of the collected samples by a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM) methods.
- The preparation of this report, describing the field survey and categorizing the identified materials based on the laboratory analyses.

FIELD SURVEY

The Site was sampled January 10, 2024, by Mr. Levi Stokes who is an EPA-accredited building inspector. A copy of the Inspectors' accreditation is presented in Appendix A. The inspector observed the building materials, identified, and described suspect ACMs, recorded their locations, evaluated the condition and friability of each material, and estimated the quantities.

SITE DESCRIPTION

The Site includes a single-story structure that is approximately 5,800 square feet in size. Sampling was limited to select rooms in the kitchen area and adjacent rooms. Materials that will be impacted during renovation include select interior wall systems, flooring materials, and plumbing hardware.

LABORATORY ANALYSIS

A total of 48 bulk samples were collected from the Site. In some instances, the bulk samples consisted of more than one layer, and the laboratory analyzed all discrete layers in the samples. WT submitted the collected samples to Moody Labs (Moody) in Farmers Branch, Texas who is accredited through the NVLAP (102056-0). Moody analyzed the samples according to EPA Method 600/R-93/116 (the New Method) PLM with dispersion staining. The samples were analyzed on a standard laboratory schedule which is 5 days from laboratory receipt. The data provided by the laboratory was used to identify those suspect materials containing greater than 1% asbestos. A summary table of the materials sampled is presented in Appendix B. The laboratory report and chain-of-custody (COC) record are presented in Appendix C. A figure depicting room designations and approximate sample locations is presented in Appendix D. A photographic log of materials sampled is presented in Appendix E.

RESULTS

Asbestos-Containing Materials (ACM):

The 48 bulk samples were reported as “None-Detected” for asbestos.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CLASSIFICATION AND NESHAP CATEGORY

The following paragraphs provide classifications and categories used to describe the regulatory requirements for the disturbance of ACMs. The OSHA classifications provide details for the personal protective equipment and engineering controls needed for abatement of these materials. The NESHAP categories prescribe waste management, emission control, and disposal requirements. The selection of removal methods, including the use of manual or mechanical removal methods, can affect the NESHAP category of materials.

The 48 bulk samples were reported as “None-Detected” for asbestos.

RECOMMENDATIONS

Based on the results of this survey, WT makes the following recommendations:

- A NESHAP notification is required 10-working days prior to general demolition activities that will affect a load bearing wall.
- If materials other than those sampled as part of this survey are encountered during demolition, they should be assumed positive until they are sampled and tested.

LIMITATIONS

Conditions can exist within structures and below the ground surface that are not apparent visually or disclosed by sampling data. This study is limited to the conditions expressly disclosed in this report, and it does not represent the assessment or absence of any other conditions on or affecting the Site. WT’s findings are based on the assumption that the sampling locations, and the resulting data, are representative of assessed conditions. WT’s interpretation, discussion and opinions of the results obtained from the referenced methods, observed conditions, and tested samples are applicable only to the specifically tested locations at the times stated herein.

The regulatory standards referenced in this report are based on our knowledge of applicable regulatory standards in effect at the time the work was performed. WT cannot anticipate potential future changes to regulatory standards by appropriate governmental agencies.

WT has performed our services in accordance with our contract with our Client, utilizing the ordinary degree of skill and care practiced by other firms providing similar services in the locality of the site. No other warranty or representation, either expressed or implied, is made.

CLOSURE

Thank you for the opportunity to provide services for this project. Please call our office if you have any questions concerning the inspection, the report, or to provide a quotation for additional consulting services at (928) 774-8700.

Sincerely,

WESTERN TECHNOLOGIES INC.
Environmental Services



Levi Stokes
Environmental Scientist



Josh Vachal
Environmental Department Manager

Attachments: Appendix A, Inspectors' Certification
 Appendix B, Homogeneous Summary Table
 Appendix C, Laboratory Report and Chain-of-Custody Record
 Appendix D, Site Plan
 Appendix E, Photographic Log

APPENDIX A

INSPECTORS' CERTIFICATION

THE ASBESTOS INSTITUTE

Certifies that

Mark Stokes

has attended and received instruction in the EPA approved course

AHERA Building Inspector Initial

on

August 7-9 2023

and successfully completed and passed the competency exam.

Certificate:

4380-16530-080923

Date of Examination:

09-Aug-2023

Date of Expiration:

09-Aug-2024

THE ASBESTOS INSTITUTE

20033 N. 19th Ave, Building 6, Phoenix, AZ 85027

602-864-6564 – www.theasbestosinstitute.com


William T. Cavness
Director


Approved Instructor

The person receiving this certificate has completed the requisite training for asbestos accreditation under TSCA Title II.

APPENDIX B

HOMOGENEOUS SUMMARY TABLE

Chino Valley Senior Center Kitchen Remodel
1019 West Butterfield Road, #501
Chino Valley, Arizona
WT Job No. 25-824005-0

Homogeneous Material Summary Table			
Sample Numbers	Material	Location	Positive Layer
Samples collected January 10, 2024			
005-01-03	12"x12" Vinyl Floor Tile (Gray) + Mastic (Black/yellow)	Kitchen Floors Throughout (Except Water Heater)	No
005-04-06	12"x48" Laminate (Wood) + Glue (Clear)	Kitchen Dining Area and Restrooms Throughout	No
005-07-09	Cove Base (Brown) + Glue (Yellow)	Men's and Women's Restrooms	No
005-10-12	Cove Base (Green) + Glue (Yellow)	Kitchen and Laundry Area	No
005-13-15	12"x12" Vinyl Floor Tile (Orange) + Mastic (Black)	Under Water Heater Only	No
005-16-18	Cove Base (Gray) + Glue (Yellow)	Restrooms, Dining Area, and Fridge Area	No
005-19-21	Fiberglass Reinforced Plastic (FRP) (White) + Glue (Yellow)	Mop Sink and West Side of Kitchen	No
005-22-24	Caulk (Gray)	Mop Sink (Laundry Area)	No
005-25-27	Caulk (White)	Bathroom Toilets	No
005-28-30	Caulk (White)	Bathroom Sinks	No
005-31-33	Smooth Drywall System (Drywall + Tape + Texture + Joint Compound)	Kitchen Walls Throughout	No
005-34-36	Heavy Trowelled Drywall System (Drywall + Tape + Texture + Joint Compound)	Restrooms and Laundry Area	No
005-37-39	Exterior Concrete	Exterior Sidewalks	No
005-40-42	Exterior Stucco	Exterior Walls Throughout	No

Chino Valley Senior Center Kitchen Remodel
1019 West Butterfield Road, #501
Chino Valley, Arizona
WT Job No. 25-824005-0

Sample Numbers	Material	Location	Positive Layer
005-43-45	Caulk (White)	Kitchen Sink (Southwest Corner)	No
005-46-48	Counter Paneling (White) + Glue (Clear)	Kitchen Sink (Southwest Corner)	No

APPENDIX C

LABORATORY REPORT AND CHAIN-OF-CUSTODY RECORD



PLM Summary Report

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0
TDSHS License No. 300084
AZ License No. AZ0941

Client : Western Technologies Inc. - Flagstaff, AZ
Project : Senior Center Kitchen
Project # : 25-824005-0
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 24B-00381
Report Date : 01/19/2024
Sample Date : 01/10/2024

Page 1 of 4

On 1/12/2024, forty eight (48) bulk material samples were submitted by a representative of Western Technologies Inc. - Flagstaff, AZ for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
005-01	12" x 12" Vinyl Floor Tile and Mastic (Black), Kitchen, East Side, Near Fridge	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Black Mastic
005-02	12" x 12" Vinyl Floor Tile and Mastic (Black), Kitchen, Laundry Area, East Side Door	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Black Mastic
005-03	12" x 12" Vinyl Floor Tile and Mastic (Black), Kitchen, Dry Storage Entrance, North Side	None Detected - Floor Tile None Detected - Yellow Mastic None Detected - Black Mastic
005-04	12" x 48" Laminate (Wood) and Glue (Clear), Kitchen Entrance, West Side	None Detected - Flooring None Detected - Clear Glue
005-05	12" x 48" Laminate (Wood) and Glue (Clear), Men's Restroom, West Side, By Sink	None Detected - Flooring None Detected - Clear Glue
005-06	12" x 48" Laminate (Wood) and Glue (Clear), Women's Restroom, East Side, By Sink	None Detected - Flooring None Detected - Clear Glue
005-07	Cove Base (Brown) and Glue (Yellow), Men's Restroom, Southwest Corner, By Sink	None Detected - Cove Base None Detected - Yellow Glue
005-08	Cove Base (Brown) and Glue (Yellow), Men's Restroom, South Side, Doorway	None Detected - Cove Base None Detected - Yellow Glue
005-09	Cove Base (Brown) and Glue (Yellow), Men's Restroom, Doorway, North of Door	None Detected - Cove Base None Detected - Yellow Glue
005-10	Cove Base (Green) and Glue (Yellow), Kitchen, South Wall, Doorway	None Detected - Cove Base None Detected - Yellow Glue
005-11	Cove Base (Green) and Glue (Yellow), Laundry Area, Southeast Corner, Doorway	None Detected - Cove Base None Detected - Yellow Glue
005-12	Cove Base (Green) and Glue (Yellow), Laundry Area, Northeast Corner	None Detected - Cove Base None Detected - Yellow Glue
005-13	12" x 12" Vinyl Floor Tile (Orange) and Mastic (Black), Laundry Area, Under Water Heater	None Detected - Floor Tile None Detected - Black Mastic



PLM Summary Report

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

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Client : Western Technologies Inc. - Flagstaff, AZ
Project : Senior Center Kitchen
Project # : 25-824005-0
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 24B-00381
Report Date : 01/19/2024
Sample Date : 01/10/2024

Page 2 of 4

On 1/12/2024, forty eight (48) bulk material samples were submitted by a representative of Western Technologies Inc. - Flagstaff, AZ for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
005-14	12" x 12" Vinyl Floor Tile (Orange) and Mastic (Black), Laundry Area, Under Water Heater	None Detected - Floor Tile None Detected - Black Mastic
005-15	12" x 12" Vinyl Floor Tile (Orange) and Mastic (Black), Laundry Area, Under Water Heater	None Detected - Floor Tile None Detected - Black Mastic
005-16	Cove Base (Gray) and Glue (White), Kitchen, Back Freezer, West Wall	None Detected - Cove Base None Detected - Yellow Glue
005-17	Cove Base (Gray) and Glue (White), Kitchen, Back Freezer, West Wall	None Detected - Cove Base None Detected - Yellow Glue
005-18	Cove Base (Gray) and Glue (White), Kitchen, Back Freezer, West Wall	None Detected - Cove Base None Detected - Yellow Glue
005-19	FRP (White) and Glue (Yellow), Laundry Area, Southeast Corner, Mop Sink	None Detected - Fiberglass Panel None Detected - Yellow Glue
005-20	FRP (White) and Glue (Yellow), Laundry Area, Southeast Corner, Mop Sink	None Detected - Fiberglass Panel None Detected - Yellow Glue
005-21	FRP (White) and Glue (Yellow), Laundry Area, Southeast Corner, Mop Sink	None Detected - Fiberglass Panel None Detected - Yellow Glue
005-22	Caulk (Gray), Laundry Area, Mop Sink, Southwest Corner	None Detected - Caulking
005-23	Caulk (Gray), Laundry Area, Mop Sink, Southwest Corner	None Detected - Caulking
005-24	Caulk (Gray), Laundry Area, Mop Sink, Southwest Corner	None Detected - Caulking
005-25	Caulk (White), Men's Restroom, Toilet	None Detected - Caulking
005-26	Caulk (White), Men's Restroom, Toilet	None Detected - Caulking
005-27	Caulk (White), Men's Restroom, Toilet	None Detected - Caulking
005-28	Caulk (White), Men's Restroom, Sink	None Detected - Caulking
005-29	Caulk (White), Men's Restroom, Sink	None Detected - Caulking
005-30	Caulk (White), Men's Restroom, Sink	None Detected - Caulking



PLM Summary Report

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Client : Western Technologies Inc. - Flagstaff, AZ
Project : Senior Center Kitchen
Project # : 25-824005-0
Identification : Asbestos, Bulk Sample Analysis
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600 / R-93 / 116

Lab Job No. : 24B-00381
Report Date : 01/19/2024
Sample Date : 01/10/2024

Page 3 of 4

On 1/12/2024, forty eight (48) bulk material samples were submitted by a representative of Western Technologies Inc. - Flagstaff, AZ for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
005-31	Drywall System (Smooth), Tape, Texture and Joint Compound, Kitchen, Southeast Corner, By Sink	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-32	Drywall System (Smooth), Tape, Texture and Joint Compound, Kitchen, Southeast Corner, By Sink	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-33	Drywall System (Smooth), Tape, Texture and Joint Compound, Kitchen, Northwest Corner, Under Dish Sink	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-34	Drywall System (Heavy Troweled), Tape, Texture and Joint Compound, Kitchen, Office, Northeast Corner, 3' up	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-35	Drywall System (Heavy Troweled), Tape, Texture and Joint Compound, Men's Restroom, Southwest Corner, 2' up	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-36	Drywall System (Heavy Troweled), Tape, Texture and Joint Compound, Women's Restroom, Southeast Corner, 2' up	None Detected - Drywall Material None Detected - DW Paper / Tape None Detected - Joint Compound None Detected - Texture
005-37	Exterior Concrete, East Sidewalk, Back Entrance	None Detected - Concrete
005-38	Exterior Concrete, East Sidewalk, Back Entrance	None Detected - Concrete
005-39	Exterior Concrete, East Sidewalk, Back Entrance	None Detected - Concrete
005-40	Exterior Stucco (Gray), Exterior Wall, Southeast Corner	None Detected - Stucco
005-41	Exterior Stucco (Gray), Exterior Wall, Southeast Corner	None Detected - Stucco
005-42	Exterior Stucco (Gray), Exterior Wall, Southeast Corner	None Detected - Stucco



PLM Summary Report

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Client : Western Technologies Inc. - Flagstaff, AZ
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Report Date : 01/19/2024
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Page 4 of 4

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Sample Number	Client Sample Description / Location	Asbestos Content
005-43	Caulk (White), Kitchen Sink, Southeast Corner	None Detected - Caulking
005-44	Caulk (White), Kitchen Sink, Southeast Corner	None Detected - Caulking
005-45	Caulk (White), Kitchen Sink, Southeast Corner	None Detected - Caulking
005-46	Counter Paneling (White) and Glue (Clear), Kitchen Sink, Counter, Southeast Corner	None Detected - Laminate None Detected - Clear Glue
005-47	Counter Paneling (White) and Glue (Clear), Kitchen Sink, Counter, Southeast Corner	None Detected - Laminate None Detected - Clear Glue
005-48	Counter Paneling (White) and Glue (Clear), Kitchen Sink, Counter, Southeast Corner	None Detected - Laminate None Detected - Clear Glue

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced except in full without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Brian R. Schmidt, Hannah Wall

Lab Manager : Heather Lopez

Approved Signatory : _____

Lab Director : Bruce Crabb

Approved Signatory : _____

Thank you for choosing Moody Labs

Moody Labs

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

PLM Detail Report

Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 300084

AZ License No. AZ0941

Client : Western Technologies Inc. - Flagstaff, AZ

Project : Senior Center Kitchen

Project # : 25-824005-0

Lab Job No. : 24B-00381

Report Date : 01/19/2024

Page 1 of 6

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-01	Floor Tile (White)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
	Black Mastic (Black)	3%	Polyethylene Fibers	5%		
		Tar Binders	95%			
005-02	Floor Tile (White)	99%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Black Mastic (Black)	<1%	Polyethylene Fibers	5%		
		Tar Binders	95%			
005-03	Floor Tile (White)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Mastic (Yellow)	2%	Glue Binders	100%		
	Black Mastic (Black)	3%	Polyethylene Fibers	5%		
		Tar Binders	95%			
005-04	Flooring (Grey)	100%	Glass Wool Fibers	5%	01/18	HW
			Vinyl Binders	95%		
	Clear Glue (Clear)	<1%	Glue Binders	100%		
005-05	Flooring (Grey)	97%	Glass Wool Fibers	5%	01/18	HW
			Vinyl Binders	95%		
	Clear Glue (Clear)	3%	Glue Binders	100%		
005-06	Flooring (Grey)	100%	Glass Wool Fibers	5%	01/18	HW
			Vinyl Binders	95%		
	Clear Glue (Clear)	<1%	Glue Binders	100%		
005-07	Cove Base (Brown)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	3%	Glue Binders	100%		
005-08	Cove Base (Brown)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	3%	Glue Binders	100%		
005-09	Cove Base (Brown)	98%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	2%	Glue Binders	100%		

Moody Labs

2051 Valley View Lane

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PLM Detail Report
Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

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Client : Western Technologies Inc. - Flagstaff, AZ

Project : Senior Center Kitchen

Project # : 25-824005-0

Lab Job No. : 24B-00381

Report Date : 01/19/2024

Page 2 of 6

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-10	Cove Base (Green)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	5%	Calcite	40%		
			Glue Binders	60%		
005-11	Cove Base (Green)	98%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	2%	Calcite	40%		
			Glue Binders	60%		
005-12	Cove Base (Green)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	3%	Calcite	40%		
			Glue Binders	60%		
005-13	Floor Tile (Orange)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Black Mastic (Black)	3%	Polyethylene Fibers	5%		
			Tar Binders	95%		
005-14	Floor Tile (Orange)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Black Mastic (Black)	3%	Polyethylene Fibers	5%		
			Tar Binders	95%		
005-15	Floor Tile (Orange)	97%	Calcite / Vinyl Binders	100%	01/18	HW
	Black Mastic (Black)	3%	Polyethylene Fibers	5%		
			Tar Binders	95%		
005-16	Cove Base (Gray)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	5%	Calcite	40%		
			Glue Binders	60%		
005-17	Cove Base (Gray)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	5%	Calcite	40%		
			Glue Binders	60%		
005-18	Cove Base (Gray)	95%	Calcite / Vinyl Binders	100%	01/18	HW
	Yellow Glue (Yellow)	5%	Calcite	40%		
			Glue Binders	60%		

Moody Labs

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PLM Detail Report
Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 300084

AZ License No. AZ0941

Client : Western Technologies Inc. - Flagstaff, AZ

Project : Senior Center Kitchen

Project # : 25-824005-0

Lab Job No. : 24B-00381

Report Date : 01/19/2024

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-19	Fiberglass Panel (White)	97%	Glass Wool Fibers	55%	01/18	HW
			Calcite / Vinyl Binders	45%		
	Yellow Glue (Yellow)	3%	Calcite	40%		
			Glue Binders	60%		
005-20	Fiberglass Panel (White)	99%	Glass Wool Fibers	55%	01/18	HW
			Calcite / Vinyl Binders	45%		
	Yellow Glue (Yellow)	1%	Calcite	40%		
			Glue Binders	60%		
005-21	Fiberglass Panel (White)	98%	Glass Wool Fibers	55%	01/18	HW
			Calcite / Vinyl Binders	45%		
	Yellow Glue (Yellow)	2%	Calcite	40%		
			Glue Binders	60%		
005-22	Caulking (Gray)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-23	Caulking (Gray)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-24	Caulking (Gray)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-25	Caulking (White)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-26	Caulking (White)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-27	Caulking (White)	100%	Calcite	50%	01/18	HW
			Binders / Fillers	50%		
005-28	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		
005-29	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		

Moody Labs

2051 Valley View Lane

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PLM Detail Report
Supplement to PLM Summary Report

NVLAP Lab Code 102056-0

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AZ License No. AZ0941

Client : Western Technologies Inc. - Flagstaff, AZ

Project : Senior Center Kitchen

Project # : 25-824005-0

Lab Job No. : 24B-00381

Report Date : 01/19/2024

Page 4 of 6

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-30	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		
005-31	Drywall Material (Brown)	80%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	15%	Cellulose Fibers	100%		
	Joint Compound (White)	3%	Calcite / Talc / Binders	100%		
	Texture (White)	2%	Calcite / Talc / Binders	100%		
005-32	Drywall Material (Brown)	95%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	3%	Cellulose Fibers	100%		
	Joint Compound (White)	1%	Calcite / Talc / Binders	100%		
	Texture (White)	1%	Calcite / Talc / Binders	100%		
005-33	Drywall Material (Brown)	90%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	8%	Cellulose Fibers	100%		
	Joint Compound (White)	1%	Calcite / Talc / Binders	100%		
	Texture (White)	1%	Calcite / Talc / Binders	100%		
005-34	Drywall Material (Brown)	55%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	35%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
005-35	Drywall Material (Brown)	55%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	40%	Cellulose Fibers	100%		
	Joint Compound (White)	2%	Calcite / Talc / Binders	100%		
	Texture (White)	3%	Calcite / Talc / Binders	100%		

Moody Labs

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Supplement to PLM Summary Report

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Client : Western Technologies Inc. - Flagstaff, AZ

Project : Senior Center Kitchen

Project # : 25-824005-0

Lab Job No. : 24B-00381

Report Date : 01/19/2024

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-36	Drywall Material (Brown)	60%	Glass Wool Fibers	2%	01/18	BS
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	30%	Cellulose Fibers	100%		
	Joint Compound (White)	5%	Calcite / Talc / Binders	100%		
	Texture (White)	5%	Calcite / Talc / Binders	100%		
005-37	Concrete (Gray)	100%	Aggregate	65%	01/18	BS
			Cement Binders	35%		
005-38	Concrete (Gray)	100%	Aggregate	65%	01/18	BS
			Cement Binders	35%		
005-39	Concrete (Gray)	100%	Aggregate	65%	01/18	BS
			Cement Binders	35%		
005-40	Stucco (Light Gray)	100%	Aggregate	65%	01/18	BS
			Binders / Fillers	35%		
005-41	Stucco (Light Gray)	100%	Aggregate	65%	01/18	BS
			Binders / Fillers	35%		
005-42	Stucco (Light Gray)	100%	Aggregate	65%	01/18	BS
			Binders / Fillers	35%		
005-43	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		
005-44	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		
005-45	Caulking (White)	100%	Calcite	50%	01/18	BS
			Binders / Fillers	50%		
005-46	Laminate (Brown)	100%	Cellulose Fibers	80%	01/18	BS
			Resin Binders	20%		
	Clear Glue (Clear)	<1%	Glue Binders	100%		
005-47	Laminate (Brown)	100%	Cellulose Fibers	80%	01/18	BS
			Resin Binders	20%		
	Clear Glue (Clear)	<1%	Glue Binders	100%		

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Client : Western Technologies Inc. - Flagstaff, AZ
Project : Senior Center Kitchen
Project # : 25-824005-0

Lab Job No. : 24B-00381
Report Date : 01/19/2024

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
005-48	Laminate (Brown)	100%	Cellulose Fibers	80%	01/18	BS
			Resin Binders	20%		
	Clear Glue (Clear)	<1 %	Glue Binders	100%		



Western Technologies
An ARMA Company

ASBESTOS CHAIN OF CUSTODY

2413-00381 48PUM Page 1 of 3

JOB NO. 25-824005-0		PROJECT NAME Senior Center Kitchen		CLIENT/COMPANY Town of Chino Valley		SAMPLER - PLEASE PRINT Levi Stokes		SAMPLER LOCATION		NO. OF CONTAINERS		SAMPLE METHOD				ANALYSIS METHOD		LITERS TOTAL VOLUME	TYPE OF MATERIAL, FRIABILITY, ABATEMENT ACTIVITY, ETC.
SAMPLE IDENTIFICATION	DATE	TIME	SAMPLE LOCATION		Wipe	PERSONAL AIR	INSIDE/OUTSIDE	AREA AIR	FINAL CLEARANCE	PLM	PCM	TEM							
005-01	11/04/14	0730	Kitchen, E side, bridge		X					X								12"X12" VFF + mastic (Black) I	
-02			Laundry Area, E side door															12"X48" Laminate (wood) + Glue (clear) I	
-03			Dry Storage Entryway side																
-04			Kitchen Entrance, W side																
-05			Men's RR, W side, by sink															Cover Base (Brown) + Glue (yellow) I	
-06			Women's RR, E side, by sink																
-07			Men's RR, SW corner, by sink																
-08			E side, doorway																
-09			Idoeway, N of door																
-10			Kitchen, SW wall, Doorway															Cover Base (Green) + Glue (yellow) I	
-11			Laundry Area, SE corner, doorway																
-12			+ NE corner																
-13			Laundry Area, under water															12"X12" VFF (orange) + mastic (Black) I	
-14																			
-15																			
-16			Kitchen, Bulk Freezer, Wall															Cover Base (gray) + Glue (white) I	
-17																			
-18																			
-19			Laundry Area, SE corner, sink															FRP (white) + Glue (yellow) I	
-20																			
-21																			
RELINQUISHED BY - SIGNATURE Levi Stokes		DATE 11/14/14	TIME 15:30	RECEIVED BY - SIGNATURE Levi Stokes		DATE 11/14/14	TIME 11:00am	RELINQUISHED BY - SIGNATURE		DATE	TIME	RECEIVED BY - SIGNATURE		DATE	TIME	SAMPLE PROCESS TURNAROUND TIME		RUSH 1 DAY ☐ RUSH IMMEDIATE ☐	
RELINQUISHED BY - SIGNATURE		DATE	TIME	RECEIVED BY - SIGNATURE		DATE	TIME	ROUTINE 5 DAYS ☐		ROUTINE RUSH 3 DAYS ☐		ROUTINE 2 DAYS ☐		ROUTINE 1 DAY ☐					

(928) 774-8700

2400 East Huntington Drive
Flagstaff, AZ 86004

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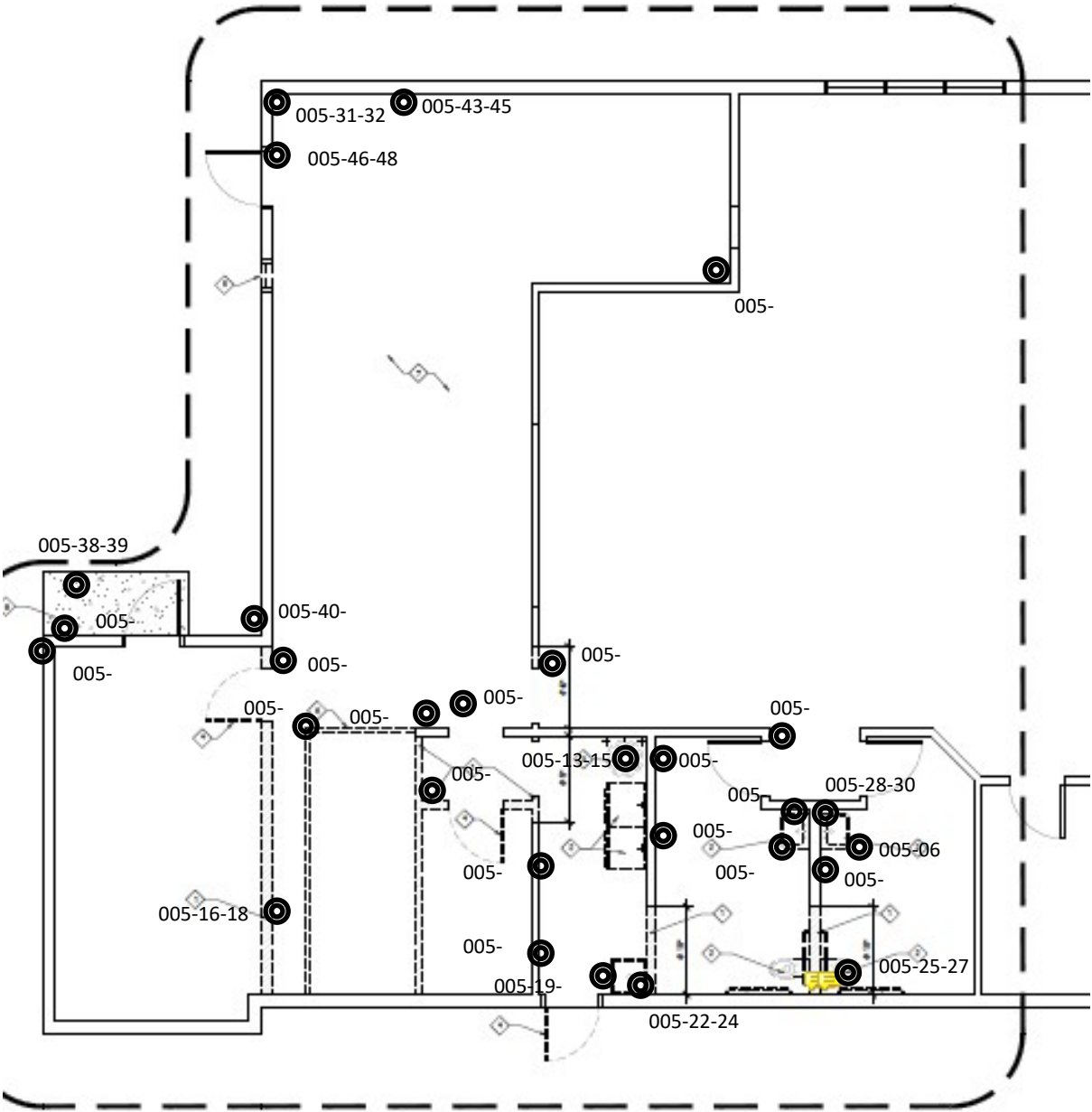
JOB NO.		PROJECT NAME		CLIENT/COMPANY		SAMPLER - SIGNATURE		SAMPLER - PLEASE PRINT		NO. OF CONTAINERS		SAMPLE METHOD					ANALYSIS METHOD			LITERS TOTAL VOLUME		TYPE OF MATERIAL, FRIABILITY, ABATEMENT ACTIVITY, ETC.	
25-824005-0		Senior center kitchen		Town of Chino Valley		Sami Stokes		Levi Stokes		1		SAMPLE METHOD WIPER PERSONAL AIR INSIDE/OUTSIDE AREA AIR FINAL CLEARANCE					ANALYSIS METHOD PLM PCM TEM						
SAMPLE IDENTIFICATION	DATE	TIME	SAMPLE LOCATION																				
005-22	11/10/24	13:30	Laundry Area, mop sink, corner																		Caulk (gray)		
-23																							
-24																							
-25																							
-26																							
-27																							
-28																							
-29																							
-30																							
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RELINQUISHED BY - SIGNATURE				DATE		TIME		RECEIVED BY - SIGNATURE		DATE		TIME		RELINQUISHED BY - SIGNATURE		DATE		TIME		RECEIVED BY - SIGNATURE			
Sami Stokes				11/10/24		15:30		Levi Stokes		11/10/24		15:30		Sami Stokes		11/10/24		15:30		Levi Stokes			
RELINQUISHED BY - SIGNATURE				DATE		TIME		RECEIVED BY - SIGNATURE		DATE		TIME		RELINQUISHED BY - SIGNATURE		DATE		TIME		RECEIVED BY - SIGNATURE			
Sami Stokes				11/10/24		15:30		Levi Stokes		11/10/24		15:30		Sami Stokes		11/10/24		15:30		Levi Stokes			

[illegible]

APPENDIX D

SITE PLAN

Figure 1 – Site Plan
Chino Valley Senior Center Kitchen Remodel
1021 West Butterfield Road, #501
Chino Valley, Arizona



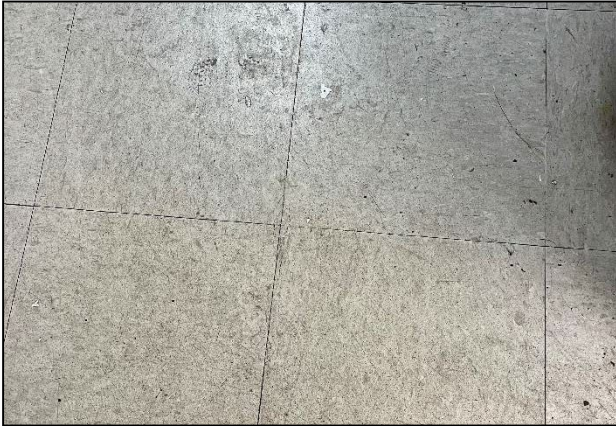
Approximate Sample Location

N  Not to Scale	Chino Valley Senior Center Kitchen Remodel	
	Town of Chino Valley	
	Western Technologies	
	Job No. 25-824005-0	Date: January 11, 2024

APPENDIX E

PHOTOGRAPHIC LOG

APPENDIX E – Photographic Log
Chino Valley Senior Center Kitchen Remodel
1021 West Butterfield Road, #501
Chino Valley, Arizona
Project No.: 25-824005-0



1: 12"x12" Vinyl Floor Tile (Gray)+ Mastic (Black)
Sample ID: 005-01-03



2: 12"x48" Laminate (Wood) + Glue (Clear)
Sample ID: 005-04-06



3: Cove Base (Brown) + Glue (Yellow)
Sample ID: 005-07-09



4: Cove Base (Green) +Glue (Yellow)
Sample ID: 005-10-12



5: 12"x12" VFT (Orange) + Mastic (Black)
Sample ID: 005-13-15



6: Cove Base (Gray) +Glue (Yellow)
Sample ID: 005-16-18

APPENDIX E – Photographic Log
Chino Valley Senior Center Kitchen Remodel
1021 West Butterfield Road, #501
Chino Valley, Arizona
Project No.: 25-824005-0



7: Fiberglass Reinforced Plastic (White) + Glue (Yellow)
Sample ID: 005-19-21



8: Caulk (Gray)
Sample ID: 005-22-24



9: Caulk (White)
Sample ID: 005-25-27



10: Caulk (White)
Sample ID: 005-28-30



11: Smooth Drywall System
Sample ID: 005-31-33



12: Heavy Trowelled Drywall System
Sample ID: 005-34-36

APPENDIX E – Photographic Log
Chino Valley Senior Center Kitchen Remodel
1021 West Butterfield Road, #501
Chino Valley, Arizona
Project No.: 25-824005-0



13: Exterior Concrete
Sample ID: 005-37-39



14: Exterior Stucco
Sample ID:005-40-42



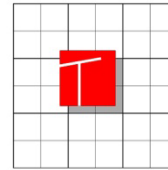
15: Caulk (White)
Sample ID: 005-43-45



16: Counter Paneling (White)
Sample ID:005-46-48

ARCHITECT'S ADDENDUM

ADDENDUM # | 01
PROJECT # | 22035



MICHAEL TAYLOR ARCHITECTS, INC.

118 South Pleasant Street . Prescott . Arizona . 86303
928.445.0626 [P] WWW.MTAL.NET

DATE 01 MAY 2024
CLIENT TOWN OF CHINO VALLEY
PROJECT CHINO VALLEY SENIOR CENTER KITCHEN REMODEL
CONTRACTOR TBD

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL CONTRACT DOCUMENTS AS NOTED BELOW.

DESCRIPTION

GENERAL:

1. CLARIFICATION: KITCHEN CUT SHEETS HAVE BEEN ATTACHED TO THIS ADDENDUM.
2. CLARIFICATION: ADDITIONAL DIMENSIONS HAVE BEEN ADDED TO FLOOR PLAN. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.
3. CLARIFICATION: REGARDING VAULT AREA, DEMOLITION OF GYPBOARD IS REQUIRED, NO STRUCTURE TO BE ALTERED. FINAL FINISH TO MATCH SURROUNDING CEILING.
4. CLARIFICATION: FINISH SCHEDULE FOR ROOM 106 INCORRECTLY REFERS TO ECO GRIP FLOORING, EXISTING FLOORING TO REMAIN.
5. CLARIFICATION: BUILDING PERMIT HAS BEEN APPROVED AND ISSUED. CONTRACTOR WILL NOT BE RESPONSIBLE FOR FEES.
6. CLARIFICATION: FREEZER/COOLER CUT SHEET HAS BEEN ATTACHED TO THIS ADDENDUM.
7. CLARIFICATION: FINISH SCHEDULE INCORRECTLY REFERS TO STAINLESS STEEL BEING APPLIED TO WALL, THIS WALL SHALL NOT RECEIVE STAINLESS STEEL AND SHOULD ONLY BE ALTERED AS NEEDED FOR NEW WORK.
8. CLARIFICATION: ECOGRIP FLOORING SPECIFICATION CAN BE FOUND ON PAGE 16 OF THE SPECIFICATION MANUAL.
9. CLARIFICATION: ALL OF THE EXISTING EQUIPMENT WILL DEMOLISHED AND DISPOSED OF. THE SENIOR CENTER WILL RE-USE THE SHELVING UNITS IN THE REFRIGERATOR AND FREEZER; HOWEVER, THOSE WILL BE REMOVED PRIOR TO CONSTRUCTION.



MICHAEL TAYLOR ARCHITECTS, INC.

ISSUED | JOHNNY STEWART

ACCEPTED |

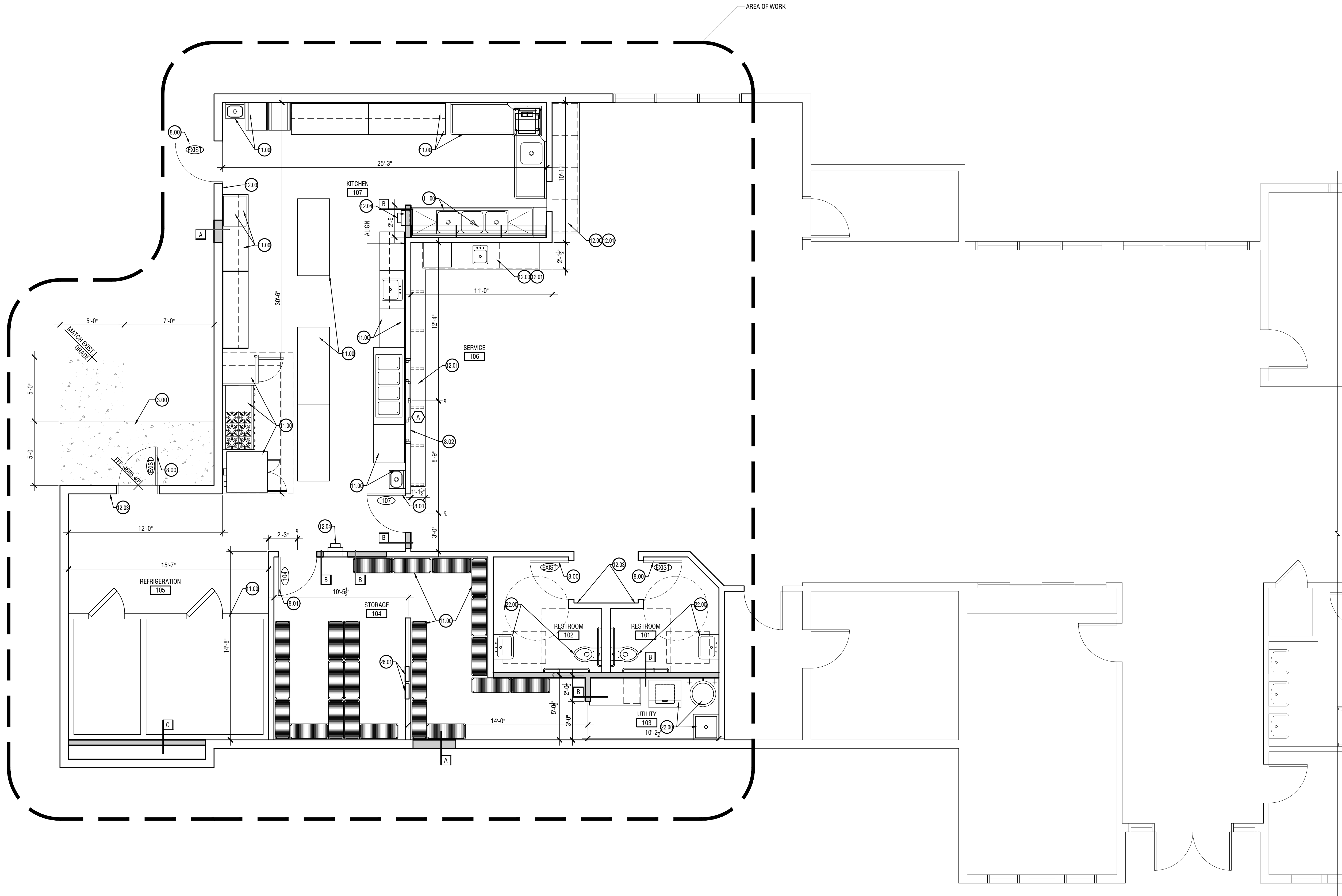
By: _____ DATE: _____ By: _____ DATE: _____

THE CONSTRUCTION DOCUMENT SET FOR THIS PROJECT SHALL INCLUDE THIS DRAWING SHEET, & ALL OTHER SHEETS & ASSOCIATED DOCUMENTS LISTED ON THE DRAWING INDEX ON COVER SHEET, & ANY OTHER DOCUMENTATION AS SUPPLIED BY THE ARCHITECT & CONSULTING ENGINEERS. ALL OF THE PROJECT DOCUMENTS REPRESENT AN ALL ENCOMPASSING WHOLE, & SHALL BE USED IN THEIR ENTIRETY FOR BIDDING & CONSTRUCTION PURPOSES.

3/1/2024 10:02 AM JMT
P:\2024\Chino Valley Senior Center Kitchen Remodel\A-101 Floor Plan.dwg
A-101 Floor Plan.dwg

1

ENLARGED FLOOR PLAN



- CONCRETE
- 3.00 CONCRETE APRON
- WOOD, PLASTICS, COMPOSITES
- 6.00 2x4 WOOD STUD AT 16" O.C.
 - 6.01 2x6 WOOD STUD AT 16" O.C.
- THERMAL AND MOISTURE PROTECTION
- 7.00 R-13.1 2" RIGID INSULATION
 - 7.01 R-19 SPRAY FOAM INSULATION
 - 7.02 SYNTHETIC STUCCO SYSTEM, FINISH TO MATCH EXISTING
- OPENINGS
- 8.00 EXISTING DOOR TO REMAIN
 - 8.01 SOLID CORE DOOR IN HOLLOW METAL FRAME, SEE SCHEDULE
 - 8.02 "READY ACCESS" 6063-T6 TRANSACTION WINDOW
- FINISHES
- 9.00 5/8" GYPSUM BOARD SHEATHING, SEE FINISH SCHEDULE
 - 9.01 16 GAUGE STAINLESS STEEL TYPE "304" WAINSCOT
- SPECIALTIES
- 11.00 KITCHEN EQUIPMENT, SEE EQUIPMENT LAYOUT PLAN
- FURNISHINGS
- 12.00 PLASTIC LAMINATE CASEWORK
 - 12.01 16 GAUGE STAINLESS STEEL TYPE "304" COUNTERTOP
 - 12.02 "RAKKS" SURFACE MOUNT COUNTER SUPPORT BRACKET
 - 12.03 TACTILE SIGN; SEE DETAIL UNDER SECTION 6" ON SHEET CS101.
 - 12.04 FIRE EXTINGUISHER 2A-K IN CABINET AS SHOWN
- PLUMBING
- 22.00 PLUMBING FIXTURE, SEE PLUMBING PLANS
- HEATING, VENTILATING, AND AIR CONDITIONING
- 24.00 R/S REGISTER, SEE MECHANICAL PLANS
- ELECTRICAL
- 26.00 LIGHT FIXTURE, SEE ELECTRICAL PLANS
 - 26.01 ELECTRICAL FIXTURE, SEE ELECTRICAL PLANS

SCALE: 1/4" = 1'-0"

KEYNOTES



APN: 306-02-466
S15-T18-A20W
FL ZONING
1021 WEST BUTTERFIELD ROAD
CHINO VALLEY, ARIZONA 86323

1021 WEST BUTTERFIELD ROAD CHINO VALLEY, ARIZONA 86323

INTERIOR REMODEL

MICHAEL TAYLOR
ARCHITECTS, INC.

118 SOUTH PLEASANT STREET
PRESCOTT, ARIZONA 86303
PHONE: 928.445.1826
WWW.MTAI.NET

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ENLARGED
FLOOR PLAN

A-101



93 & 9 SERIES
Adjustable Side
Cross-Bracing



94 SERIES
Adjustable Side &
Front Cross-Bracing

YES! It's SeaLess!



STAINLESS STEEL REGALINE SINKS

Three Compartments - Two Drainboards

Item #: _____ Qty #: _____

Model #: _____

Project #: _____



93 & 9 Series Adjustable
Side Cross-Bracing



94 Series Adjustable
Side & Front Cross-Bracing



Recessed Bowl Surface
Accommodates Poly-Vance
Cutting Boards & Sink Covers

FEATURES:

Tile edge for ease of installation.

One piece **Deep Drawn** sink bowls with integral drainboards with splash.

All sink bowls have a large liberal 3" radius.

"94" Series is supplied with adjustable front and side cross braces featuring leg clamps.

"93" & "9" Series is supplied with adjustable side cross braces featuring leg clamps.

CONSTRUCTION:

All TIG welded.

Welded areas blended to match adjacent surfaces and to a satin finish.

MATERIALS:

Spec-Line (94 Series):

14 gauge type 304 stainless steel

11" High Splash.

Standard (93 Series):

16 gauge type 304 stainless steel
8" High Splash.

Super Saver (9 Series):

18 gauge type 304 stainless steel
8" High Splash.

- LEGS:**
- 1 5/8" diameter tubular stainless steel.
 - Stainless steel gussets.
 - Stainless Steel 1" adjustable bullet feet.

Bowl Size	O.A. Length	DRBD. Size	SPEC-LINE 94 Series		STANDARD 93 Series		SUPER SAVER 9 Series		Cu. Ft.
			Model #	WT.	Model #	WT.	Model #	WT.	
16" x 20"	91"	18"	14 Ga. 304 S/S 14" Water Level		16 Ga. 304 S/S 12" Water Level		18 Ga. 304 S/S 12" Water Level		
	103"	24"	94-3-54-18RL	230 lbs.	93-3-54-18RL	189 lbs.	9-3-54-18RL	182 lbs.	49
	103"	24"	94-3-54-24RL	248 lbs.	93-3-54-24RL	197 lbs.	9-3-54-24RL	190 lbs.	55
	127"	36"*	94-3-54-36RL	275 lbs.	93-3-54-36RL	239 lbs.	9-3-54-36RL	208 lbs.	96
20" x 20"	103"	18"	94-23-60-18RL	248 lbs.	93-23-60-18RL	203 lbs.	9-23-60-18RL	198 lbs.	59
	115"	24"	94-23-60-24RL	276 lbs.	93-23-60-24RL	220 lbs.	9-23-60-24RL	195 lbs.	65
	139"	36"*	94-23-60-36RL	408 lbs.	93-23-60-36RL	387 lbs.	9-23-60-36RL	364 lbs.	89
18" x 24"	97"	18"	N/A	-	93-63-54-18RL	289 lbs.	9-63-54-18RL	226 lbs.	62
	109"	24"	N/A	-	93-63-54-24RL	304 lbs.	9-63-54-24RL	233 lbs.	85
	133"	36"*	N/A	-	93-63-54-36RL	367 lbs.	9-63-54-36RL	325 lbs.	96
24" x 24"	127"	24"	94-43-72-24RL	390 lbs.	93-43-72-24RL	331 lbs.	9-43-72-24RL	318 lbs.	98
	151"	36"*	94-43-72-36RL	448 lbs.	93-43-72-36RL	393 lbs.	9-43-72-36RL	345 lbs.	110
20" x 28"	103"	18"	94-83-60-18RL	358 lbs.	93-83-60-18RL	315 lbs.	9-83-60-18RL	277 lbs.	83
	115"	24"	94-83-60-24RL	394 lbs.	93-83-60-24RL	346 lbs.	9-83-60-24RL	305 lbs.	95
	139"	36"*	94-83-60-36RL	451 lbs.	93-83-60-36RL	398 lbs.	9-83-60-36RL	350 lbs.	109
* Regalines with 36" Drainboards are Supplied with Two Additional Legs (per drainboard) for Support.			14" Water Level 18" Flood Level		12" Water Level 16" Flood Level		12" Water Level 16" Flood Level		

* Requires Two Faucets

Weights & Cubes Are Approximate



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

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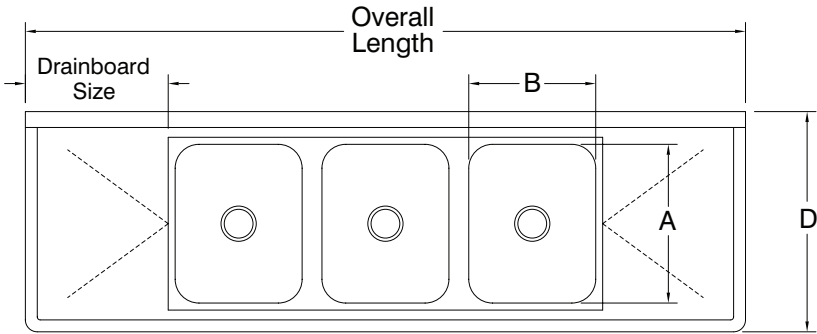
For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax: 631-586-2933

DIMENSIONS and SPECIFICATIONS

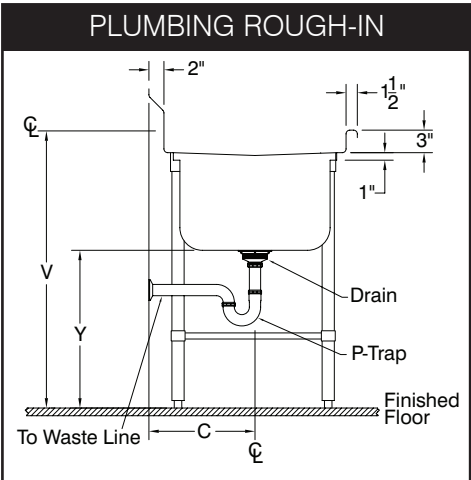
TOL Overall: ± .500"
Interior: ± .250"

ALL DIMENSIONS ARE TYPICAL

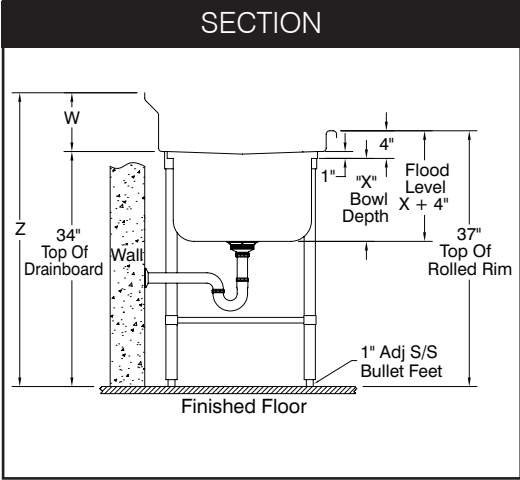


DESCRIPTION								94 SERIES					9 & 93 SERIES				
BOWL SIZE	Overall Length	DRBD SIZE	Recommended Use	A	B	C	D	V	W	X	Y	Z	V	W	X	Y	Z
16"x20"	91"	18"	DISH SINKS	20"	16"	14 1/8"	28"	38"	11"	14"	19"	45"	38"	8"	12"	21"	42"
	103"	24"															
	127"	*36"															
20"x20"	103"	18"	DISH & POT SINKS	20"	20"	14 1/8"	28"	38"	11"	14"	19"	45"	38"	8"	12"	21"	42"
	115"	24"															
	139"	*36"															
18"x24"	97"	18"	POT & PAN SINKS	24"	18"	16 1/8"	32"	38"	11"	14"	19"	45"	38"	8"	12"	21"	42"
	109"	24"															
	133"	*36"															
24"x24"	†127"	24"	POT SINKS	24"	24"	16 1/8"	32"	38"	11"	14"	19"	45"	38"	8"	12"	21"	42"
	†151"	*36"															
20"x28"	103"	18"	PAN SINKS	28"	20"	18 1/8"	36"	38"	11"	14"	19"	45"	38"	8"	12"	21"	42"
	115"	24"															
	139"	*36"															

† Requires Two Faucets
* Regalines with 36" Drainboards are Supplied with Two Additional Legs (per drainboard) for Support.



- MECHANICAL:**
- Supply is 1/2" IPS hot & cold.
 - Faucet holes on 8" centers.
 - Faucets are not included (see accessories).
 - Waste drains are 1 1/2" IPS S/S basket type, located in center of sink bowl, and are included.





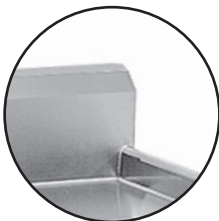
STAINLESS STEEL DISHTABLES SOIL STRAIGHT

NEW Tile Edge Design



SPEC-LINE
DTS-S30-60L Shown

10-1/2" EXTRA LARGE
Bold Looking Backsplash
with 2" return and tile edge



ACCESSORIES	Model #	Qty
Faucet		
Wall Shelf		
Undershelf		

Item #: _____ Qty #: _____

Model #: _____

Project #: _____

Spec-Line: 14 ga. 304 Series Stainless Steel Top.
16 ga. 304 Stainless Steel Legs Stainless Steel Legs
with Welded Cross Bracing & Stainless Steel Bullet Feet.

UPGRADED!
Standard: 16 ga. 304 Series Stainless Steel Top.
16 ga. 304 Stainless Steel Legs Stainless Steel Legs
with Welded Cross Bracing & Stainless Steel Bullet Feet.

Super Saver: 16 ga. 304 Series Stainless Steel Top.
Galvanized Legs with Plastic Bullet Feet.

FEATURES:

Tile edge for ease of installation.

STANDARD & SUPERSAVER SOIL section features 5" deep sink bowl.

SPEC-LINE SOIL section features 8" deep sink bowl.

Dishtable system consists of SOIL and CLEAN sections.

Table is furnished with 10-1/2" splash with a 2" return.

CONSTRUCTION:

All TIG welded.

Welded areas blended to match adjacent surfaces and to a satin finish.

Stainless Steel Gussets welded to a stainless steel support channel.

MECHANICAL:

Faucet holes in SPLASH punched on 8" centers, faucet not included.

Waste drain is 1 1/2" IPS basket type and is included.

Nominal sizing on all
dishtables for ease of
installation.

		14 Gauge 304 TOP 16 Ga. Stainless Steel Legs	16 Gauge 304 TOP Stainless Steel Legs	16 Gauge 304 TOP Galvanized Legs		
Nominal Size	"L"	SPEC-LINE	STANDARD	SUPER SAVER	Approx. Wt.	
3 Ft.	35"	DTS-S30-36L or R	DTS-S70-36L or R	DTS-S60-36L or R	70 lbs.	
4 Ft.	47"	DTS-S30-48L or R	DTS-S70-48L or R	DTS-S60-48L or R	85 lbs.	
5 Ft.	59"	DTS-S30-60L or R	DTS-S70-60L or R	DTS-S60-60L or R	100 lbs.	
6 Ft.	71"	DTS-S30-72L or R	DTS-S70-72L or R	DTS-S60-72L or R	115 lbs.	
7 Ft.	83"	DTS-S30-84L or R	DTS-S70-84L or R	DTS-S60-84L or R	125 lbs.	
8 Ft.	95"	DTS-S30-96L or R	DTS-S70-96L or R	DTS-S60-96L or R	135 lbs.	
9 Ft.	107"	DTS-S30-108L or R	DTS-S70-108L or R	DTS-S60-108L or R	235 lbs.	
10 Ft.	119"	DTS-S30-120L or R	DTS-S70-120L or R	DTS-S60-120L or R	290 lbs.	
12 Ft.	143"	DTS-S30-144L or R	DTS-S70-144L or R	DTS-S60-144L or R	300 lbs.	



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

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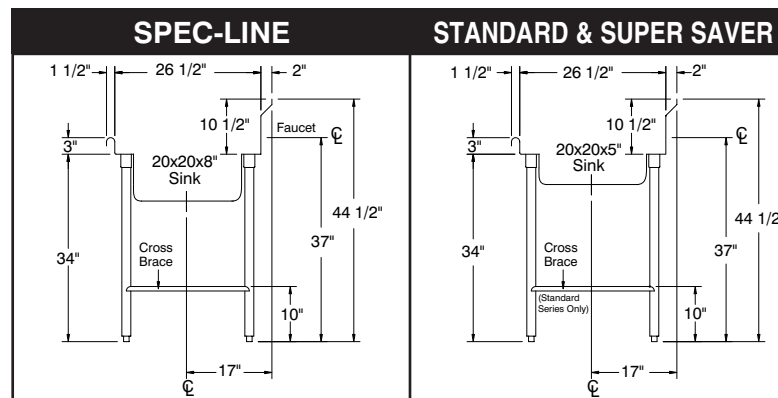
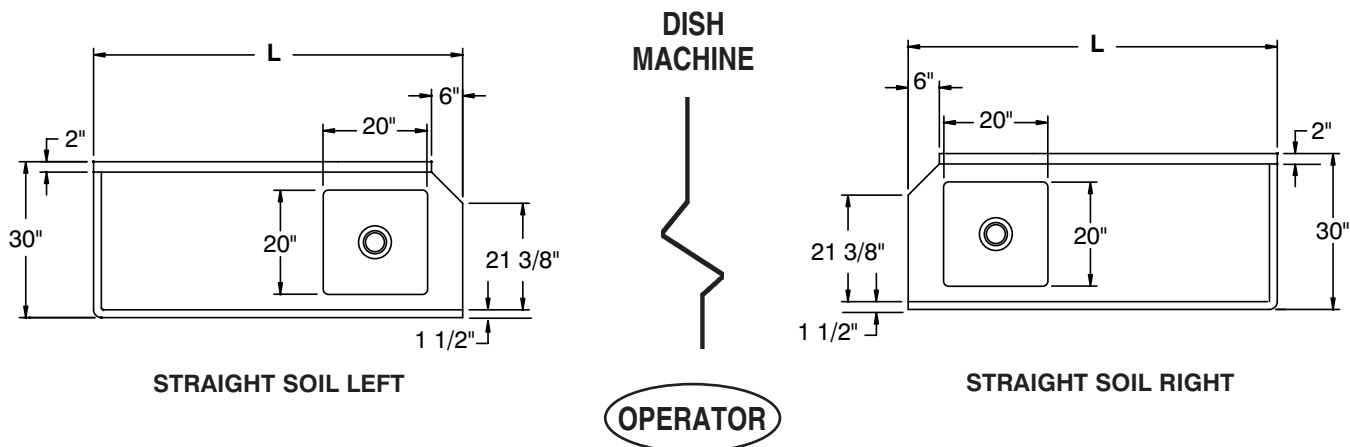
Email: smartfab@advancetabco.com or Fax: 631-586-2933

DIMENSIONS and SPECIFICATIONS

TOL $\pm .500"$

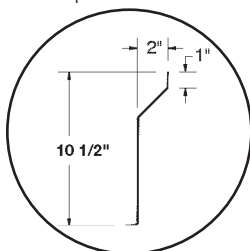
ALL DIMENSIONS ARE TYPICAL

SEE DISH MACHINE COMPATIBILITY CHART TO ENSURE PROPER FIT

Dish Machine Compatibility Chart can be found on our website at www.advancetabco.com under "Product Support"

*CUSTOMIZE YOUR OWN SYSTEM
by Ordering Optional Accessories from our
PRODUCT & PRICE GUIDE*

Splash Detail



Description	SPEC-LINE	STANDARD	SUPER SAVER
Material	14 Ga. 304 Series	16 Ga. 304 Series	16 Ga. 304 Series
1 5/8" Dia. Legs	Stainless Steel	Stainless Steel	Galvanized
Gussets	Stainless Steel	Stainless Steel	Stainless Steel
Bullet Feet (1" adj.)	Stainless Steel	Stainless Steel	Plastic
Cross Bracing	Welded	Welded	Optional
Prerinse Bowl Depth	8"	5"	5"
Prerinse Basket	Included	Optional	Optional





CMA-180

High Temperature
Straight or Corner Single
Rack Dishwasher



**CORNER
MODEL**



**STRAIGHT
MODEL**



**OPTIONAL
3 DOOR MODEL
AVAILABLE FOR
STRAIGHT AND
CORNER OPERATION**

FEATURES:

- **Energy Star Qualified.**
- 60 racks / 240 covers per hour.
- Economical to operate. Uses only .82 gallons of water per cycle.
- Automatic soil purging system. Filters wash water and traps plate debris into an external tray. Tray can be easily removed for dumping contents.
- All stainless steel construction offers durable performance and years of trouble free operation.
- Built-in chemical resistant industrial 7kW (240V) heater is proven to be more durable than commercial style heaters.
- Unique spray arm system features upper and lower stainless steel wash arms with reinforced end caps. Specially designed pull-pins allow wash arms to be easily removed for cleaning.
- Top mounted control box is water tight and includes a rack counter, extended wash/delimer switch and easy to read temperature gauges.
- Auto start/stop makes operation safe and easy.
- Field convertible for a wide range of applications.
- Safety Temp feature assures 180°F sanitizing rinse every cycle.
- Single point electrical connection.
- Automatic tank fill.
- Interchangeable upper and lower arms.

Available Options:

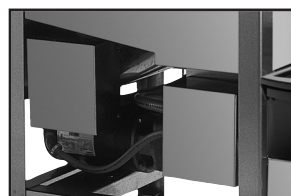
- Exhaust Fan Time Control
- Built-in 12kW booster heater
- CMA-180 Conversion Kit Corner to Straight
- CMA-180 Conversion Kit Straight to Corner
- Alternative electrical available for export
- Stainless steel dishtables
- Dual power supply connections
- Stainless steel scrap trap
- 3 doors open
- 2 minute cycle



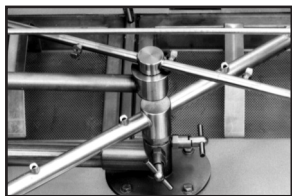
Top mounted control box is water tight and includes a rack counter, extended wash/delimer switch and easy to read temperature gauges.



External scrap tray maintains clean wash water and prevents debris from clogging the drain.



Industrial wash tank and optional booster heaters are designed for years of trouble free service.



Unique pull-pin design allows wash arms to be easily removed for cleaning.

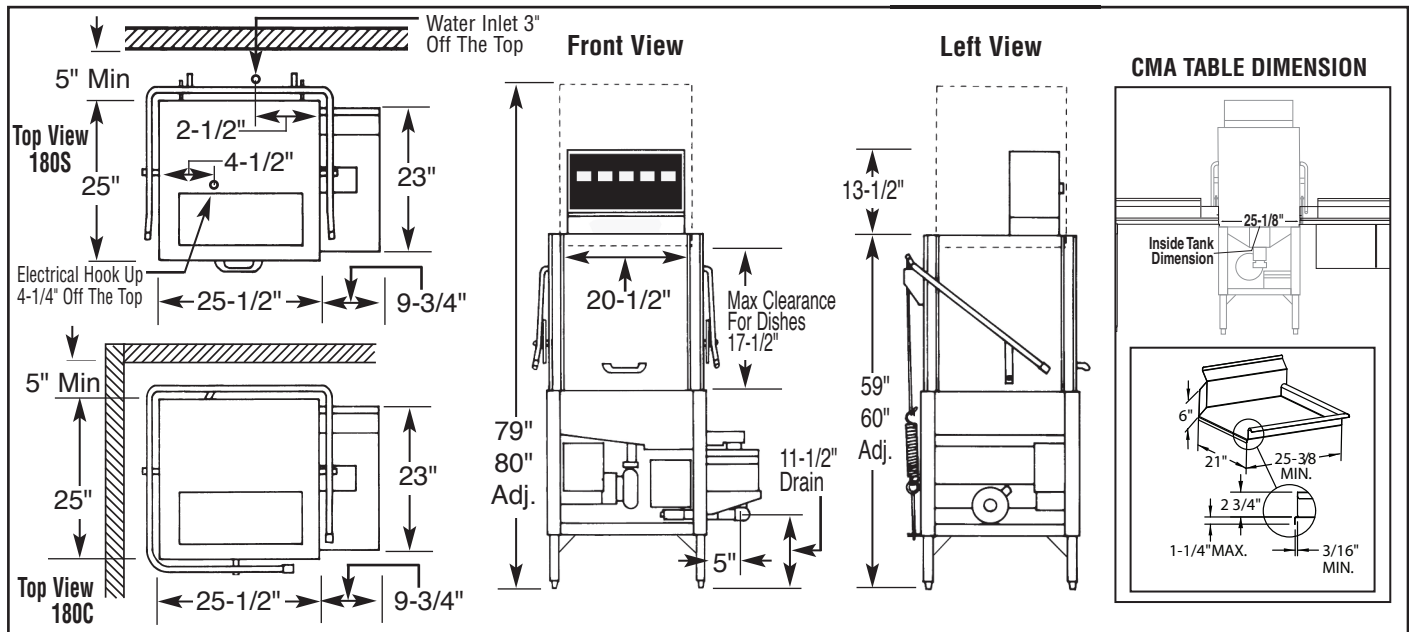
**CMA
MIZER®**
Registered Trademark





CMA-180

High Temperature
Straight or Corner Single
Rack Dishwasher



Specifications:

MODEL CMA-180	USA	METRIC			USA	METRIC
WATER CONSUMPTION			WASH PUMP MOTOR HP			
PER RACK	.82 GAL	(3.1 L)			1	1
PER HOUR	47 GAL	(177 L)	DIMENSIONS			
OPERATING CYCLE			DEPTH		25"	(63.5cm)
WASH TIME - SEC.	42	42	WIDTH (OUTSIDE DIMENSION)		25 -1/2"	(65cm)
RINSE TIME - SEC.	12	12	HEIGHT		59"-60"	(150-152cm)
DWELL TIME - SEC.	4	4	STANDARD TABLE HEIGHT		34"	(86.3cm)
TOTAL CYCLE	58	58	MAX CLEARANCE FOR DISHES		17-1/2"	(44cm)
			DRAIN CONNECTION (OFF FLOOR)		11-1/2"-12-1/2"	(29-32cm)
OPERATING CAPACITY			STANDARD DISHRACK		1	1
RACKS PER HOUR	60	60	DIMENSIONS		19-3/4" X 19-3/4"	(50X50cm)
WASH TANK CAPACITY			ELECTRICAL RATING		VOLTS	PHASE
PUMP CAPACITY			WITHOUT BOOSTER		208	1
					240	1
					208	3
					240	3
					480	3
WATER REQUIREMENTS			WITH BOOSTER		208	1
WITHOUT BOOSTER HEATER	180°F	(82°C)			240	1
WITH BOOSTER HEATER	120°F -140°F	(49°C - 60°C)			208	3
WATER INLET	3/4"	(1.9cm)			240	3
DRAIN CONNECTION	2"	(5.1cm)			480	3
RINSE PRESSURE SET	20 ±5psi	(1.41 kg/cm²)				25
OPERATING TEMPERATURE			APPROXIMATE SHIPPING WEIGHT			
WASH-°F (MIN)	155°F-160°F	(68°C-71°C)	WITHOUT BOOSTER		338#	(151kg)
RINSE-°F (MIN)	180°F-195°F	(82°C-90°C)	WITH BOOSTER		351#	(170kg)

WARNING: Plumbing connections must be made by a qualified service company who will comply with all available Federal, State, and Local Health, Plumbing and Safety codes.

Summary Specifications: Model CMA-180

The model CMA-180 single tank, high temperature dishwasher is designed for years of trouble free service, producing sparkling results while conserving energy, water and chemicals. This machine is available with an optional "built in" booster heater, assuring a continuous supply of 180°F hot water, and is easily field convertible for either corner or straight installation. Unique soil purging system filters wash water and plate debris into an external tray. The CMA-180 is NSF, UL, CUL and CE approved. Constructed entirely of stainless steel.

Available Models

- CMA-180S Straight
- CMA-180SB Straight with booster
- **CMA-180C Corner**
- CMA-180CB Corner with booster



STAINLESS STEEL DISHTABLES CLEAN STRAIGHT

NEW Tile Edge Design

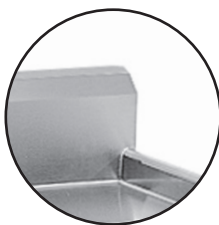

DTC-S60-60R Shown
Optional Undershelf
Shown

Optional Stainless Steel UNDERSHELF Die Cast LEG CLAMP

secured to shelf eliminates
unsightly nuts & bolts



10-1/2" EXTRA LARGE Bold Looking Backsplash with 2" return and tile edge



Item #: _____ Qty #: _____

Model #: _____

Project #: _____

Spec-Line: 14 ga. 304 Series Stainless Steel Top.
16 ga. 304 Stainless Steel Legs Stainless Steel Legs
with Welded Cross Bracing & Stainless Steel Bullet Feet.

UPGRADED! 16 ga. 304 Series Stainless Steel Top.
Standard: 16 ga. 304 Stainless Steel Legs Stainless Steel Legs
with Welded Cross Bracing & Stainless Steel Bullet Feet.

Super Saver: 16 ga. 304 Series Stainless Steel Top.
Galvanized Legs with Plastic Bullet Feet.

FEATURES:

Tile edge for ease of installation.
Dishtable system consists of SOIL and CLEAN sections.
Table is furnished with 10-1/2" splash with a 2" return.

CONSTRUCTION:

All TIG welded.
Welded areas blended to match adjacent surfaces and to a satin finish.
Stainless Steel Gussets welded to a stainless steel support channel.

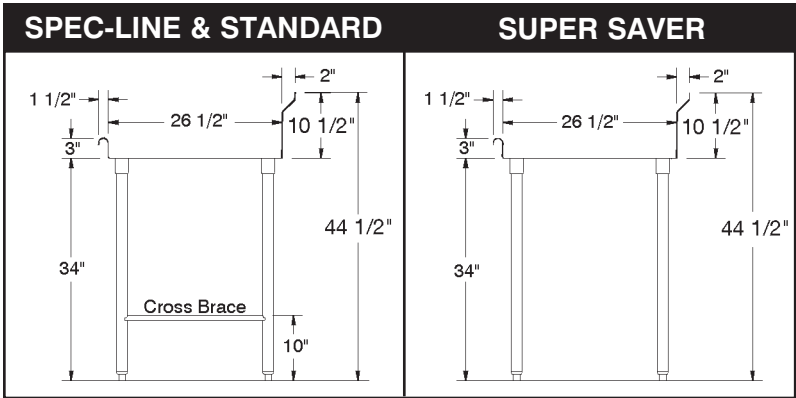
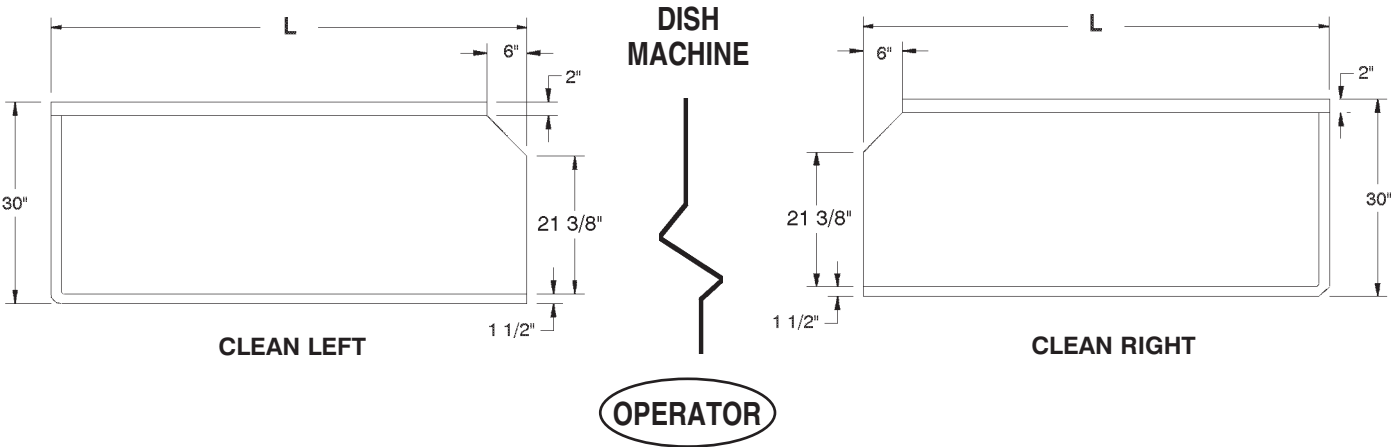
ACCESSORIES	Model #	Qty
Faucet		
Wall Shelf		
Undershelf		

Nominal sizing on all
dishtables for ease of
installation.

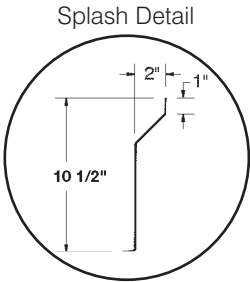
Nominal Size	"L"	14 Gauge 304 16 Ga. Stainless Steel Legs	16 Gauge 304 Stainless Steel Legs	16 Gauge 304 Galvanized Legs	Approx. Wt.
		SPEC-LINE	STANDARD	SUPER SAVER	
2 Ft.	23"	DTC-S30-24L or R	DTC-S70-24L or R	DTC-S60-24L or R	35 lbs.
3 Ft.	35"	DTC-S30-36L or R	DTC-S70-36L or R	DTC-S60-36L or R	45 lbs.
4 Ft.	47"	DTC-S30-48L or R	DTC-S70-48L or R	DTC-S60-48L or R	60 lbs.
5 Ft.	59"	DTC-S30-60L or R	DTC-S70-60L or R	DTC-S60-60L or R	70 lbs.
6 Ft.	71"	DTC-S30-72L or R	DTC-S70-72L or R	DTC-S60-72L or R	85 lbs.
7 Ft.	83"	DTC-S30-84L or R	DTC-S70-84L or R	DTC-S60-84L or R	100 lbs.
8 Ft.	95"	DTC-S30-96L or R	DTC-S70-96L or R	DTC-S60-96L or R	110 lbs.
9 Ft.	107"	DTC-S30-108L or R	DTC-S70-108L or R	DTC-S60-108L or R	225 lbs.
10 Ft.	119"	DTC-S30-120L or R	DTC-S70-120L or R	DTC-S60-120L or R	250 lbs.
12 Ft.	143"	DTC-S30-144L or R	DTC-S70-144L or R	DTC-S60-144L or R	260 lbs.

SEE DISH MACHINE COMPATIBILITY CHART TO ENSURE PROPER FIT

Dish Machine Compatibility Chart can be found on our website at www.advancetabco.com under "Product Support"



*CUSTOMIZE YOUR OWN SYSTEM
by Ordering Optional Accessories from our
PRODUCT & PRICE GUIDE*



Description	SPEC-LINE	STANDARD	SUPER SAVER
Material	14 Ga. 304 Series	16 Ga. 304 Series	16 Ga. 304 Series
1 5/8" Dia. Legs	Stainless Steel	Stainless Steel	Galvanized
Gussets	Stainless Steel	Stainless Steel	Stainless Steel
Bullet Feet (1" adj.)	Stainless Steel	Stainless Steel	Plastic
Cross Bracing	Welded	Welded	Optional





STAINLESS STEEL SLIDING DOOR STYLE ENCLOSED BASE WORK TABLES



Flat Top



1 1/2" Backsplash



5" Backsplash



FEATURING BOLT-ON
STAINLESS STEEL LEG

Item #: _____ Qty #: _____
Model #: _____
Project #: _____

FEATURES:

FLAT TOP is furnished with a 1 5/8" sanitary rolled rim on the front and 1 5/8" square bend edges on the 2 sides and rear.

1 1/2" SPLASH is furnished with a 1 5/8" sanitary rolled rim on the front side and 1 5/8" square bend edges on the 2 sides and a 1 1/2" splash of single metal thickness on the rear side.

5" SPLASH is furnished with a 1 5/8" sanitary rolled rim on the front side and 1 5/8" square bend edges on the 2 sides and a 5" splash with a 1" return on the rear side.

SLIDING DOORS have recessed handles for ease in opening and closing.

Rear flush panel along the rear of the base unit.

CONSTRUCTION:

All TIG welded. Exposed areas finished to match adjacent surfaces.

Entire Top is mechanically polished to a satin finish and is sound deadened.

Hat section secured to Top reinforces and maintains level working surface.

UNI-BODY DESIGN sides, back and fixed mid shelf (sold separately) are welded to form a single rigid structure.

Legs bolt on to table base.

MATERIAL:

TOP is 14 gauge stainless steel type "304" series with galvanized understructure.

BODY is 18 gauge stainless steel type "430" series.

LEGS are stainless steel and include 1 1/2" adjustable hex foot.

	L	FLAT TOP	1 1/2" SPLASH	5" SPLASH	C	# of Doors	Approx. Wt.	Approx. Cu. Ft.
24" WIDE	48"	CB-SS-244	CF-SS-244	CK-SS-244	18"	2	183 lbs.	38
	60"	CB-SS-245	CF-SS-245	CK-SS-245	18"	2	235 lbs.	47
	72"	CB-SS-246	CF-SS-246	CK-SS-246	18"	2	275 lbs.	56
	84"	CB-SS-247	CF-SS-247	CK-SS-247	18"	4	335 lbs.	66
	96"	CB-SS-248	CF-SS-248	CK-SS-248	18"	4	375 lbs.	74
	108"	CB-SS-249	CF-SS-249	CK-SS-249	18"	4	410 lbs.	83
	120"	CB-SS-2410	CF-SS-2410	CK-SS-2410	18"	4	450 lbs.	92
	144"	CB-SS-2412	CF-SS-2412	CK-SS-2412	18"	4	495 lbs.	109
30" WIDE	48"	CB-SS-304	CF-SS-304	CK-SS-304	24"	2	210 lbs.	45
	60"	CB-SS-305	CF-SS-305	CK-SS-305	24"	2	245 lbs.	55
	72"	CB-SS-306	CF-SS-306	CK-SS-306	24"	2	290 lbs.	66
	84"	CB-SS-307	CF-SS-307	CK-SS-307	24"	4	350 lbs.	76
	96"	CB-SS-308	CF-SS-308	CK-SS-308	24"	4	395 lbs.	87
	108"	CB-SS-309	CF-SS-309	CK-SS-309	24"	4	430 lbs.	97
	120"	CB-SS-3010	CF-SS-3010	CK-SS-3010	24"	4	490 lbs.	107
	144"	CB-SS-3012	CF-SS-3012	CK-SS-3012	24"	4	555 lbs.	128
36" WIDE	48"	CB-SS-364	CF-SS-364	CK-SS-364	30"	2	225 lbs.	53
	60"	CB-SS-365	CF-SS-365	CK-SS-365	30"	2	270 lbs.	65
	72"	CB-SS-366	CF-SS-366	CK-SS-366	30"	2	315 lbs.	77
	84"	CB-SS-367	CF-SS-367	CK-SS-367	30"	4	383 lbs.	90
	96"	CB-SS-368	CF-SS-368	CK-SS-368	30"	4	425 lbs.	102
	108"	CB-SS-369	CF-SS-369	CK-SS-369	30"	4	470 lbs.	114
	120"	CB-SS-3610	CF-SS-3610	CK-SS-3610	30"	4	515 lbs.	126
	144"	CB-SS-3612	CF-SS-3612	CK-SS-3612	30"	4	605 lbs.	151

Mid Shelves Are Available.

To Add a Fixed Mid Shelf, Add "M" After each Model Number.
Upgrade to Adjustable Mid Shelf. Add TA-116.



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

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For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax: 631-586-2933

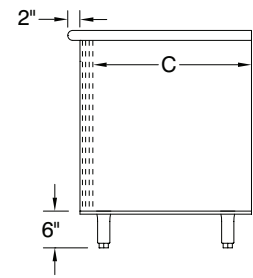
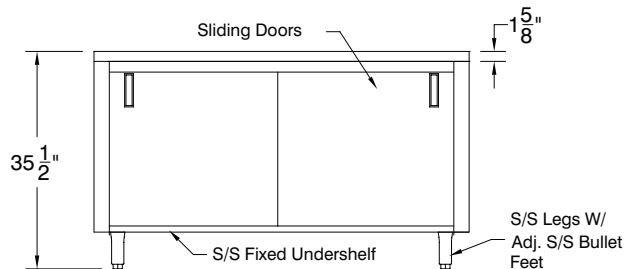
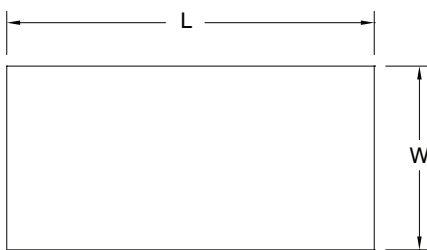
DETAILS and SPECIFICATIONS

TOL $\pm$.500"

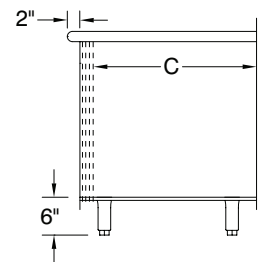
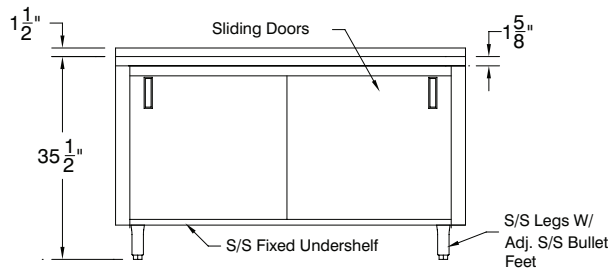
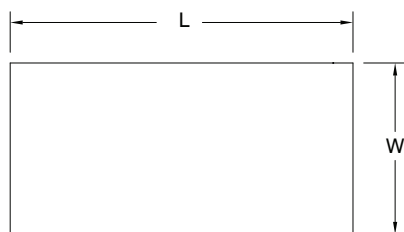
Units 7' and larger are furnished with 6 legs.

ALL DIMENSIONS ARE TYPICAL

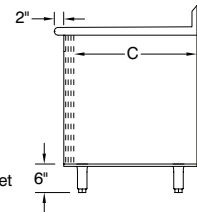
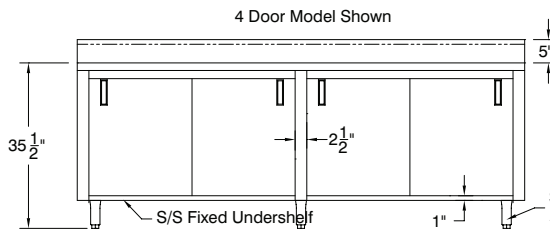
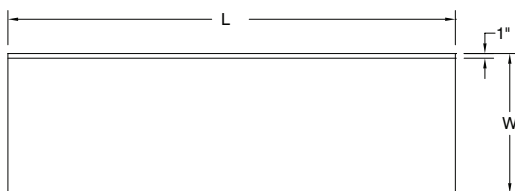
CB-Series Flat Top



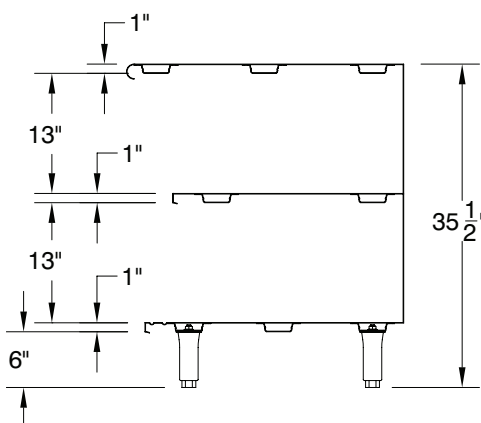
CF- Series 1 1/2" Rear Splash



CK-Series 5" Rear Splash

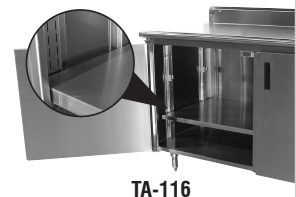


OPTIONAL MID SHELF DETAILS



OPTIONAL ENCLOSED BASE MODIFICATIONS & ACCESSORIES

- **TA-19L** Replacement Bolt-on Leg With Flanged Bullet Foot
- **TA-20L** Replacement Bolt-on Leg
- **TA-42** Interior Partition, 2-1/2" x 30" (each)
- **TA-46** Door Locks
- **TA-54** Removable Kick Plate
- **TA-116** Cabinet Mid Shelf* (Sold Separately)
- **TA-118** Partial Mid Shelf (Sold Separately)
- **TA-255P** 5" Heavy Duty Polyurethane Casters (Set of 4 - 2 w/ Brakes)
- **TA-255AP** 5" Heavy Duty Polyurethane Casters (Set of 6 - 2 w/ Brakes)



*Shelves Over 36" In Length Require Multiple Sections With Center Partition.





STAINLESS STEEL HINGED DOOR STYLE ENCLOSED BASE WORK TABLES



Flat Top



1 1/2" Backsplash



5" Backsplash



FEATURING BOLT-ON
STAINLESS STEEL LEG

FEATURES:

FLAT TOP is furnished with a 1 5/8" sanitary rolled rim on the front and 1 5/8" square bend edges on the 2 sides and rear.

1 1/2" SPLASH is furnished with a 1 5/8" sanitary rolled rim on the front side and 1 5/8" square bend edges on the 2 sides and a 1 1/2" splash of single metal thickness on the rear side.

5" SPLASH is furnished with a 1 5/8" sanitary rolled rim on the front side and 1 5/8" square bend edges on the 2 sides and a 5" splash with a 1" return on the rear side.

HINGED DOORS are constructed as double panel doors with recessed inner panels for extra rigidity.

Rear flush panel along the rear of the base unit.

CONSTRUCTION:

All TIG welded. Exposed areas finished to match adjacent surfaces.

Entire Top is mechanically polished to a satin finish and is sound deadened.

Hat section secured to Top reinforces and maintains level working surface.

UNI-BODY DESIGN sides, back and fixed mid shelf (sold separately) are welded to form a single rigid structure.

Legs bolt on to table base.

MATERIAL:

TOP is 14 gauge stainless steel type "304" series with galvanized understructure.

BODY is 18 gauge stainless steel type "430" series.

LEGS are stainless steel and include 1 1/2" adjustable hex foot.

Item #: _____ Qty #: _____
Model #: _____
Project #: _____

	L	FLAT TOP	1 1/2" SPLASH	5" SPLASH	# of Doors	Approx. Wt.	Approx. Cu. Ft.
24" WIDE	36"	HB-SS-243	HF-SS-243	HK-SS-243	2	160 lbs.	30
	48"	HB-SS-244	HF-SS-244	HK-SS-244	2	195 lbs.	38
	60"	HB-SS-245	HF-SS-245	HK-SS-245	2	230 lbs.	47
	72"	HB-SS-246	HF-SS-246	HK-SS-246	4	280 lbs.	56
	84"	HB-SS-247	HF-SS-247	HK-SS-247	4	330 lbs.	66
	96"	HB-SS-248	HF-SS-248	HK-SS-248	4	370 lbs.	74
	108"	HB-SS-249	HF-SS-249	HK-SS-249	4	405 lbs.	83
	120"	HB-SS-2410	HF-SS-2410	HK-SS-2410	4	445 lbs.	92
30" WIDE	144"	HB-SS-2412	HF-SS-2412	HK-SS-2412	6	550 lbs.	109
	36"	HB-SS-303	HF-SS-303	HK-SS-303	2	175 lbs.	35
	48"	HB-SS-304	HF-SS-304	HK-SS-304	2	215 lbs.	45
	60"	HB-SS-305	HF-SS-305	HK-SS-305	2	255 lbs.	55
	72"	HB-SS-306	HF-SS-306	HK-SS-306	4	315 lbs.	66
	84"	HB-SS-307	HF-SS-307	HK-SS-307	4	360 lbs.	76
	96"	HB-SS-308	HF-SS-308	HK-SS-308	4	405 lbs.	87
	108"	HB-SS-309	HF-SS-309	HK-SS-309	4	430 lbs.	97
36" WIDE	120"	HB-SS-3010	HF-SS-3010	HK-SS-3010	4	485 lbs.	107
	144"	HB-SS-3012	HF-SS-3012	HK-SS-3012	6	580 lbs.	128
	36"	HB-SS-363	HF-SS-363	HK-SS-363	2	188 lbs.	41
	48"	HB-SS-364	HF-SS-364	HK-SS-364	2	235 lbs.	53
	60"	HB-SS-365	HF-SS-365	HK-SS-365	2	275 lbs.	65
	72"	HB-SS-366	HF-SS-366	HK-SS-366	4	335 lbs.	77
	84"	HB-SS-367	HF-SS-367	HK-SS-367	4	383 lbs.	90
	96"	HB-SS-368	HF-SS-368	HK-SS-368	4	420 lbs.	102
	108"	HB-SS-369	HF-SS-369	HK-SS-369	4	450 lbs.	114
	120"	HB-SS-3610	HF-SS-3610	HK-SS-3610	4	510 lbs.	126
	144"	HB-SS-3612	HF-SS-3612	HK-SS-3612	6	615 lbs.	151

Mid Shelves Are Available.

To Add a Fixed Mid Shelf, Add "M" After each Model Number.

Upgrade to Adjustable Mid Shelf. Add TA-116.



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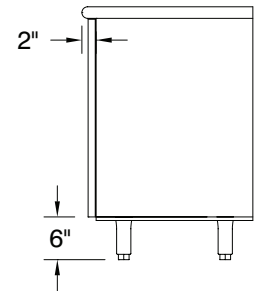
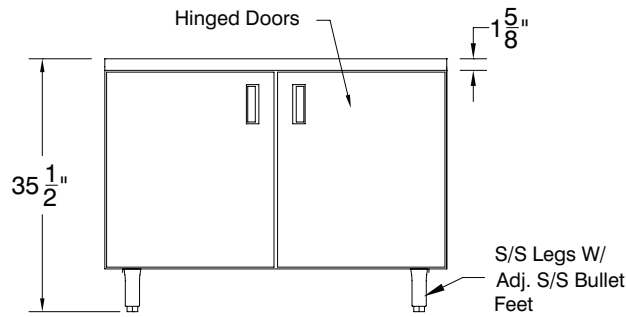
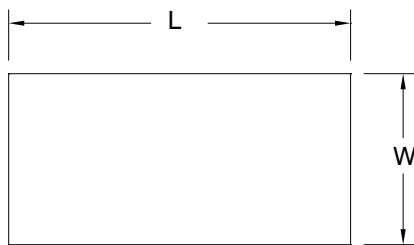
DETAILS and SPECIFICATIONS

TOL $\pm$.500"

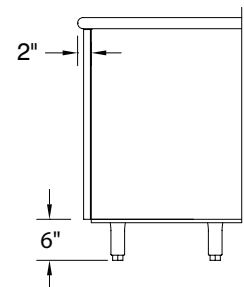
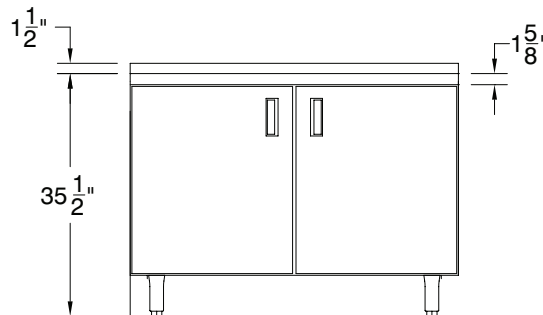
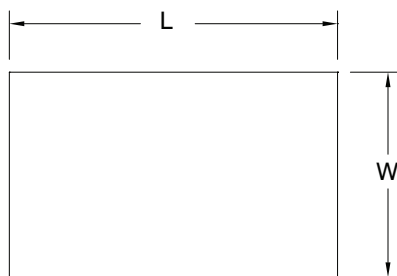
Units 7' and larger are furnished with 6 legs.

ALL DIMENSIONS ARE TYPICAL

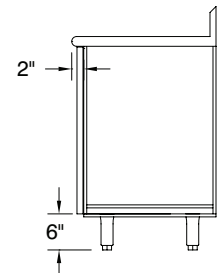
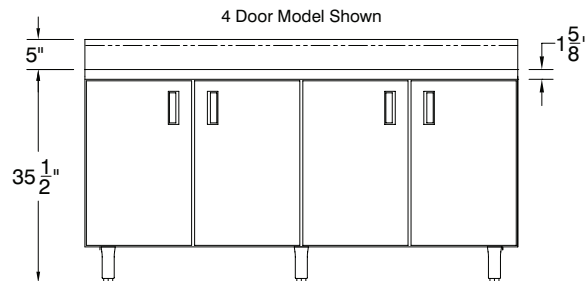
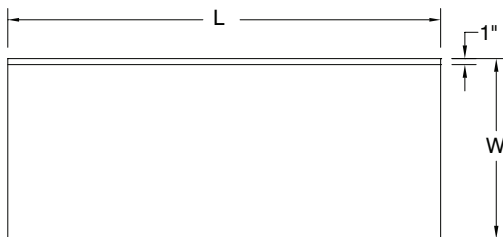
HB-Series Flat Top



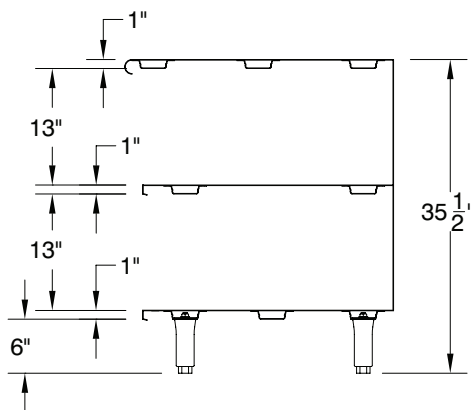
HF-Series 1 1/2" Rear Splash



HK-Series 5" Rear Splash

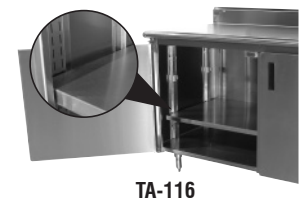
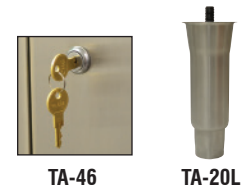


OPTIONAL MID SHELF DETAILS



OPTIONAL ENCLOSED BASE MODIFICATIONS & ACCESSORIES

- **TA-19L** Replacement Bolt-on Leg With Flanged Bullet Foot
- **TA-20L** Replacement Bolt-on Leg
- **TA-42** Interior Partition, 2-1/2" x 30" (each)
- **TA-46** Door Locks
- **TA-54** Removable Kick Plate
- **TA-116** Cabinet Mid Shelf* (Sold Separately)
- **TA-118** Partial Mid Shelf (Sold Separately)
- **TA-255P** 5" Heavy Duty Polyurethane Casters (Set of 4 - 2 w/ Brakes)
- **TA-255AP** 5" Heavy Duty Polyurethane Casters (Set of 6 - 2 w/ Brakes)



*Shelves Over 36" In Length Require Multiple Sections With Center Partition.



15" Wide WALL CABINETS



Item #: _____ Qty #: _____

Model #: _____

Project #: _____



SLIDING DOORS
WCS Series



OPEN
WCO Series



HINGE DOORS
WCH Series

THREE AVAILABLE OPTIONS!

WCS Series

L	Sliding Door Unit	# of Doors	Wt.	Cu.
36"	NOT AVAILABLE			
48"	WCS-15-48	2	155 lbs.	21
60"	WCS-15-60	2	185 lbs.	26
72"	WCS-15-72	2	220 lbs.	31
96"	WCS-15-96	4	295 lbs.	41

WCO Series

L	Open Door Unit	Wt.	Cu.
36"	WCO-15-36	95 lbs.	17
48"	WCO-15-48	120 lbs.	21
60"	WCO-15-60	145 lbs.	26
72"	WCO-15-72	180 lbs.	31
96"	WCO-15-96	240 lbs.	41

WCH Series

L	Hinged Door Unit	# of Doors	Wt.	Cu.
36"	WCH-15-36	2	120 lbs.	17
48"	WCH-15-48	2	150 lbs.	21
60"	WCH-15-60	2	180 lbs.	26
72"	WCH-15-72	4	240 lbs.	31
96"	WCH-15-96	4	320 lbs.	41

FEATURES:

Wall hung cabinet with intermediate fixed shelf.
Sloping Top enhances sanitary configuration.

CONSTRUCTION:

All TIG welded using the TIG process.
Welded seams finished to match adjacent surfaces.
Unit polished to a satin finish.

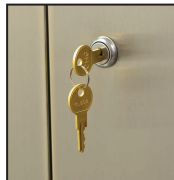
MATERIAL:

18 gauge type 430 series stainless steel.

WCH Series: Stainless steel hinges

WCH/WCS Series: Plastic handles.

Mounting hardware is not supplied.



Optional Door Lock

TA-46

One lock for each pair of sliding doors
or each individual hinged door



Additional Mid-Shelf

WC-SHELF

One fixed mid-shelf is standard



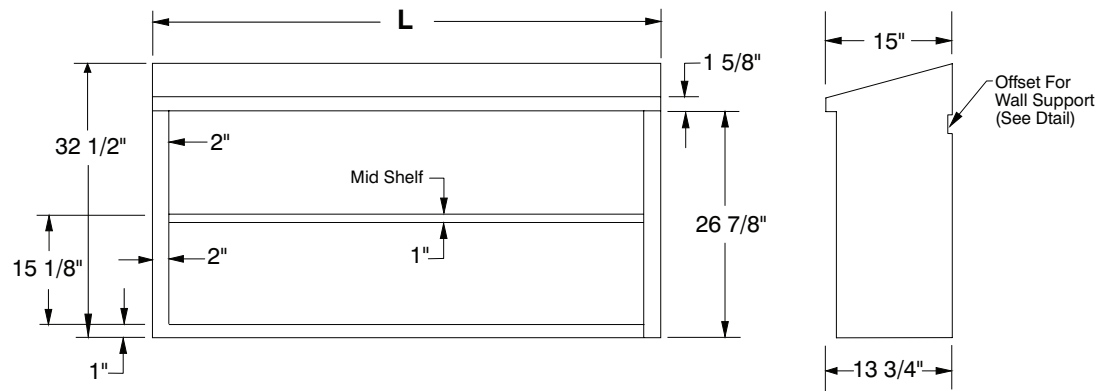
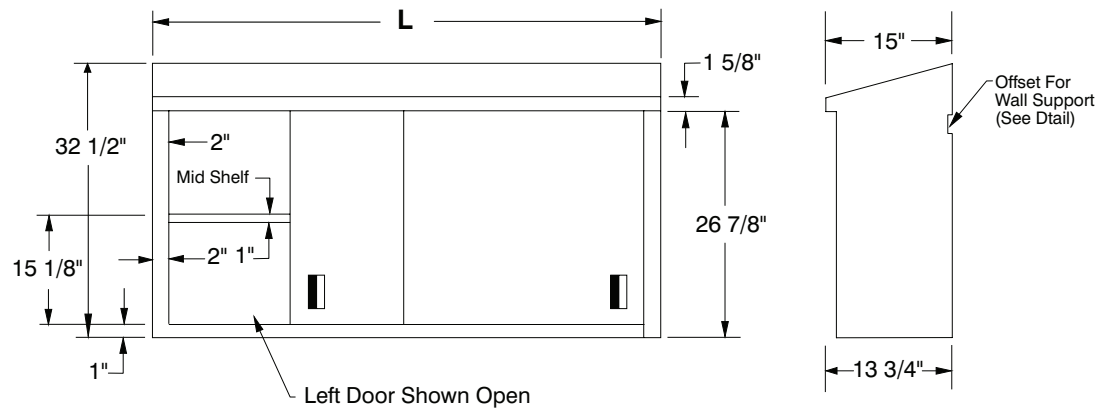
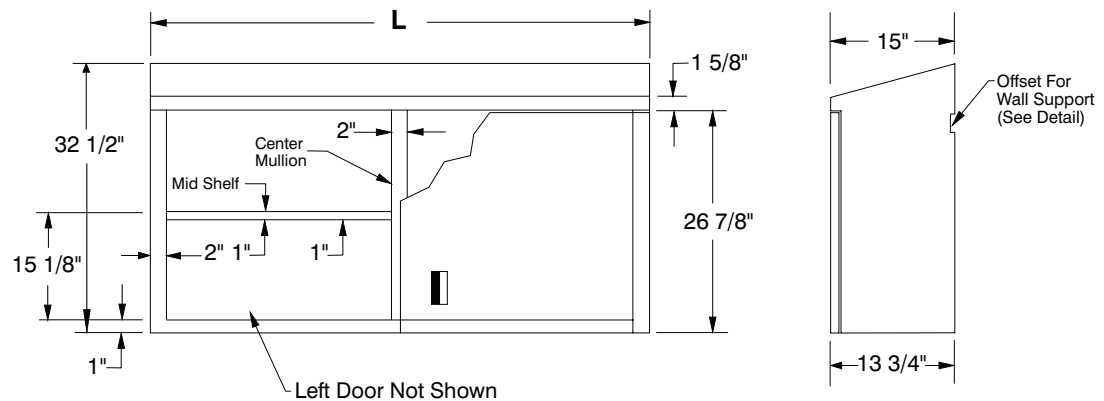
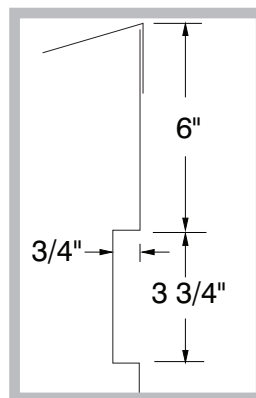
Hinge Repair Kit

TA-36D

Repair Kit for Door Hinge (Per Hinge)

DETAILS and SPECIFICATIONSTOL $\pm .500''$

ALL DIMENSIONS ARE TYPICAL

WCO-Series**Open
Style****WCS-Series****Sliding
Door
Style****WCH-Series****Hinged
Door
Style****OFFSET DETAIL**



STAINLESS STEEL

WORK TABLES

STANDARD Series - 1 1/2" Splash - UNDERSHELF Style



Item #: _____ Qty #: _____

Model #: _____

Project #: _____

FEATURES:

Top is furnished with a 1 5/8" sanitary rolled rim edge on front and square sides, and a 1 1/2" splash of single metal thickness on the rear side.

TWO hat channels stud welded to reinforce and maintain a level working surface. 30" and 36" wide tables supplied with THREE hat channels.

Pre-engineered welded angle adapters insure ease of future drawer installation.

Aluminum die cast "leg-to-shelf" clamp secures shelf to leg eliminating unsightly nuts and bolts. Undersheff is adjustable.

CONSTRUCTION:

All TIG welded. Exposed weld areas polished to match adjacent surfaces.

Entire top mechanically polished to a satin finish.

Top is sound deadened.

Roll formed embossed galvanized hat channels are secured to top by means of structural adhesive and weld studs.

Gussets welded to support hat sections.



Rolled Rim Edges
on Front and Splash
on Back and Square
Side Edges



Featuring as Standard:
"THE PROVEN"
ORIGINAL ADVANCE TABCO
Adjustable Undersheff
with Die Cast Leg Clamp

MATERIAL:

FMS-SERIES: Stainless Steel Legs & Undersheff

- TOP: 16 gauge stainless steel type "304" series.
- SHELF: 18 gauge stainless steel.
- LEGS: 1 5/8" diameter tubular stainless steel.
1" adjustable stainless steel bullet feet.
Stainless steel gussets.

FMG-SERIES: Galvanized Legs & Undersheff

- TOP: 16 gauge stainless steel type "304" series.
- SHELF: 18 gauge galvanized steel.
- LEGS: 1 5/8" diameter tubular galvanized steel.
1" adjustable plastic bullet feet.
Galvanized steel gussets.

FMS-Series:
Stainless Steel Legs & Undersheff

L	24" Wide	30" Wide	36" Wide
30"	FMS-240	FMS-300	
24"	FMS-242	FMS-302	FMS-362
36"	FMS-243	FMS-303	FMS-363
48"	FMS-244	FMS-304	FMS-364
60"	FMS-245	FMS-305	FMS-365
72"	FMS-246	FMS-306	FMS-366
84"	FMS-247	FMS-307	FMS-367
96"	FMS-248	FMS-308	FMS-368
108"	FMS-249	FMS-309	FMS-369
120"	FMS-2410	FMS-3010	FMS-3610
132"	FMS-2411	FMS-3011	FMS-3611
144"	FMS-2412	FMS-3012	FMS-3612

FMG-Series:
Galvanized Steel Legs & Undersheff

L	24" Wide	30" Wide	36" Wide
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144"	FMG-2412	FMG-3012	FMG-3612



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GEORGIA
Fax: (770) 775-5625

TEXAS
Fax: (972) 932-4795

NEVADA
Fax: (775) 972-1578

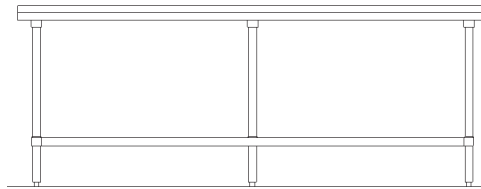
DIMENSIONS and SPECIFICATIONS

ALL DIMENSIONS ARE TYPICAL TOL ± .500"

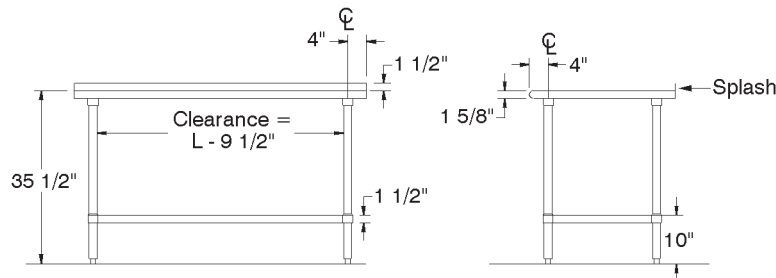
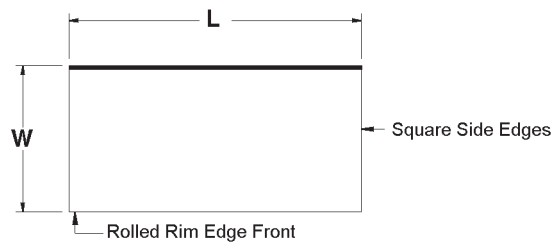
All Units Shipped Unassembled (KD) for Reduced Shipping Costs.

FMS & FMG Series UNDERSHELF Style 1 1/2" Backsplash

Finished size of undershelf = Length minus 5 3/4"
Width minus 5 3/4"



Units 8ft. and larger are furnished with six (6) legs



FMS-Series: Stainless Steel Legs & Undershef

L	24" Wide	Wt.	30" Wide	Wt.	36" Wide	Wt.
30"	FMS-240	49 lbs.	FMS-300	65 lbs.		
24"	FMS-242	31 lbs.	FMS-302	55 lbs.	FMS-362	75 lbs.
36"	FMS-243	64 lbs.	FMS-303	72 lbs.	FMS-363	88 lbs.
48"	FMS-244	79 lbs.	FMS-304	89 lbs.	FMS-364	98 lbs.
60"	FMS-245	92 lbs.	FMS-305	107 lbs.	FMS-365	118 lbs.
72"	FMS-246	109 lbs.	FMS-306	125 lbs.	FMS-366	138 lbs.
84"	FMS-247	130 lbs.	FMS-307	148 lbs.	FMS-367	164 lbs.
96"	FMS-248	145 lbs.	FMS-308	166 lbs.	FMS-368	184 lbs.
108"	FMS-249	161 lbs.	FMS-309	176 lbs.	FMS-369	190 lbs.
120"	FMS-2410	261 lbs.	FMS-3010	287 lbs.	FMS-3610	308 lbs.
132"	FMS-2411	293 lbs.	FMS-3011	324 lbs.	FMS-3611	358 lbs.
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48"	FMG-244	79 lbs.	FMG-304	89 lbs.	FMG-364	98 lbs.
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STAINLESS STEEL
WORK TABLES
STANDARD Series - 1 1/2" Splash - UNDERSHELF Style



Item #: _____ Qty #: _____

Model #: _____

Project #: _____

FEATURES:

Top is furnished with a 1 5/8" sanitary rolled rim edge on front and square sides, and a 1 1/2" splash of single metal thickness on the rear side.

TWO hat channels stud welded to reinforce and maintain a level working surface. 30" and 36" wide tables supplied with THREE hat channels.

Pre-engineered welded angle adapters insure ease of future drawer installation.

Aluminum die cast "leg-to-shelf" clamp secures shelf to leg eliminating unsightly nuts and bolts. Undersheff is adjustable.

CONSTRUCTION:

All TIG welded. Exposed weld areas polished to match adjacent surfaces.

Entire top mechanically polished to a satin finish.

Top is sound deadened.

Roll formed embossed galvanized hat channels are secured to top by means of structural adhesive and weld studs.

Gussets welded to support hat sections.



**Rolled Rim Edges
on Front and Splash
on Back and Square
Side Edges**



Featuring as Standard:
"THE PROVEN"
ORIGINAL ADVANCE TABCO
**Adjustable Undersheff
with Die Cast Leg Clamp**

MATERIAL:

FMS-SERIES: Stainless Steel Legs & Undersheff

- TOP:** 16 gauge stainless steel type "304" series.
- SHELF:** 18 gauge stainless steel.
- LEGS:** 1 5/8" diameter tubular stainless steel.
1" adjustable stainless steel bullet feet.
Stainless steel gussets.

FMG-SERIES: Galvanized Legs & Undersheff

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Galvanized steel gussets.

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Stainless Steel Legs & Undersheff

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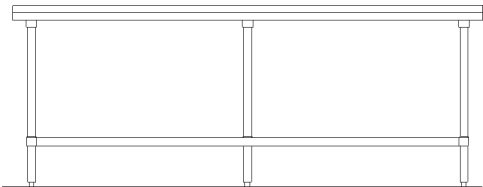
DIMENSIONS and SPECIFICATIONS

ALL DIMENSIONS ARE TYPICAL TOL ± .500"

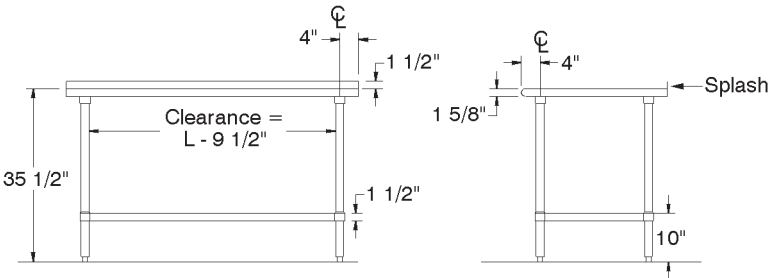
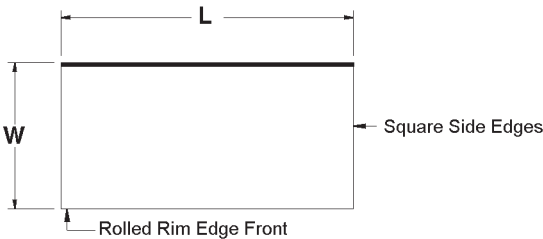
All Units Shipped Unassembled (KD) for Reduced Shipping Costs.

FMS & FMG Series UNDERSHELF Style 1 1/2" Backsplash

Finished size of undershelf = Length minus 5 3/4"
Width minus 5 3/4"



Units 8ft. and larger are furnished with six (6) legs



FMS-Series: Stainless Steel Legs & Undershelf

L	24" Wide	Wt.	30" Wide	Wt.	36" Wide	Wt.
30"	FMS-240	49 lbs.	FMS-300	65 lbs.		
24"	FMS-242	31 lbs.	FMS-302	55 lbs.	FMS-362	75 lbs.
36"	FMS-243	64 lbs.	FMS-303	72 lbs.	FMS-363	88 lbs.
48"	FMS-244	79 lbs.	FMS-304	89 lbs.	FMS-364	98 lbs.
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120"	FMS-2410	261 lbs.	FMS-3010	287 lbs.	FMS-3610	308 lbs.
132"	FMS-2411	293 lbs.	FMS-3011	324 lbs.	FMS-3611	358 lbs.
144"	FMS-2412	308 lbs.	FMS-3012	339 lbs.	FMS-3612	373 lbs.

FMG-Series: Galvanized Steel Legs & Undershelf

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48"	FMG-244	79 lbs.	FMG-304	89 lbs.	FMG-364	98 lbs.
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DROP-IN SEALED WELL ELECTRIC UNIT



DISW-4-240 Shown

Item #: _____ Qty #: _____

Model #: _____

Project #: _____

FEATURES:

- Fiberglass insulation between each compartment
- 12" x 20" die stamped openings
- Full stainless steel construction inside and out.
- Remote control panel
- Units are supplied with drains for wet or dry application
- Includes 1/2" I.P.S. Drain(s) with Gate Valve

MATERIAL:

- TOP:** 18 gauge #304 stainless steel with die stamped pan openings and self rimmed. (12" x 20" opening)
- BODY:** 20 gauge galvanized



ELECTRICAL:

- 120V units yield 1100 Watts
- 208V/240V dual voltage units yield 825 Watts at 208V and 1100 Watts at 240V
- Infinite control knobs
- Indicator lights
- Unit to be hard wired in the field. See Below for optional Cords. Please consult the factory for more information.**

Model #	Length	Width	# of Wells	Cut-Out Size W x L	"C" Dimension	Volts	Amps	Watts	Approx. Wt.	Cu. Ft.
DISW-1-120	16-1/2"	24-1/2"	1	23-1/2" x 15-5/8"	15-1/8"	120	9.17	1100	73 lbs.	6
DISW-2-120	30-1/2"	24-1/2"	2	23-1/2" x 29-5/8"	29-1/8"	120	18.33	2200	110 lbs.	6
DISW-3-120	44-1/2"	24-1/2"	3	23-1/2" x 43-5/8"	43-1/8"	120	27.51	3300	135 lbs.	6
DISW-1-240	16-1/2"	24-1/2"	1	23-1/2" x 15-5/8"	15-1/8"	208/240	3.97/4.58	825/1100	73 lbs.	6
DISW-2-240	30-1/2"	24-1/2"	2	23-1/2" x 29-5/8"	29-1/8"	208/240	7.94/9.16	1650/2200	110 lbs.	6
DISW-3-240	44-1/2"	24-1/2"	3	23-1/2" x 43-5/8"	43-1/8"	208/240	11.91/13.74	2475/3300	135 lbs.	18
DISW-4-240	58-1/2"	24-1/2"	4	23-1/2" x 57-5/8"	57-1/8"	208/240	15.88/18.32	3300/4400	180 lbs.	23
DISW-5-240	72-1/2"	24-1/2"	5	23-1/2" x 71-5/8"	71-1/8"	208/240	19.85/22.90	4125/5500	208 lbs.	35
DISW-6-240*	86-1/2"	24-1/2"	6	23-1/2" x 85-5/8"	85-1/8"	208/240	23.82/27.48	4950/6600	275 lbs.	35

*6-well units include one control panel. Two separate control panels are available upon request.

NOTE: Units are not designed to cook or heat frozen or refrigerated foods. Food placed in tables should already be hot, and the table will maintain the proper temperatures

Optional Accessories:

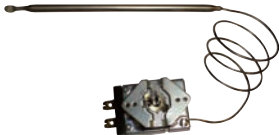
Visit our website for additional Accessories

SU-90

Automatically fills & maintains water level. For DISW, DISLSW, SW & HDSW Series. Requires Manifold Drain Assembly (Except HDSW series). See below.



Manifold Drains (Per Well)
Add The Suffix **-M** To The Model Number.



Thermostatic Controls
Add The Suffix **-T** To The Model Number.

Cord with NEMA Plugs

SU-P-234	8' Cord with NEMA 5-15P plug for 1 well, 120v Units	
SU-P-231	8' Cord with NEMA L5-30P plug for 2 or 3 well, 120v Unit	
SU-P-232	8' Cord with NEMA 6-20P plug for 1, 2, 3 or 6 well (6 well unit requires 2 Cords), 240v Units	
SU-P-233	8' Cord with NEMA L6-30P plug, for 4 or 5 well, 240v Units	

Adapter Bars
SU-45A 12" x 1" Adapter Bar.

3-Phase Upgrade
SU-72 Upgrade to 240 volt units to 3 Phase Wiring.



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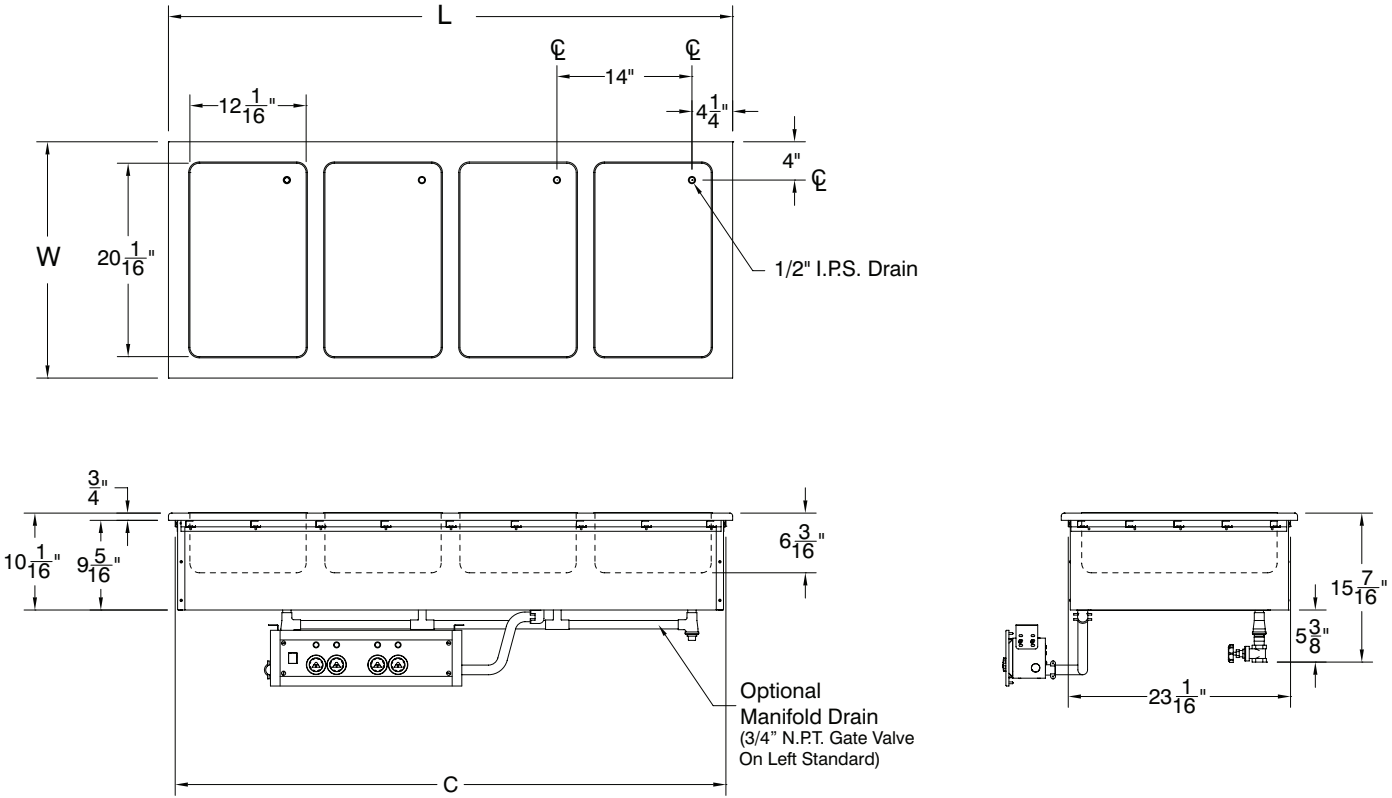
For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax To: 631-586-2933

DIMENSIONS and SPECIFICATIONS

TOL ± .125"

ALL DIMENSIONS ARE TYPICAL



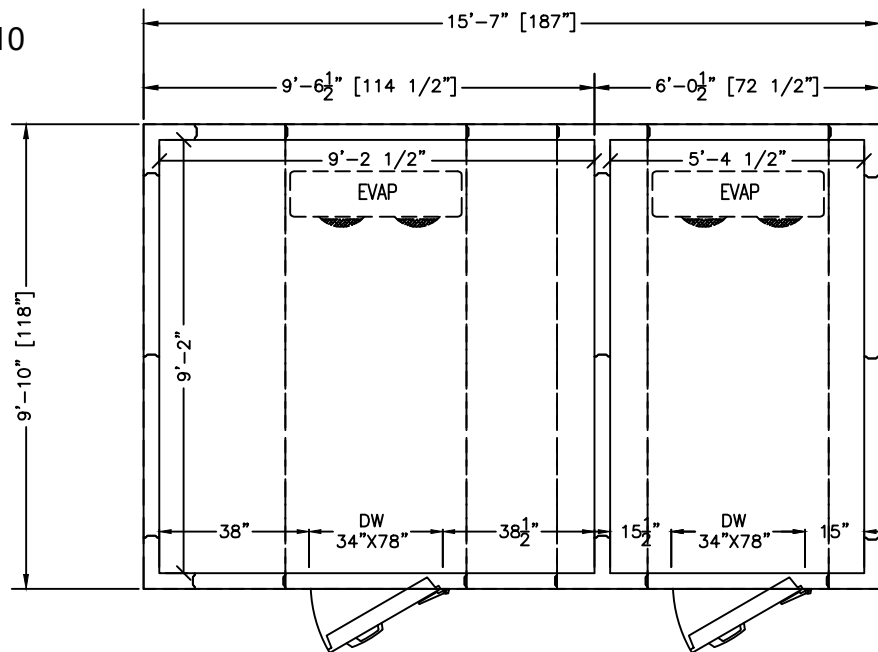
CONTROL PANEL SPECS

Model #	Cut-Out Size Length (A)	Cut-Out Size Height (B)	Front Panel Length (C)
DISW-1	12-3/8"	4 -1/2"	13-1/2"
DISW-2	12-3/8"	4 -1/2"	13-1/2"
DISW-3	12-3/8"	4 -1/2"	13-1/2"
DISW-4	18-3/4"	4 -1/2"	19-7/8"
DISW-5	18-3/4"	4 -1/2"	19-7/8"
DISW-6 *	18-3/4"	4 -1/2"	19-7/8"

*6-well units include one control panel.
Two separate control panels are available upon request.

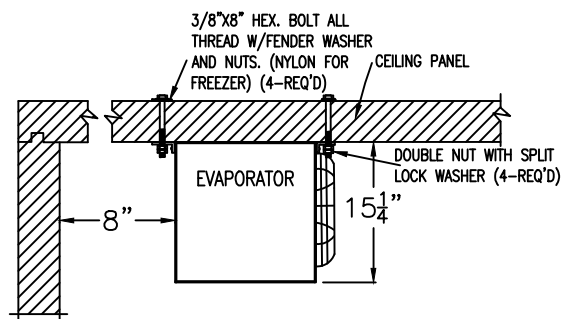
Unit to be hard wired in the field. See Accessories for optional Cords.
Please consult the factory for more information.

11.10



COOLER
(NO FLOOR PANELS)

FREEZER
(WITH FLOOR PANELS)



EVAPORATOR MOUNTING DETAIL
(MOUNTING HARDWARE
BY OTHERS)

RIGHT HAND DOOR SHOWN

SELECT HINGE SIDE FOR DOORS

COOLER

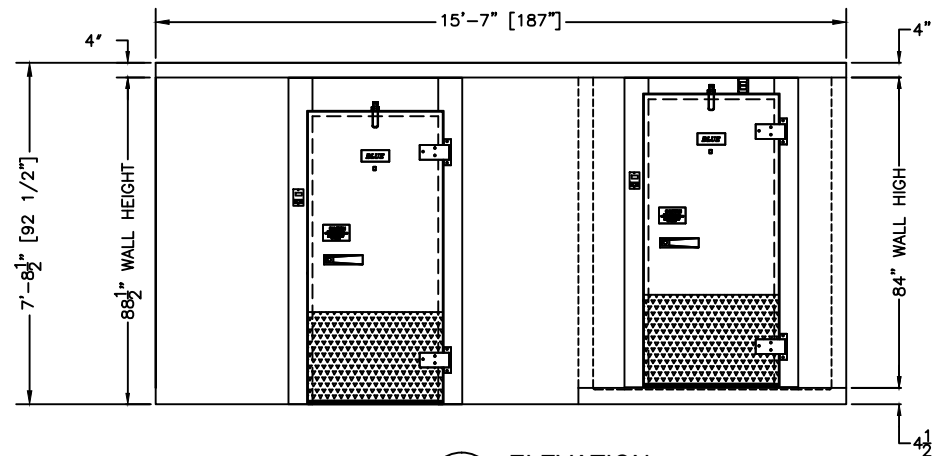
FREEZER

☒ RIGHT HAND

☒ RIGHT HAND

☐ LEFT HAND

☐ LEFT HAND



1

ELEVATION

SCALE: 1/4"=1'-0"

PRODUCT SPECIFICATIONS

MODEL:	BL1610-COMBO-C-R	
WALK-IN SPECIFICATIONS		
INTERIOR/EXTERIOR FINISH	26 GAUGE MILL EMBOSSED ACRYLUME OR 26 GAUGE STUCCO EMBOSSED GALVANIZED STEEL	
ELECTRICAL (VOLTS/Hz/PH)	115/60/1	
MAX AMP.	0.8 COOLER & 2.2 FREEZER	
EVAPORATOR SPECIFICATIONS	COOLER	FREEZER
ELECTRICAL (VOLTS/Hz/PH)	115/60/1	230/60/1
AMPS	20	15
WEIGHT (LBS)	52	52
CONDENSING UNIT SPECIFICATIONS	COOLER	FREEZER
ELECTRICAL (VOLTS/Hz/PH)	208-230/60/1	208-230/60/1
AMPS	15	35
WEIGHT (LBS)	167	240

FREIGHT INFORMATION (REF. INCLUDED)

TOTAL SHIPPING WEIGHT (LBS)	2,944
MAXIMUM PALLET SIZE	48"W X 96"L X 102"H
NUMBERS OF PALLETS	2

CONFIDENTIAL

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MODEL: BL1610-COMBO-C-R

COOLER NO FLOOR/FREEZER WITH FLOOR

COOLER 35°F / FREEZER -10°F

REMOTE PRE-ASSEMBLED REFRIGERATION

CUSTOMER APPROVAL

DATE: _____

SIGNATURE: _____



STAINLESS STEEL WORK TABLES

STANDARD Series - Flat Top - UNDERSHELF Style

Item #: _____ Qty #: _____

Model #: _____

Project #: _____



**Rollled Rim Edges
on Front & Back and
Square Side Edges**



Featuring as Standard:
"THE PROVEN"
ORIGINAL ADVANCE TABCO
**Adjustable Undershelf
with Die Cast Leg Clamp**

FEATURES:

Top is furnished with 1-5/8" sanitary rolled rim edges on front & back and square side edges.

To reinforce and maintain a level working surface, 24" wide tables are supplied with TWO hat channels and 30" and 36" wide tables are supplied with THREE hat channels.

Pre-engineered welded angle adapters insure ease of future drawer installation.

Aluminum die cast "leg-to-shelf" clamp secures shelf to leg eliminating unsightly nuts & bolts. Undershelf is adjustable.

CONSTRUCTION:

All TIG welded. Exposed weld areas polished to match adjacent surfaces.

Entire top mechanically polished to a satin finish.

Top is sound deadened.

Roll formed embossed galvanized hat channels are secured to top by means of structural adhesive and weld studs.

Gussets welded to support hat sections.

MATERIAL:

MS-SERIES: Stainless Steel Legs & Undershelf

TOP: 16 gauge stainless steel type "304" series.

SHELF: 18 gauge stainless steel.

LEGS: 1 5/8" diameter tubular stainless steel.
1" adjustable **stainless steel** bullet feet.
Stainless steel gussets.

MG-SERIES: Galvanized Legs & Undershelf

TOP: 16 gauge stainless steel type "304" series.

SHELF: 18 gauge galvanized steel.

LEGS: 1 5/8" diameter tubular galvanized steel.
1" adjustable plastic feet.
Galvanized steel gussets.

MS-Series:

Stainless Steel Legs & Undershelf

L	24" Wide	30" Wide	36" Wide
30"	MS-240	MS-300	
24"	MS-242	MS-302	MS-362
36"	MS-243	MS-303	MS-363
48"	MS-244	MS-304	MS-364
60"	MS-245	MS-305	MS-365
72"	MS-246	MS-306	MS-366
84"	MS-247	MS-307	MS-367
96"	MS-248	MS-308	MS-368
108"	MS-249	MS-309	MS-369
120"	MS-2410	MS-3010	MS-3610
132"	MS-2411	MS-3011	MS-3611
144"	MS-2412	MS-3012	MS-3612



MG-Series:

Galvanized Steel Legs & Undershelf

L	24" Wide	30" Wide	36" Wide
30"	MG-240	MG-300	
24"	MG-242	MG-302	MG-362
36"	MG-243	MG-303	MG-363
48"	MG-244	MG-304	MG-364
60"	MG-245	MG-305	MG-365
72"	MG-246	MG-306	MG-366
84"	MG-247	MG-307	MG-367
96"	MG-248	MG-308	MG-368
108"	MG-249	MG-309	MG-369
120"	MG-2410	MG-3010	MG-3610
132"	MG-2411	MG-3011	MG-3611
144"	MG-2412	MG-3012	MG-3612

Create Your Own Efficient Workstation with the Available Standard Accessories (Visit Section K)



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

For Orders & Customer Service:

Email: customer@advancetabco.com or Fax: 631-242-6900

For Smart Fabrication™ Quotes:

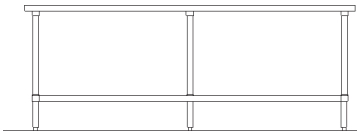
Email: smartfab@advancetabco.com or Fax: 631-586-2933

DIMENSIONS and SPECIFICATIONS

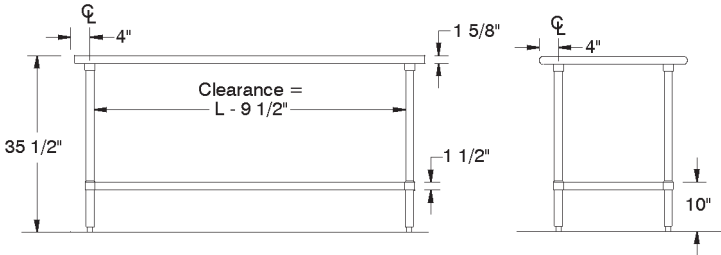
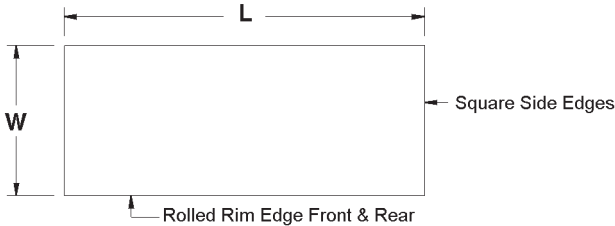
ALL DIMENSIONS ARE TYPICAL TOL ± .500" All Units Shipped Unassembled (KD) for Reduced Shipping Costs.

MS & MG Series
UNDERSHELF Style
FLAT TOP

Finished size of undershelf = Length minus 5 3/4"
Width minus 5 3/4"



Units 8 ft. and larger are furnished with six (6) legs



MS-Series: Stainless Steel Legs & Undershelf

L	24" Wide	Wt.	30" Wide	Wt.	36" Wide	Wt.
30"	MS-240	49 lbs.	MS-300	65 lbs.		
24"	MS-242	31 lbs.	MS-302	55 lbs.	MS-362	81 lbs.
36"	MS-243	64 lbs.	MS-303	72 lbs.	MS-363	88 lbs.
48"	MS-244	79 lbs.	MS-304	89 lbs.	MS-364	98 lbs.
60"	MS-245	92 lbs.	MS-305	107 lbs.	MS-365	118 lbs.
72"	MS-246	109 lbs.	MS-306	125 lbs.	MS-366	138 lbs.
84"	MS-247	130 lbs.	MS-307	148 lbs.	MS-367	164 lbs.
96"	MS-248	145 lbs.	MS-308	166 lbs.	MS-368	184 lbs.
108"	MS-249	161 lbs.	MS-309	176 lbs.	MS-369	190 lbs.
120"	MS-2410	261 lbs.	MS-3010	287 lbs.	MS-3610	308 lbs.
132"	MS-2411	293 lbs.	MS-3011	324 lbs.	MS-3611	358 lbs.
144"	MS-2412	308 lbs.	MS-3012	339 lbs.	MS-3612	373 lbs.

MG-Series: Galvanized Steel Legs & Undershelf

L	24" Wide	Wt.	30" Wide	Wt.	36" Wide	Wt.
30"	MG-240	49 lbs.	MG-300	65 lbs.		
24"	MG-242	31 lbs.	MG-302	55 lbs.	MG-362	81 lbs.
36"	MG-243	64 lbs.	MG-303	72 lbs.	MG-363	88 lbs.
48"	MG-244	79 lbs.	MG-304	89 lbs.	MG-364	98 lbs.
60"	MG-245	92 lbs.	MG-305	107 lbs.	MG-365	118 lbs.
72"	MG-246	109 lbs.	MG-306	125 lbs.	MG-366	138 lbs.
84"	MG-247	130 lbs.	MG-307	148 lbs.	MG-367	164 lbs.
96"	MG-248	145 lbs.	MG-308	166 lbs.	MG-368	184 lbs.
108"	MG-249	161 lbs.	MG-309	176 lbs.	MG-369	190 lbs.
120"	MG-2410	261 lbs.	MG-3010	287 lbs.	MG-3610	308 lbs.
132"	MG-2411	293 lbs.	MG-3011	324 lbs.	MG-3611	358 lbs.
144"	MG-2412	308 lbs.	MG-3012	339 lbs.	MG-3612	373 lbs.





FEATURES: (as it applies)

TOP is furnished with 1" hemmed edge turned up at both sides; 1" turn up at rear.

Aluminum die cast "leg to shelf" clamp secures shelf to leg eliminating unsightly nuts and bolts.

Undershelf is adjustable.

CONSTRUCTION:

All TIG welded. Exposed weld areas finished to match adjacent surfaces.

Entire Top is mechanically polished to a satin finish and is sound deadened.

Roll formed embossed galvanized hat channels are secured to top by means of structural adhesive and weld studs.

Gussets welded to support hat sections.

MATERIAL:

ES-Series Stainless Steel Base

TOP is 14 gauge stainless steel type "304" series with galvanized understructure.

SHELF is 18 gauge stainless steel.

LEGS are 1 5/8" diameter heavy gauge tubular stainless steel with stainless steel gussets and 1" adjustable stainless steel bullet feet.

EG-Series Galvanized Base

TOP is 14 gauge stainless steel type "304 series with galvanized understructure.

SHELF is 18 gauge galvanized steel.

LEGS are 1 5/8" diameter tubular galvanized steel with galvanized steel gussets and 1" adjustable plastic bullet feet.

LEGS WITH CASTERS ("C" Series) are 1 5/8" diameter tubular galvanized steel with galvanized steel gussets and TA-255 Heavy Duty Urethane Casters.

OPTIONAL:

Laminated Hardwood Cutting Board is secured to stainless steel channels. Channels are welded to a stainless steel one-piece L-shaped tubular support which in turn is welded to a stainless steel sliding collar for height adjustments.

18 Gauge stainless steel Plate Shelf secured to stainless steel gusset and attached to stainless steel sliding collar for height adjustment.

2" thick stainless steel cutting surface welded to a stainless steel one-piece L-shaped tubular support which in turn is welded to a stainless steel sliding collar for height adjustments.



HEAVY DUTY CASTERS
Available on 2' - 6'
ES Series Equipment Stands



Featuring as Standard:
"THE PROVEN"
Original Advance Tabco
Adjustable Undershelf w/
Die Cast Leg Clamp



STAINLESS STEEL
EQUIPMENT STANDS

Item #: _____ Qty #: _____

Model #: _____

Project #: _____



	L	24" Wide	Wt.	30" Wide	Wt.	30" Wide w/Casters	Wt.
STAINLESS STEEL	24"	ES-242	45 lbs.	ES-302	51 lbs.	ES-302C	66 lbs.
	36"	ES-243	60 lbs.	ES-303	68 lbs.	ES-303C	83 lbs.
	48"	ES-244	77 lbs.	ES-304	85 lbs.	ES-304C	100 lbs.
	60"	ES-245	86 lbs.	ES-305	102 lbs.	ES-305C	117 lbs.
	72"	ES-246	104 lbs.	ES-306	119 lbs.	ES-306C	134 lbs.
	84"	ES-247	112 lbs.	ES-307	142 lbs.	-	-
	96"	ES-248	137 lbs.	ES-308	164 lbs.	-	-
GALVANIZED	24"	EG-242	45 lbs.	EG-302	51 lbs.	-	-
	36"	EG-243	60 lbs.	EG-303	68 lbs.	-	-
	48"	EG-244	77 lbs.	EG-304	85 lbs.	-	-
	60"	EG-245	86 lbs.	EG-305	102 lbs.	-	-
	72"	EG-246	104 lbs.	EG-306	119 lbs.	-	-
	84"	EG-247	112 lbs.	EG-307	142 lbs.	-	-
	96"	EG-248	137 lbs.	EG-308	164 lbs.	-	-

OPTIONAL ACCESSORIES*

1 1/2" WOOD CUTTING BOARD			PLATE SHELF	
L	24" Wide	Wt.	24" Wide	Wt.
24"	TA-922	28 lbs.	TA-962	22 lbs.
36"	TA-923	30 lbs.	TA-963	24 lbs.
48"	TA-924	34 lbs.	TA-964	27 lbs.
60"	TA-925	37 lbs.	TA-965	31 lbs.
72"	TA-926	40 lbs.	TA-966	40 lbs.
84"	TA-927	56 lbs.	TA-967	50 lbs.
96"	TA-928	64 lbs.	TA-968	57 lbs.

*Wood Cutting Board, Stainless Steel Cutting Surface & Plate Shelf Are Adjustable



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 7:00 pm E.S.T.

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Email: customer@advancetabco.com or Fax: 631-242-6900

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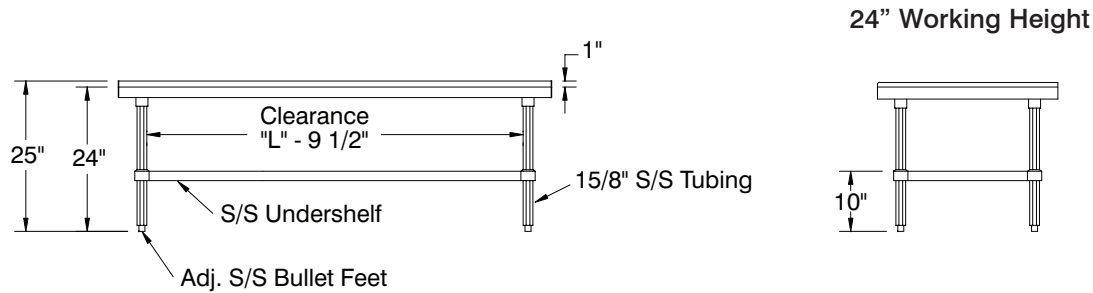
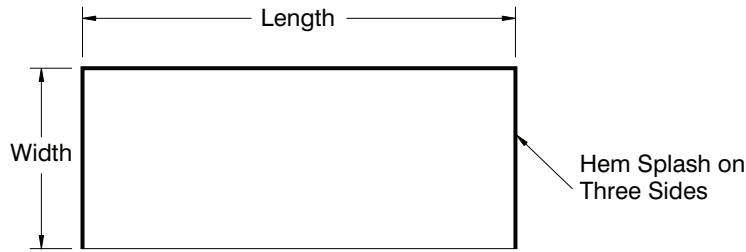
DETAILS and SPECIFICATIONS

TOL $\pm .500"$

ALL DIMENSIONS ARE TYPICAL

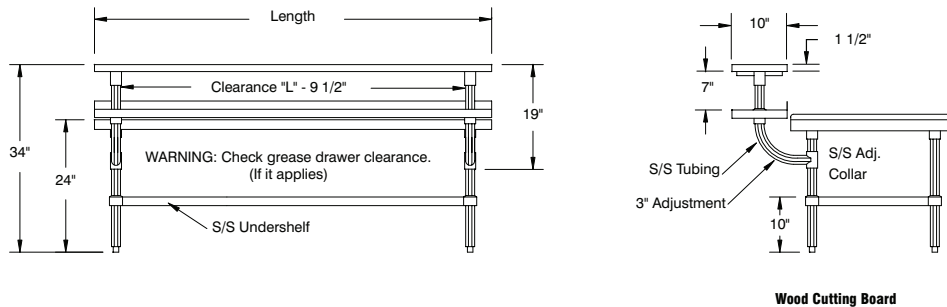
7 ft. units and longer are furnished with six (6) legs.

Maximum Total Load = 1000 lbs.



with Plate Shelf & Wood Cutting Surface

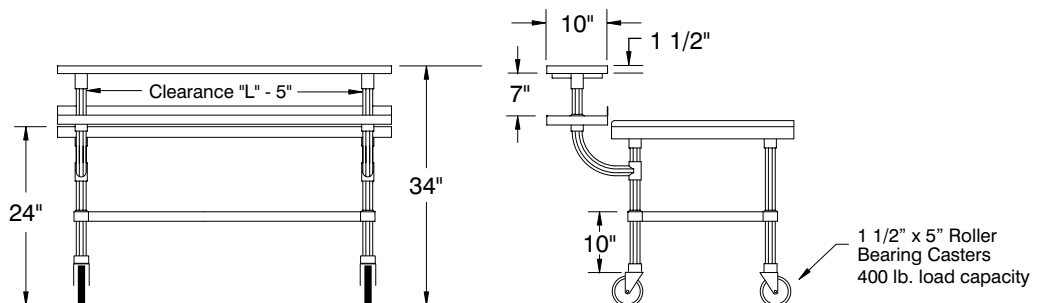
Maximum Load Weight for Plate Shelf is 25 lbs.



Mobile Unit

Optional X.H.D. Casters

TA-255 Set of 4
TA-256 Set of 6
Each Set supplied
with 2 brakes.





X Series 60" Gas Restaurant Range

Project _____

Item _____

Quantity _____

CSI Section 11400

Approved _____

Date _____

Models

- X60-10RR
 - X60-10RS
- X60-6G24RS
 - X60-6G24RR



Model X60-10RR

Standard Features

- Large 27" (686mm) work top surface
- Stainless steel front and sides
- Stainless steel 4" (102mm) plate rail
- Stainless steel backguard w/ removable stainless steel shelf
- 12" (305mm) section stamped drip trays w/ dimpled bottom
- Durable easy to read control knobs
- Easy to clean 6" (152mm) steel core, injection molded legs
- Pressure regulator, 1" NPT

Standard on Applicable Models:

- Open storage base in lieu of one oven, models X-60-10RS & X60-6G24RS
- Ergonomic split cast iron top ring grates
- 30,000 Btuh/ 8.79 kW 2 piece cast iron "Q" style donut open burner
- 5/8" (15mm) thick steel griddle plate w/manual hi/lo valve control
- 4-1/4" (108mm) wide grease trough
- 18,000 Btuh/5.27 kW cast iron "H" style griddle burner per 12"(305mm) width of griddle
- Griddle plates only available on right side of range
- Straight steel tube oven burner 33,000 Btuh/9.67 kW
- Standard size Sunfire oven withribbed porcelain oven bottom and door

- interior, aluminized top, sides and back; RR models 2 ovens, RS models one oven
- Oven thermostat w/ Low to 500° F (260° C)
 - Nickel plated oven rack with two fixed position oven rack guides
 - Heavy duty oven door w/keep-cool handle

Options & Accessories

- Low profile 9-3/8" (238mm) backguard stainless steel front and sides
- Additional oven racks
- 6" (152mm) swivel casters (4), with front locking
- Celsius temperature dials

Specifications

Gas restaurant series range with 2 standard size Sunfire ovens. 59-1/16" (1500mm) wide with a 27" (686mm) deep work top surface. Stainless steel front, sides and 4"(102mm) wide front rail. 6" (152mm) legs with adjustable feet. Ten robust 2 piece 30,000 Btuh/8.797 kW (Natural gas), cast open burners set in split cast iron ergonomic grates. Griddle on applicable models with cast iron "H" style burners, 18,000 Btuh/5.27 kW (natural gas), in lieu of open burners. Porcelain oven bottom and door liner. Two position fixed rack guide w/one oven rack. Heavy duty oven door with "keep cool" door handle. Straight steel tube oven burner 33,000 Btuh/9.67 kW (natural gas) provides quality bake and good recovery . Oven thermostat ranges from Low to 500° F (260° C). Available with open storage base in lieu of oven on 24 inch griddle model.

NOTE: Ranges supplied with casters must be installed with an approved restraining device.



X Series 60" Gas Restaurant Range

Garland Commercial Ranges Ltd.
1177 Kamato Road,
Mississauga, Ontario
L4W 1X4 CANADA

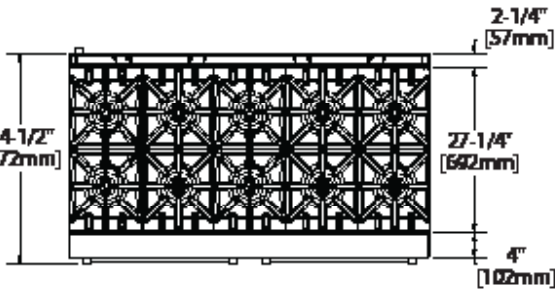
General Inquires 1-905-624-0260
USA Sales, Parts and Service 1-800-424-2411
Canadian Sales 1-888-442-7526
Canada or USA Parts/Service 1-800-427-6668

www.garland-group.com
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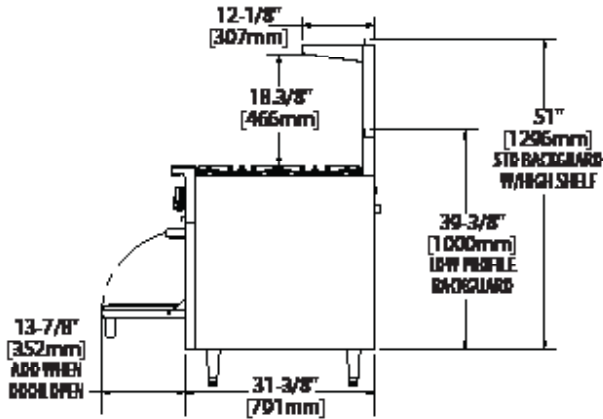
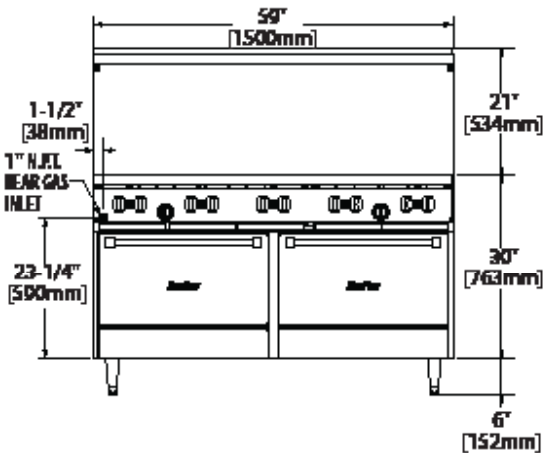




X Series 60" Gas Restaurant Range



Gas input ratings shown for installations up to 2000 ft.,(610m) above sea level. Please specify altitudes over 2000 ft.
This product is not approved for residential use.
Note: Installation clearance reductions are applicable only where local codes permit.



Model Number	Description	Total BTU/Hr Natural Gas	Shipping Information		
			Lbs.	Kg	Cu Ft
X60-10RR	Ten Open Top Burners w/Two Standard Ovens	366,000	726	329	79
X60-10RS	Ten Open Top Burners w/One Standard Oven , One Storage	333,000	690	312	79
X60-6G24RR	24" Griddle, 6 Open Top Burners w/ Two Standard Ovens	282,000	791	359	79
X60-6G24RS	24" Griddle, 6 Open Top Burners w/ One Standard Oven, One Storage	249,000	755	342	79

Width In (mm)	Depth In (mm)	Height w/shelf In (mm)	Oven Interior-in (mm)			Combustible Wall Clearance-In (mm)		Entry Clearances In (mm)		Manifold Operating Pressure	
			Height	Depth	Width	Sides	Rear	Crated	Uncrated	Natural	Propane
59-1/16 (1500)	33-1/2 (851)	57 (1448)	13 (330)	22 (559)	26-1/4 (667)	14 (356)	6 (152)	37 (940)	36-1/2 (927)	4.5" WC 11 mbar	10" 25 mbar

Burner Ratings (BTU/Hr/kW)			
Gas Type	Open Top	Griddle	Standard Oven
Natural	30,000/8.79	18,000/5.27	33,000/9.67
Propane	26,000/6.1	18,000/5.27	29,000/8.50

Welbilt reserves the right to make changes to the design or specifications without prior notice.

Garland Commercial Ranges Ltd.
1177 Kamato Road,
Mississauga, Ontario
L4W 1X4 CANADA

General Inquires 1-905-624-0260
USA Sales, Parts and Service 1-800-424-2411
Canadian Sales 1-888-442-7526
Canada or USA Parts/Service 1-800-427-6668

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PROJECT NAME	LOCATION		AIA #
ITEM #	QTY	MODEL #	SIS #

SPEC SERIES®
REACH-IN GLASS SWING DOOR HEATED CABINETS

models	STR1H-1G	STA1H-1G	STG1H-1G
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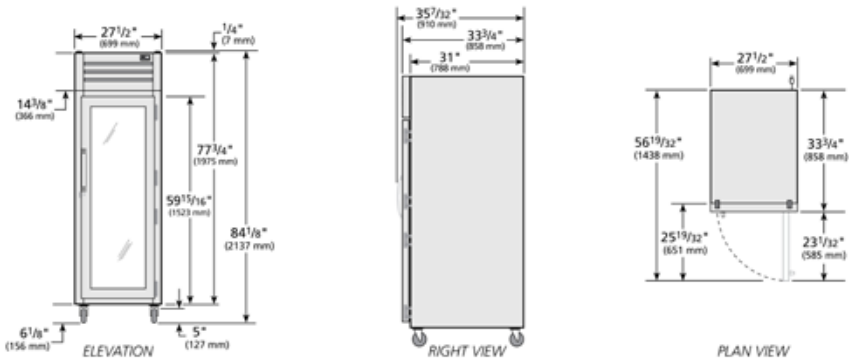


STR1H-1G	
Exterior	Stainless steel door, front & sides.
Interior	Stainless steel side walls, back, floor, door liner, & ceiling.
Shelving	(1) Interior kit option included per full section.

STA1H-1G	
Exterior	Stainless steel door, front & sides.
Interior	Aluminum side walls & back. Stainless steel floor & ceiling.
Shelving	(3) Heavy duty, chrome plated, wire shelves per section.

STG1H-1G	
Exterior	Stainless steel door, with matching aluminum sides.
Interior	Aluminum side walls & back. Stainless steel floor & ceiling.
Shelving	(3) Heavy duty, chrome plated, wire shelves per section.

plan view



SPECIFICATIONS		
Dimensions	in.	mm.
Length	27 1/2	699
Depth	33 3/4	858
Height	77 3/4	1975
Electrical	U.S.	International
Watts	1500	
Voltage	208-230/60/1	
NEMA	6-15P	
Cord Length	9 ft.	2.74 M.
208-240/60/1 NEMA-6-15R		
* Height does not include 6 1/8" (156 mm) for castors or 6" (153 mm) for optional legs. Height does not include 1/4" (7mm) for system mechanical components.		

Specifications subject to change without notice.
Chart dimensions are rounded up to the nearest 1/8" (millimeters rounded up to the next whole number).

 2/17	 Printed in U.S.A.	APPROVALS	AVAILABLE AT
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PROJECT NAME	LOCATION	AIA #
ITEM #	QTY	MODEL #
		SIS #

SPEC SERIES®

REACH-IN GLASS SWING DOOR HEATED CABINETS

models	STR1H-1G	STA1H-1G	STG1H-1G
--------	----------	----------	----------



standard features

HEATER SYSTEM

- Cabinet designed to provide holding temperatures of 140°F to 180°F (60°C to 82.2°C). Heating system controlled by exterior on/off switch and electronic temperature control.
- One (1) stainless steel (for corrosion resistance), heating element for uniform generation of electric heat. Cabinet comes with a total of 1500 watts.
- Equipped with low-velocity fans to assure even temperature distribution throughout the cabinet.
- Manually controlled vent located on top of the cabinet for positive humidity control.

CABINET CONSTRUCTION

- Insulation - entire cabinet structure and solid door are foamed-in-place using Ecomate. A high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).
- 5" (127 mm) diameter plate castors - locks provided on front set.

DOOR

- "Low-E", double pane thermal insulated glass.
- Lifetime guaranteed bolt style door lock standard.
- Lifetime guaranteed heavy duty all metal working door handle.

- Positive seal self-closing door with 120° stay open feature. Lifetime guaranteed external cam lift door hinges, four (4) per door section.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

MODEL FEATURES

- Exterior digital temperature display, available with either °F or °C.
- Designed to hold warm baked or cooked food. Cabinet is not designed to heat ambient or cold product.
- NSF-4 compliant for open food product.

ELECTRICAL

- True requires that a sole use circuit be dedicated for the unit.
- Unit completely pre-wired at factory and ready for final connection to a 208-230/60/1 Hz. single phase, 15 amp dedicated outlet. Cord and plug set included.

OPTIONAL FEATURES/ ACCESSORIES

(upcharge & lead times may apply)

- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- Additional shelves.
- Stainless back. (STR, STA, STG)

SHELVING KIT OPTIONS

- STR series kits factory installed at no charge. STA & STG series kits field installed, upcharge applies, lead times may apply.

- Kit #1: Nine (9) sets of #1 type tray slides and pilasters (field installed), bottom support of one (1) 18"L x 26"D (458 mm x 661 mm) pan or two (2) 14"L x 18"D (356 mm x 458 mm) pans.
- Kit #2: One (1) set half-section #2 steel rod tray slides and pilasters (factory installed), rim support of one (1) 18"L x 26"D (458 mm x 661 mm) pan.
- Kit #3: Six (6) sets of universal type tray slides and pilasters (factory installed), bottom support of one (1) 18"L x 26"D (458 mm x 661 mm) pan, two (2) 14"L x 18"D (356 mm x 458 mm) pans or two (2) 12"L x 20"D (305 mm x 508 mm) pans.
- Kit #4: Three (3) chrome shelves 25"L x 27¾"D (635 mm x 705 mm). Four (4) shelf clips included per shelf and wall mounted pilasters (factory installed). Shelves adjustable on ½" (13 mm) increments.
- Stainless steel (electro polished) shelves to be used with Kit Option #4.
- Additional kit option components available individually. Upcharge applies.

WARRANTY*

Three year warranty on all parts and labor.
(U.S.A. only)

*RESIDENTIAL APPLICATIONS: TRUE assumes no liability for parts or labor coverage for component failure, factory defect or any other damages for units installed in non-commercial foodservice or residential applications.

METRIC DIMENSIONS ROUNDED UP TO THE
NEAREST WHOLE MILLIMETER

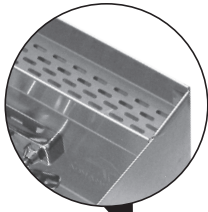
SPECIFICATIONS SUBJECT TO CHANGE
WITHOUT NOTICE



Model	Elevation	Right	Plan	3D	Back
ST()1H-1G					



STAINLESS STEEL
HAND SINKS
SIDE SPLASH UNITS
 Conforms To NSF 61/9 Lead Free Requirements

**7-PS-40**
7-PS-66
7-PS-66-NF (Faucet Not Included)


Includes
Removable
Rear
Utility Tray

**7-PS-76****7-PS-66W**
7-PS-66L
or 7-PS-66R (Shown)
**7-PS-87**
7-PS-56 SPACE SAVER
9" x 9" x 5" Bowl

Item #: _____ Qty #: _____
 Model #: _____
 Project #: _____

STANDARD FEATURES:

One piece **Deep Drawn** sink bowl design.
 Sink bowl is 10" x 14" x 5".
 Stainless steel basket drain 1-1/2" IPS.
 Splash mounted 4" O.C. gooseneck faucet furnished with aerator.

7-PS-40 & 7-PS-66 Series Specific Features:

Welded 7 3/4" high side splashes.
7-PS-66W includes K-316 Wrist Handle Faucet
7-PS-40 lever operated drain and built-in overflow with plastic overflow tube and spring clamps. P-Trap is 1 1/2" IPS.

7-PS-56 Specific Features:

Space Saver Sink bowl is 9" x 9" x 5".
 7 3/4" high side splashes.
 Flat-Top Strainer 1-1/2" IPS.

7-PS-76 Specific Features:

12" high side splashes.
 Includes 17 1/4" x 3" x 2 5/16" Full length removable Utility Tray for use with 12" Side Splash Units.
 Lever operated drain and built-in overflow with plastic overflow tube and spring clamps. P-Trap is 1 1/2" IPS.

7-PS-87 Specific Features:

Same features as 7-PS-40 Plus C-Fold Paper Towel & Soap Dispenser and Wrist Handle Faucet.

CONSTRUCTION:

All TIG welded.
 Welded areas blended to match adjacent surfaces and to a satin finish.
 Die formed Countertop Edge with a 3/8" No-Drip offset.
 One sheet of stainless steel - No Seams.
 All sink bowls have a large liberal radii with a minimum dimension of 2" and are rectangular in design for increased capacity.

MATERIAL:

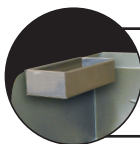
Heavy gauge type 304 series stainless steel.
 Wall mounting bracket is galvanized and of offset design.
 All fittings are brass / chrome plated unless otherwise indicated.

MECHANICAL:

Faucet supply is 1/2" IPS male thread hot and cold.
Faucet Flow Rate: 1.0 GPM/3.8 LPM aerator. 60 PSI.

WARNING:

Equipment that includes a faucet may expose you to chemicals, including lead, that are known to the State of California to cause cancer or birth defects or other reproductive harm. For more Info., visit www.p65warnings.ca.gov.



REMOVABLE UTILITY TRAY 7-PS-48
 8" x 3" x 2 5/16" Tray - Tray hem allows to hang from any standard side splash. Perforated for water drainage.



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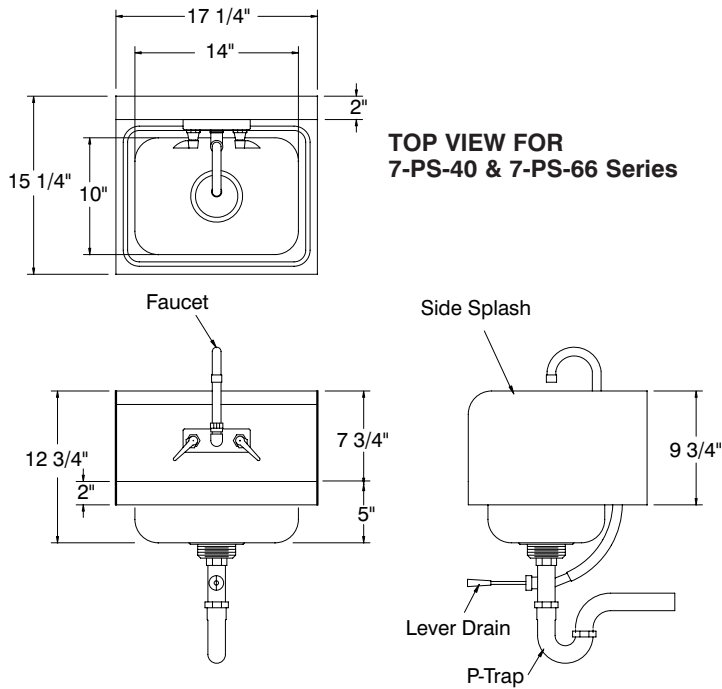
DIMENSIONS and SPECIFICATIONS

TOL Overall: $\pm .500''$ Interior: $\pm .250''$

FITTINGS SUPPLIED AS SHOWN

ALL DIMENSIONS ARE TYPICAL

7-PS-40, 7-PS-66, 7-PS-66-NF, 7-PS-66W & 7-PS-66RorL
 (7-PS-66 Series Excludes P-Trap & Lever Drain & Overflow)



7-PS-40 - 22 lbs.

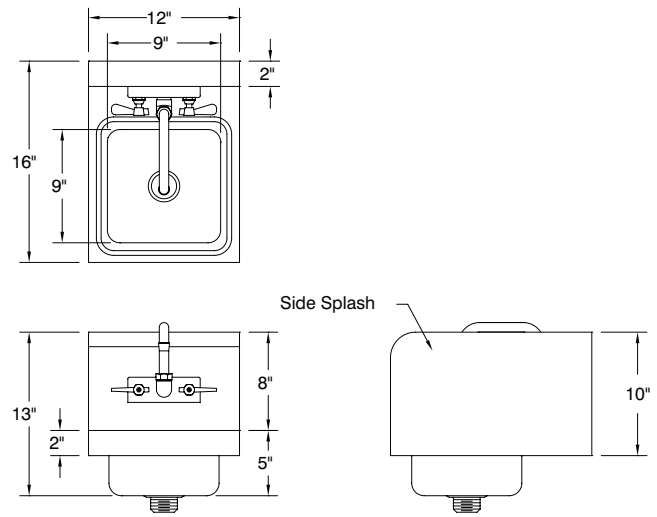
7-PS-66W - 22 lbs.

7-PS-66 - 19 lbs.

7-PS-66RorL - 20 lbs.

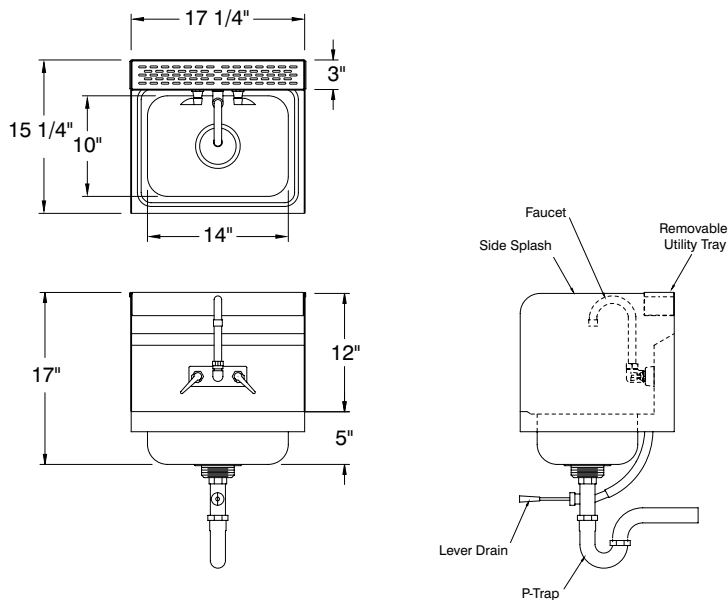
7-PS-66-NF - 19 lbs.

7-PS-56



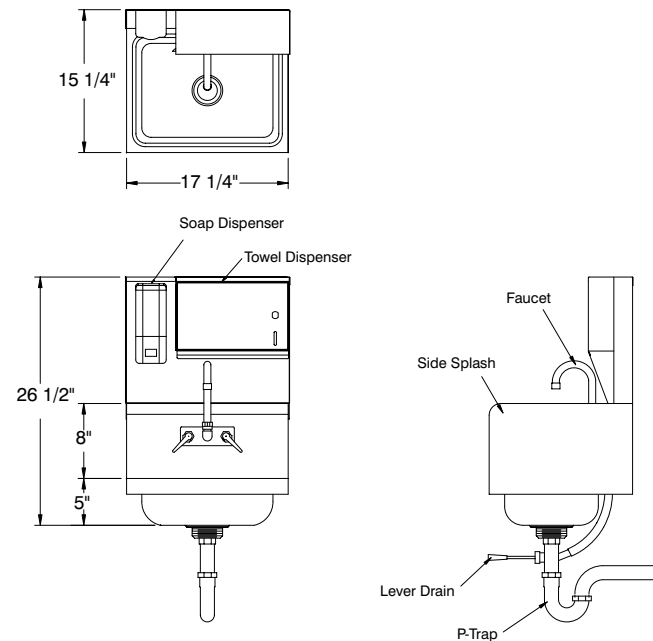
14 lbs.

7-PS-76



27 lbs.

7-PS-87



34 lbs.





ECONOMY WALL MOUNTED SLANT RACK SHELVES



Item #: _____ Qty #: _____
 Model #: _____
 Project #: _____

SOLID DESIGN

FEATURES:

A solid die formed wall mounted rack shelf with solid end brackets.

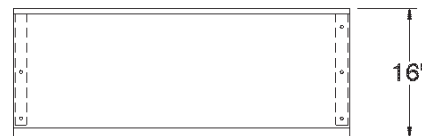
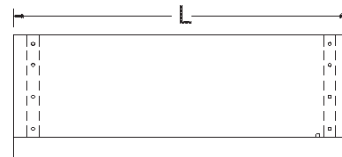
CONSTRUCTION:

TIG-welded with exposed areas blended to a satin finish.

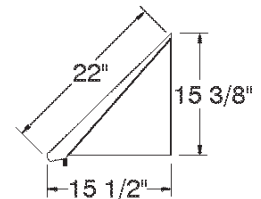
MATERIAL:

Brackets are 16 gauge type 300 series stainless steel.

Shelf is 16 gauge type 300 series stainless steel.



Drip Tube



Model	L	# of Racks	Approx. Wt.	Approx. Cu. Ft.
DT-22-EC-X	22"	1	20 lbs.	1
DT-42-EC-X	42"	2	30 lbs.	2
DT-62-EC-X	62"	3	40 lbs.	4



KD TUBULAR DESIGN

FEATURES:

A dual purpose open tubular design wall mounted rack shelf with solid end brackets bolted in field. Unit completely knock down.

CONSTRUCTION:

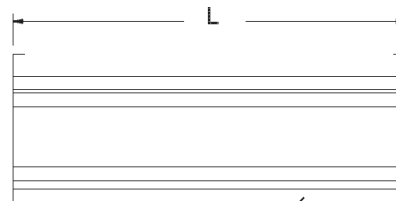
No welds. Unit is supplied with assembly hardware. Cross tubes bolt to brackets (hardware included).

MATERIAL:

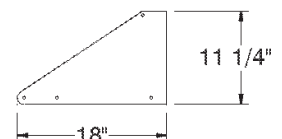
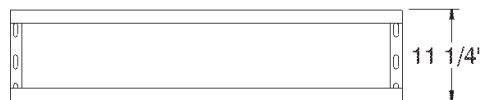
Brackets are 16 gauge type 300 series stainless steel.

Tubing is 1 5/8" diameter stainless steel 18 gauge tubing.

Stainless steel bolts (included).



1 5/8" S/S Tubing



Model	L	# of Racks	Approx. Wt.	Approx. Cu. Ft.
DTO-22-EC-X	22"	1	15 lbs.	1
DTO-42-EC-X	42"	2	23 lbs.	2
DTO-62-EC-X	62"	3	30 lbs.	4



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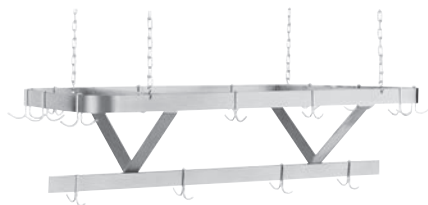
Email: smartfab@advancetabco.com or Fax: 631-586-2933

STAINLESS STEEL POT RACKS

Item #: _____ Qty #: _____

Model #: _____

Project #: _____

CEILING MOUNTED**WALL MOUNTED****Ceiling Mounted**

L	S/S	# of Hooks	Wt
36"	SC-36	12	42 lbs.
48"	SC-48	12	48 lbs.
60"	SC-60	18	54 lbs.
72"	SC-72	18	60 lbs.
84"	SC-84	18	66 lbs.
96"	SC-96	18	80 lbs.
108"	SC-108	18	86 lbs.
120"	SC-120	18	92 lbs.
132"	SC-132	18	98 lbs.
144"	SC-144	18	104 lbs.

Wall Mounted

L	S/S	# of Hooks	Wt
24"	SW-24	12	18 lbs.
36"	SW-36	12	22 lbs.
48"	SW-48	12	26 lbs.
60"	SW-60	18	30 lbs.
72"	SW-72	18	34 lbs.
84"	SW-84	18	44 lbs.
96"	SW-96	18	48 lbs.
108"	SW-108	18	52 lbs.
120"	SW-120	18	56 lbs.
132"	SW-132	18	60 lbs.
144"	SW-144	18	64 lbs.

SHELF w/ POT RACK**Shelf with Pot Rack**

L	12" Wide	Wt	15" Wide	Wt	18" Wide	Wt	# of Hooks
36"	PS-12-36	20 lbs.	PS-15-36	25 lbs.	PS-18-36	30 lbs.	6
48"	PS-12-48	30 lbs.	PS-15-48	35 lbs.	PS-18-48	40 lbs.	6
60"	PS-12-60	40 lbs.	PS-15-60	45 lbs.	PS-18-60	50 lbs.	9
72"	PS-12-72	50 lbs.	PS-15-72	55 lbs.	PS-18-72	60 lbs.	9
84"	PS-12-84	60 lbs.	PS-15-84	65 lbs.	PS-18-84	70 lbs.	9
96"	PS-12-96	70 lbs.	PS-15-96	75 lbs.	PS-18-96	80 lbs.	9
108"	PS-12-108	80 lbs.	PS-15-108	85 lbs.	PS-18-108	90 lbs.	9
120"	PS-12-120	90 lbs.	PS-15-120	95 lbs.	PS-18-120	100 lbs.	9
132"	PS-12-132	100 lbs.	PS-15-132	105 lbs.	PS-18-132	110 lbs.	9
144"	PS-12-144	110 lbs.	PS-15-144	115 lbs.	PS-18-144	120 lbs.	9

Units 8 ft. and larger are furnished with three (3) sets of supports brackets.

FEATURES: (Ceiling Mounted)

Ceiling suspension with chain hangers.
 Optional stainless steel Flat Bar in lieu of Chain available. Use **TA-98**.

MATERIAL:

Flat steel bar is 2" x 1/4", stainless steel.
 Pot hooks are plated.
 24" long chain hangers are plated.

CONSTRUCTION:

All welded stainless steel units are
 blended to a satin finish.

FEATURES: (Wall Mounted)

Secured to wall by means of bolts
 through welded brackets.
 (Hardware not provided)

MATERIAL:

Flat steel bar is 2" x 1/4", stainless steel.
 Pot hooks are plated.

CONSTRUCTION:

All welded stainless steel units are
 blended to a satin finish.

FEATURES: (Shelf/Pot Rack)

A dual purpose unit for shelf and utensil
 storage.

Secured to wall by means of bolts
 through welded brackets.
 (Hardware not provided)

MATERIAL:

Flat stainless steel bar is 2" x 1/4".
 Pot hooks are plated.
 Type "430" stainless steel shelf.

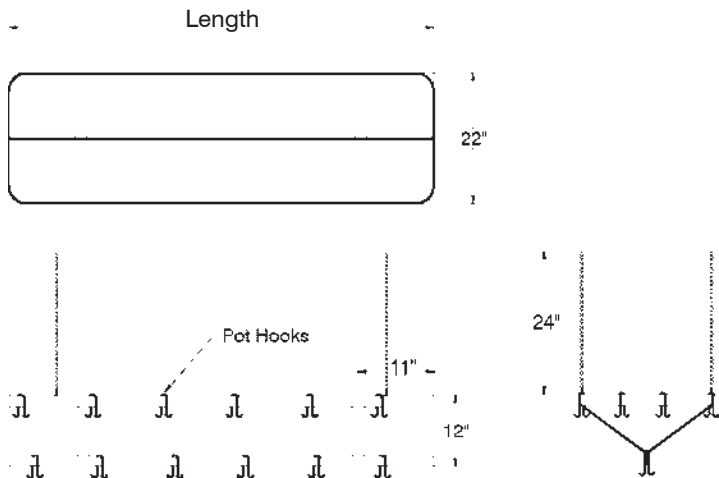
CONSTRUCTION:

All welded stainless steel units are
 blended to a satin finish.

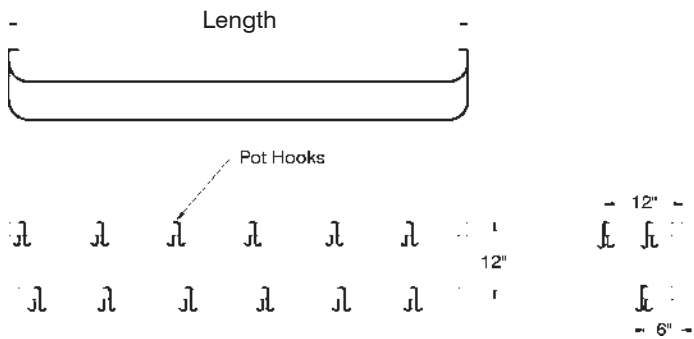
DETAILS and SPECIFICATIONS

ALL DIMENSIONS ARE TYPICAL

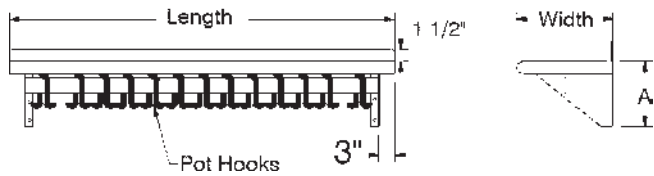
Ceiling Mounted



Wall Mounted



Shelf with Pot Rack



Width	A
12"	10 1/2"
15"	13 1/2"
18"	16 1/2"

Load Capacity = 20 lbs. per sq. ft.
(Evenly Distributed Weight)





ALUMINUM

PAN RACKS

All Welded Curved Top



Front Load

Item #: _____ Qty #: _____
 Model #: _____
 Project #: _____



Side Load

FEATURES:

Curved top design.

Heavy duty welded construction with 6 cross supports.

1" x 1 1/2" ribbed angles.

Front load pan rack holds 18" x 26" pans or 18" x 13" pans. Side load pan rack holds 18" x 26" pans.

Heavy duty 5" stem bolted swivel casters.

500 lb. capacity.

CONSTRUCTION:

Fully welded 1" square tubing ladder assembly.

Angles are 1" x 1 1/2" x 20" on front load pan rack and 1" x 1 1/2" x 17 3/4" on side load pan rack.

MATERIAL:

6063-T52 extruded aluminum angles, upright tubing, and support pieces.

Model #	Description	Pan Capacity	Shelf Spacing (A)	Overall Size L x W x H	Approx. Weight
PR10-3W	Front Load	10 Full Size or 20 Half Size	3"	20 1/4" x 26" x 38 1/2"	25 lbs.
PR10-6W	Front Load	10 Full Size or 20 Half Size	6"	20 1/4" x 26" x 69 1/4"	27 lbs.
PR12-5W	Front Load	12 Full Size or 24 Half Size	5"	20 1/4" x 26" x 69 1/4"	28 lbs.
PR15-4W	Front Load	15 Full Size or 30 Half Size	4"	20 1/4" x 26" x 69 1/4"	31 lbs.
PR18-3W	Front Load	18 Full Size or 36 Half Size	3"	20 1/4" x 26" x 63 1/4"	34 lbs.
PR20-3W	Front Load	20 Full Size or 40 Half Size	3"	20 1/4" x 26" x 69 1/4"	35 lbs.
PR30-2W	Front Load	30 Full Size or 60 Half Size	2"	20 1/4" x 26" x 69 1/4"	43 lbs.
PR10-6WS	Side Load	10 Full Size	6"	28 1/4" x 18" x 69 1/4"	26 lbs.
PR12-5WS	Side Load	12 Full Size	5"	28 1/4" x 18" x 69 1/4"	27 lbs.
PR15-4WS	Side Load	15 Full Size	4"	28 1/4" x 18" x 69 1/4"	30 lbs.
PR18-3WS	Side Load	18 Full Size	3"	28 1/4" x 18" x 63 1/4"	27 lbs.
PR20-3WS	Side Load	20 Full Size	3"	28 1/4" x 18" x 69 1/4"	34 lbs.



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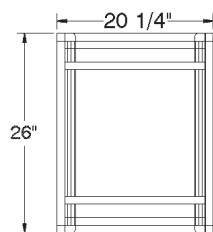
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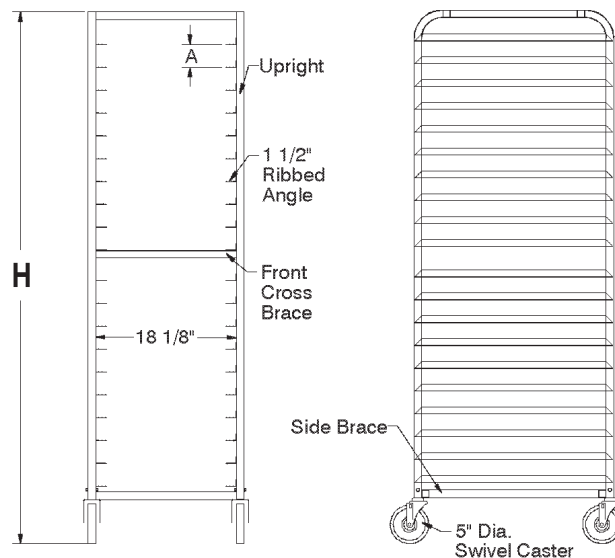
DIMENSIONS and SPECIFICATIONS

TOL $\pm$.500"

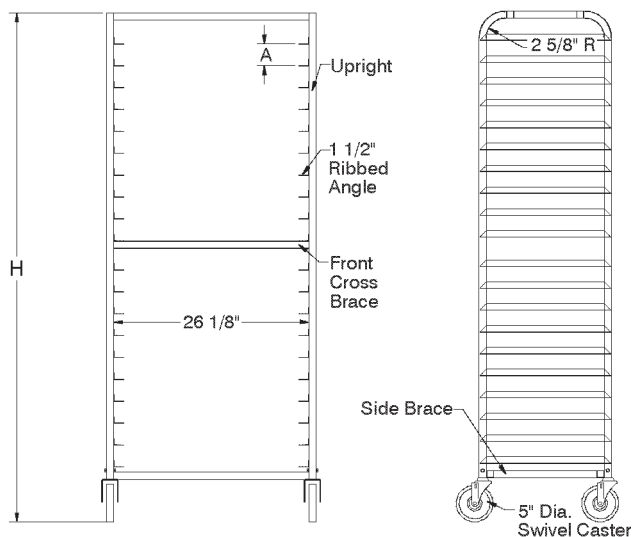
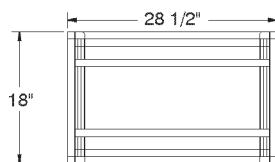
ALL DIMENSIONS ARE TYPICAL



Front Load



Side Load





CHROME WIRE SHELVING



with
Optional Casters

Item #: _____ Qty #: _____
Model #: _____
Project #: _____

WIRE SHELVING

MODEL #	Shelf Size	Boxed Weight
EC-1424	14" x 24"	35 lbs.
EC-1430	14" x 30"	41 lbs.
EC-1436	14" x 36"	47 lbs.
EC-1442	14" x 42"	52 lbs.
EC-1448	14" x 48"	58 lbs.
*EC-1460	14" x 60"	38 lbs.
*EC-1472	14" x 72"	45 lbs.
EC-1824	18" x 24"	39 lbs.
EC-1830	18" x 30"	45 lbs.
EC-1836	18" x 36"	51 lbs.
EC-1842	18" x 42"	56 lbs.
EC-1848	18" x 48"	64 lbs.
*EC-1854	18" x 54"	35 lbs.
*EC-1860	18" x 60"	41 lbs.
*EC-1872	18" x 72"	49 lbs.
EC-2124	21" x 24"	41 lbs.
EC-2130	21" x 30"	48 lbs.
EC-2136	21" x 36"	55 lbs.
EC-2142	21" x 42"	63 lbs.
EC-2148	21" x 48"	70 lbs.
*EC-2154	21" x 54"	41 lbs.
*EC-2160	21" x 60"	45 lbs.
*EC-2172	21" x 72"	48 lbs.
EC-2424	24" x 24"	44 lbs.
EC-2430	24" x 30"	51 lbs.
EC-2436	24" x 36"	58 lbs.
EC-2442	24" x 42"	64 lbs.
EC-2448	24" x 48"	72 lbs.
*EC-2454	24" x 54"	41 lbs.
*EC-2460	24" x 60"	47 lbs.
*EC-2472	24" x 72"	55 lbs.

24" to 48" length shelves are packed 4 to a box and
*54", 60" and 72" shelves are packed 2 to a box.

CHROME POSTS WITH ADJUSTABLE FOOT

Numbered Posts



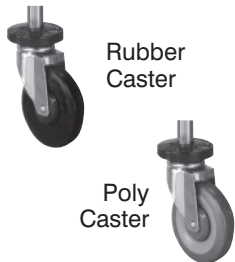
CHROME POSTS

MODEL #	Post Height	Boxed Weight
ECP-14	14"	4 lbs.
ECP-34	34"	8 lbs.
ECP-54	54"	12 lbs.
ECP-64	64"	15 lbs.
ECP-74	74"	17 lbs.
ECP-86	86"	20 lbs.

CHROME POSTS FOR CASTERS

MODEL #	Post Height	Post Height with Casters	Boxed height
ECPC-14	14"	20"	4 lbs.
ECPC-34	34"	40"	8 lbs.
ECPC-54	54"	60"	12 lbs.
ECPC-64	64"	70"	15 lbs.
ECPC-74	74"	80"	17 lbs.
ECPC-86	86"	92"	20 lbs.

Posts are packed 4 to a box.



FEATURES:

Each shelf holds up to 800 lbs. evenly distributed weight.
NSF approved for dry storage and heated environments only.
Posts are numbered for easy assembly

CONSTRUCTION:

Unit assembles using tapered split sleeves.
For mobile units, 5" swivel Rubber or Poly casters includes set of 4 casters, (2 with brakes) and 4 donut bumpers.

MATERIAL:

Chrome plated.

OPTIONAL ACCESSORIES

	MODEL #	Qty
5" Rubber Swivel Stem Caster	EC-25	
5" Poly Swivel Stem Caster	EC-26	



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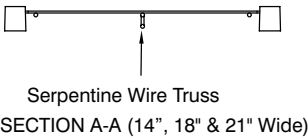
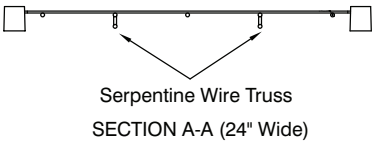
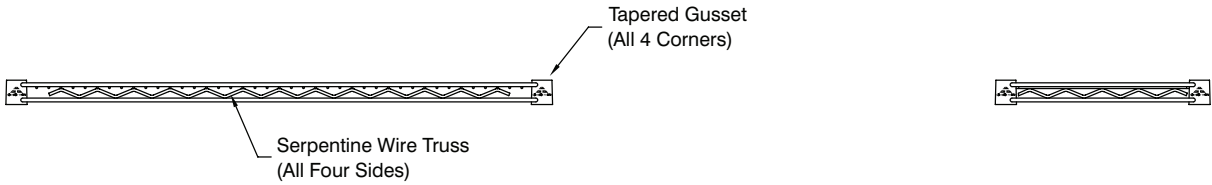
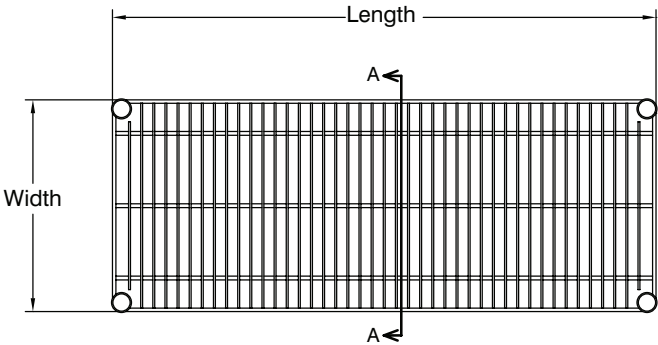
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DETAILS and SPECIFICATIONS

TOL ± .500"

ALL DIMENSIONS ARE TYPICAL



U.S. Range®

Item: _____
 Quantity: _____
 Project: _____
 Approval: _____
 Date: _____

Summit Electric Convection Oven

Models:

☐ SUME-100

☒ SUME-200


Model SUME-100

Standard Features:

- Solid State control with electro-mechanical timer
- Two-speed fan control (high and low) with 0.6 HP fan motor
- Total of 10.4 kW loading per oven cavity
- Stainless steel front, sides, top, and legs
- 60/40 dependent door design with double pane thermal window in left-hand door and interior lighting
- Porcelain enameled oven interior with coved corners
- Five (5) chrome plated oven racks on 13-position rack guides
- Full length, stainless steel positive door closure
- Double deck models available

- One year limited parts and labor warranty (USA and Canada only)
- Five year limited door warranty, excluding window (USA and Canada only)

Optional Features:

- ☐ Windows in both doors
- ☐ Stainless steel solid doors
- ☐ Extra oven racks
- ☐ Swivel casters, (4) w/ front brakes
- ☐ Low profile casters, (4) w/ front brakes (double ovens only)
- ☐ Open base with rack guides and shelf (stainless steel)
- ☐ Back enclosure (stainless steel)
- ☐ 460 volt, three phase
- ☐ Removable S/S drip pan.

Summit Electric Convection Oven

Specifications:

U.S. Range Summit Full-Size Standard Depth, electric convection oven. 10.4 kW / cavity, 0.6 HP fan motor with two-speed fan speed. Solid State Control with 60-minute timer. Porcelain enameled oven interior with coved corners, five (5) oven racks and 13-position rack guides. All model interiors are 29" (736mm) W by 24" (610mm) H, depth is 24" (610mm). Stainless steel front, sides, top, and legs. 60/40 dependent door design with double pane thermal window in left-hand door and interior lighting. 200 models are double deck units. UL, CUL Classified and NSF Listed.



Note: Ovens supplied with casters must be installed with an approved restraining device.

Garland Commercial Ranges Ltd.
 1177 Kamato Road,
 Mississauga, Ontario
 L4W 1X4 CANADA

General Inquires 1-905-624-0260
 USA Sales, Parts and Service 1-800-424-2411
 Canadian Sales 1-888-442-7526
 Canada or USA Parts/Service 1-800-427-6668

www.garland-group.com
 7856
 03/21



U.S. Range®

Summit Electric Convection Oven

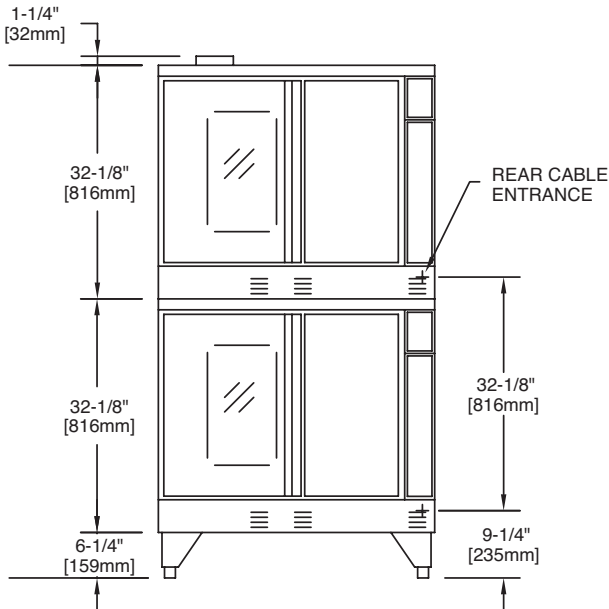
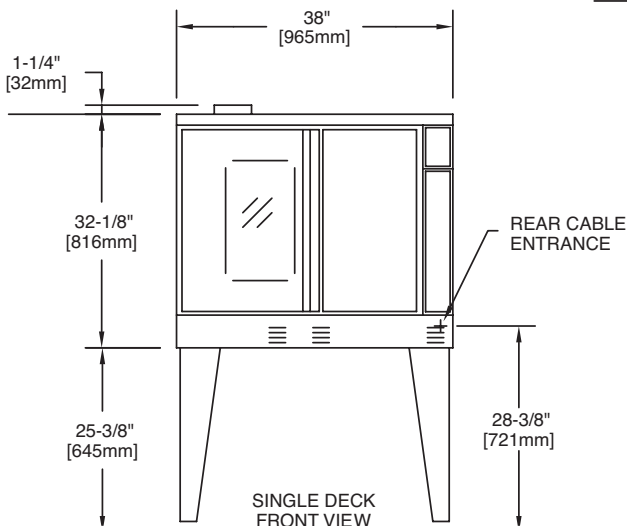
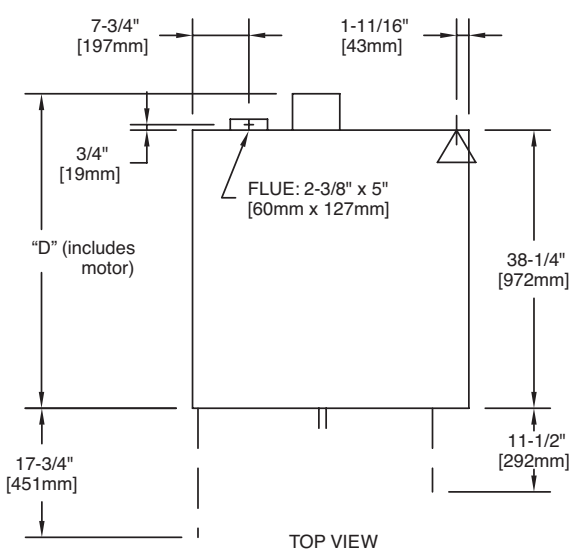
Model	Int. Dimensions :In (mm)			Ext. Dimensions: In (mm)			Ship Wt	Ship Dim.
	W	H	D	W	H	D (w/motor)	Lbs/kg	Cubic Ft.
SUME-100	29 (736)	24 (610)	24 (610)	38 (965)	57-1/2 (1461)	41-1/4 (1048)	515/230	64
SUME-200	29(736)	24(610)	24(610)	38(965)	70-1/2 (1791)**	41-1/4 (1048)	1030/465	128

** Height with or without with standard casters. Height with low profile casters (double deck) is 68-1/2" (1740mm).

Model	Tota kW	Nominal Amperes Per Line, (includes 0.6 HP fan motor)										
		208V/1Ph	240V/IPh	208V/3Ph			240V/3Ph			460V/3Ph		
				X	Y	Z	X	Y	Z	X	Y	Z
Single Deck	10.4	50	43	30	30	28	26	26	24	14	14	13
Double Deck* each oven	10.4	50	43	30	30	28	26	26	24	14	14	13

* Double Deck Models require individual power supply connections

Electrical specifications include motor requirements. 0.6, HP, 2-speed motor: 1725/1140 rpm, (60Hz) Please specify electrical characteristics when ordering.



Installation Notes:			
Combustible & Non-Combustible Wall Clearances:			
Sides	*1" (25mm)	Back	3" (76mm)
*Note: Installations beside units with high heat sources it is recommended to leave 6" (152mm) on the right side of oven. Refer to the installation manual for more detail			
Entry Clearances: In (mm)			
Crated	47" (1194mm)	Uncrated	32-1/2" (826mm)

Many local codes exist and it is the responsibility of the owner and installer to comply with those codes. These appliances are intended for commercial use by professionally trained personnel.

Form# SUME (03/11/21)



11.21

DCM-500B_H

SANITARY CUBELET ICE MACHINE/DISPENSERDCM-500B_H
08/03/23
Item # 13226

Item #: _____

Project: _____

Qty: _____

AIA#: _____

Features

► **Durable stainless steel exterior**► **Advanced CleanCycle24™ design** ► **Stainless steel auger with greaseless bearing**

- Up to 618 lbs. of ice production per 24 hours
- Built-in storage capacity of 1.3ft³/40 lbs.*
- 2 second flush cycle every hour
- Corrosion resistant stainless steel exterior
- Easy to chew, cubelet ice
- Self-contained design reduces opportunities for cross contamination
- Protected by H-GUARD Plus Antimicrobial Agent 
- Dispenses ice and water
- R-404A Refrigerant

Warranty:

3 Year Parts & Labor on entire machine.
5 Year Parts on Compressor; air-cooled condenser coil.
Valid in United States, Canada, Puerto Rico and U.S. Territories. Contact factory for warranty in other countries.

*Rated in accordance with AHRI Standard 820(I-P). Capacity based on 100% of total volume x 30 lb/ft³ average density of ice.

Shipping: (LxWxH) 33" x 25.25" X 46" Volume: 22.18ft³



DCM-500BAH

Air-Cooled

Shown with optional
SD-500 Stand

DCM-500BWH

Water-Cooled



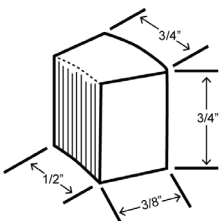
ICE PRODUCTION

WATER USAGE

ELECTRICAL

Condenser	Model	Air / Water Temp Lbs. per 24 hours		Potable Gal. per 100 lbs.	Condenser Gal. per 100 lbs.	kWh Used per 100 lbs.	Min. Circuit/ Max. Fuse Size	Amperage	Voltage	Circuit Wires (including ground)	Heat Rejection BTU/hr.	Refrigerant Charge Amount	Net / Ship Weight (lbs.)
		70°/ 50°F	90°/ 70°F	90°/ 70°F	90°/ 70°F	90°/ 70°F							
Air-Cooled	DCM-500BAH	618	450	12.0	N/A	5.62	20A	12.9A	115V/60/1	3	7,000	1 lb. 4.1 oz.	251 / 255
Water-Cooled	DCM-500BWH	590	512	12.0	112	4.48	20A	12.6A	115V/60/1	3	6,000	11.5 oz.	245 / 255

Cubelet Dimensions*



* approximate size in inches, image not to scale

Operating Limits

- Ambient Temp Range 45 - 100°F
- Water Temp Range 45 - 90°F
- Water Pressure 10 - 113 PSIG
- Voltage Range 104 - 127V
- If GFCI is required, a GFCI breaker MUST be used in lieu of GFCI receptacle

Service

- Allow 6" (15 cm) clearance at rear and sides for proper air circulation and ease of maintenance/ service should they be required. Allow 24" (61 cm) clearance at top to allow for removal of the auger.

Plumbing

- Ice maker Water Supply Line: Min. 1/4" Nominal ID Copper Water Tubing or Equivalent
- Ice maker Drain Line: Min. 3/4" Nominal ID Hard Pipe or Equivalent Water-Cooled Model (Lines Must Be Independent of Ice maker)
- Condenser Water Supply Line: Min. 1/4" Nominal ID Copper Water Tubing or Equivalent
- Condenser Drain/Return Line: Min. 1/4" Nominal ID Hard Pipe (open drain system) or Copper Water Tubing (closed loop system) or Equivalent

Water Filter

Please refer to water filter specification sheet for recommendations.

Hoshizaki reserves the right to change specifications without notice.



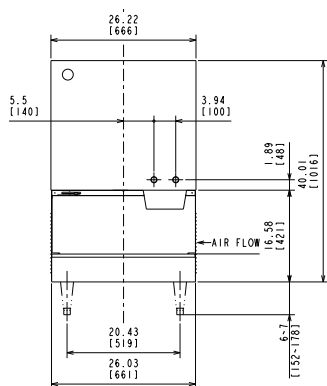
DCM-500B_H

SANITARY CUBELET ICE MACHINE/DISPENSER

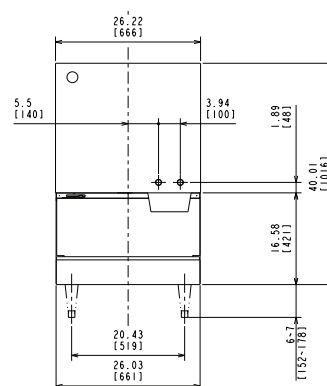


DCM-500B_H
08/03/23
Item # 13226

FRONT VIEW



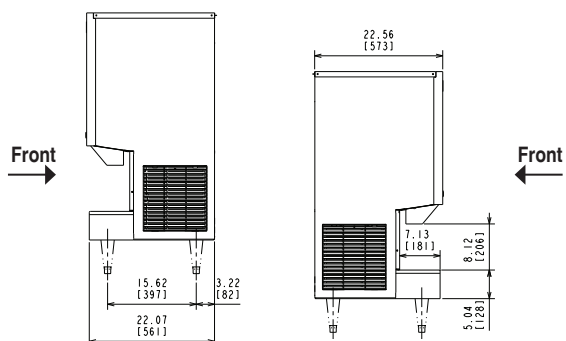
AIR-COOLED



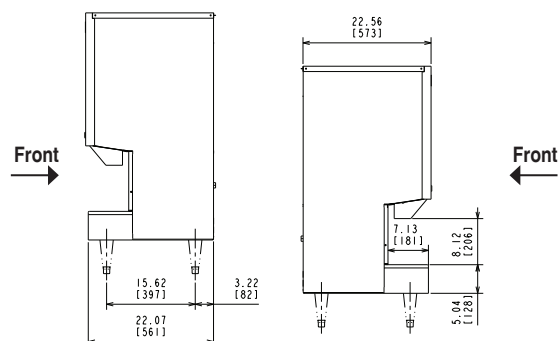
WATER-COOLED

inch
[mm]

SIDE VIEW

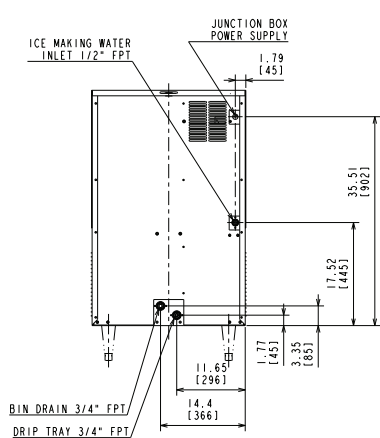


AIR-COOLED

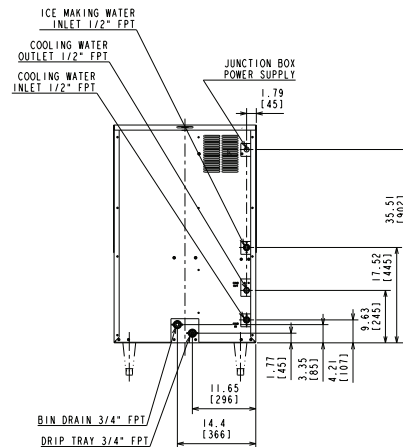


WATER-COOLED

REAR VIEW

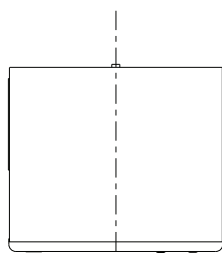


AIR-COOLED



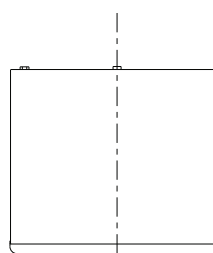
WATER-COOLED

TOP VIEW



Front
↑

AIR-COOLED



Front
↑

WATER-COOLED



SteamCraft® Ultra 3

COUNTER TYPE DESIGN, PRESSURELESS CONVECTION
STEAMER, ELECTRIC STEAM GENERATOR, 8 KW

Project _____

Item _____

Quantity _____

FCSI Section 11400_____

Approved _____

Date _____

Steamcraft® Generator Style High Speed Convection Steamers

Models

- 21-CET-8



Standard Features

- Cooking Capacity for up to three 12" x 20" x 2 1/2" deep Cafeteria Pans.
- Innovative PowerPak Electric Steam Generator: One Special Stainless Steel Fire Bar Heating Element. Strong 14 Gauge Stainless Steel Construction. Large 3.5 gallon generator reservoir for fast steam cooking production. Fully insulated rear mounted steam generator.
- Easy Access Generator Cleaning Port: Generator Cleaning Port located on the outside, top of the unit. Not necessary to remove hot panels or rack guides to access.
- Instant Steam Stand By Mode: Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- Durable 14 Gauge, Stainless Steel Construction: For compartment door, cavity and steam generator.
- One 60 Minute Electro-Mechanical Timer and Switch for manual operation: Audible signal for cooking time completion.
- Main Power On/Off Switch: With Automatic Water Fill.
- Exclusive Steam Cooking Distribution System: Maintenance Free Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to keep clean. Creased top & bottom enhance drainage. Cold water condenser behind drain maintains a dry steam. Fully insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks for easy cleaning.
- Automatic Generator Drain: Contains a "Water Jet" Spray Rinse Drain Cleaning Cycle to keep drain clear.
- Exclusive Automatic Remote Probe Type Water Level Control: Separate from the generator for easy access.
- Exclusive "Cool to the Touch" Two-Piece Compartment Door Design: Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- Left Hand Door Hinging: Compartment Doors hinged on the left, controls on the right.
- Available in most voltages, single or three phase only.
- Compartment Door Steam Shut Off Switch (SCS)
- 4" Adjustable Legs

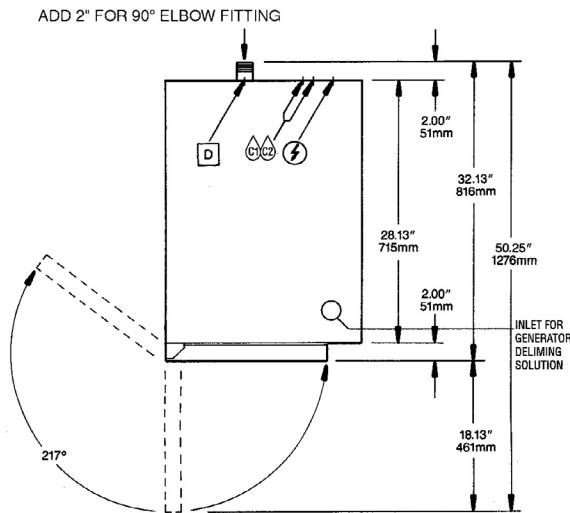
Short Form Specifications

Shall be CLEVELAND, SteamCraft® Ultra 3, one compartment, Counter-Type Steamer, Model 21-CET-8, _____volts, 8.5 KW, _____Hz. Heavy duty all Stainless Steel construction. Rear mounted, insulated Steam Generator with Remote Probe Type Water Level Controls and Automatic Steam Generator Blowdown with "Water Jet" Drain Cleaning feature.

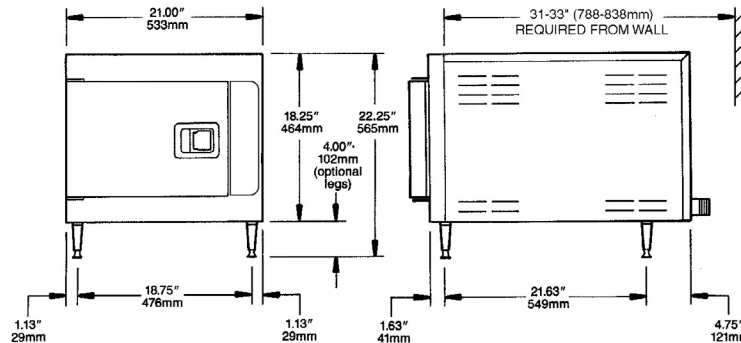
Options & Accessories

- Right hand Door Hinging, Controls on the Left (DHR)
- Electronic Timer with Compensating Load Feature (ETC)
- 34" (864mm) High Stainless Steel Economy Stand, for one 21-CET-8 (UniStand34)
- 24" (610mm) High Stainless Steel Stacking Stand (UniStand25), for mounting two stacked 21-CET-8
- POSK Pull-Out Shelf Kit for UniStands (P/N 111724)
- URK Pan Rack Kit UniStands (P/N 111726)
- Equipment Stacking Stand Shelf Type (ES2446)
- Stacking Kit (P/N 107166) includes plumbing for water, a drain and Generator Cleaning Port Connections (STKI) (2 units only)
- Dissolve® Descale Solution, 6 one gallon container w/quart markings (106174)
- Additional Pan Racks for Equipment Stands (PR)
- Cafeteria Pans in depths of 1", 2 1/2" and 4"
- Water Filters





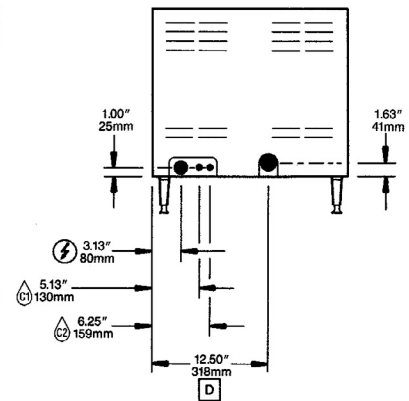
TOP VIEW



FRONT VIEW

RIGHT SIDE VIEW

Two 3/4" NH-F (Garden Thread) Connections.
Use NSF approved hose.



REAR VIEW

COMPARTMENT HAS CAPACITY FOR:
• Three, 12" x 20" x 2 1/2" deep Cafeteria Pans

**WATER QUALITY REQUIREMENTS
(Boilers, Generators)**

TDS:	50-250 ppm
Hardness:	50 - 200 mm (3 - 12 gpg)
pH value:	7.0 - 8.5
CL (Chloride):	max 50 ppm
Cl2 (free chlorine):	max 0.1 ppm
SiO2 (silica):	max 13 ppm
NH2Cl: (mono-chloramine)	max 0.1 ppm
Total Alkalinity:	50 - 100 ppm
Water Pressure	35 - 80 PSI
Temperature:	max 104°F

**SHIPPING WEIGHTS
& DIMENSIONS**

Weight	Width	Depth	Height
181 lbs	30"	35"	30"

ELECTRIC ⚡				WATER ⚡				DRAINAGE ⚡				CLEARANCE			
1 Ph				3 Ph				Cold water:				Right - 3", Left - 3", Rear - 3"			
Volts	Watts	Amps	Wire	Volts	Watts	Amps	Wire	35 psi min., 60 psi max.				(12" on control side if adjoining wall or equipment is over 30" high for service access)			
208	8,300	39.9	2	208	8,300	23.6	3	Two 3/4" NH-F (Garden Thread) Connections.				Contact factory for variances to clearances.			
220	6,974	31.7	2	220	6,974	18.8	3	Use NSF approved hose.							
240	8,300	34.6	2	240	8,300	20.5	3	C1 one for Condenser							
				440	6,974	9.4	3	C2 one for Steam Generator							
				480	8,300	10.3	3								

NOTES:

Cleveland Range reserves right of design improvement or modification, as warranted.
Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
Cleveland Range equipment is built to comply with applicable standards for manufacturers. Included among those approval agencies are U.L./NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 6/11/2024
CONTACT PERSON: Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Ordinance No. 2024-944 to rezone approximately six acres of land from Industrial (I) to Commercial Light (CL) at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

SUMMARY:

This is a request by Cristian Ayala, on behalf of C&M's Landscaping LLC, for a rezone of approximately six (6) acres of land from Industrial (I) to Commercial Light (CL). The applicant is also seeking approval for a conditional use permit to establish a contractor's yard, retain the existing single-family residence, and construct two greenhouses. Staff is requesting that the rezone and conditional use permit be heard by Council at the same time. Please see Agenda Item 6 (e) for the conditional use permit and associated staff report.

PREVIOUS ACTION:

On May 7, 2024, the Planning and Zoning forwarded a recommendation of APPROVAL to Town Council with a vote of 7-0 for the rezoning and conditional use permit. For dialog, please see Agenda Item 6 (e) for the Planning and Zoning Hearing Minutes.

STAFF RECOMMENDATION:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Ordinance No. 2024-944

FISCAL IMPACT?

There is no direct fiscal impact anticipated from this request.

ATTACHMENTS:

1.	Attachment 1 - ORD 2024-944 - Rezone I to CL - CM's Landscaping
----	---

When recorded, return to:

Town Clerk
Town of Chino Valley 202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2024-944

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 SIX ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2745 ARIZONA TRAIL, FROM INDUSTRIAL HEAVY (I) TO COMMERCIAL LIGHT (CL).

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 six acres of real property (Yavapai County Assessor Parcel Nos. 306-17-001C) generally located at 2745 Arizona Trail, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Industrial (I) to Commercial Light (CL) (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that the Zoning Map Amendment is in conformance with the Make it Chino! 2040 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; 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, the Town Council has considered a housing impact statement in accordance with Ariz. Rev. Stat. § 9-462.01.

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 six acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from I (Industrial) to CL (Commercial Light), 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 shall sign and notarize a Waiver of Claims form, which staff will record with the County Recorder against the property.

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 the zoning is subject to compliance with the stipulation 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 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Ordinance No. 2024-944 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on June 11, 2024, and that quorum was present, and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2024-944

[Legal Description]

All that portion of Section 11, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 11;

Thence on a bearing of North 89 degrees, 59 minutes East, a distance of 2,974.72 feet along the North line of Section 11 to a point;

Said point being identical with the Northeast corner of Sunrise, a subdivision recorded in Book 19 of Maps, page 21, in the Office of the Yavapai County Recorder;

Thence on a bearing of South 00 degrees, 16 minutes, 10 seconds East along the East line of said Sunrise, a distance of 950.06 feet to the TRUE POINT OF BEGINNING;

Thence on a bearing of South 88 degrees, 52 minutes, 20 seconds East, a distance of 731.91 feet;

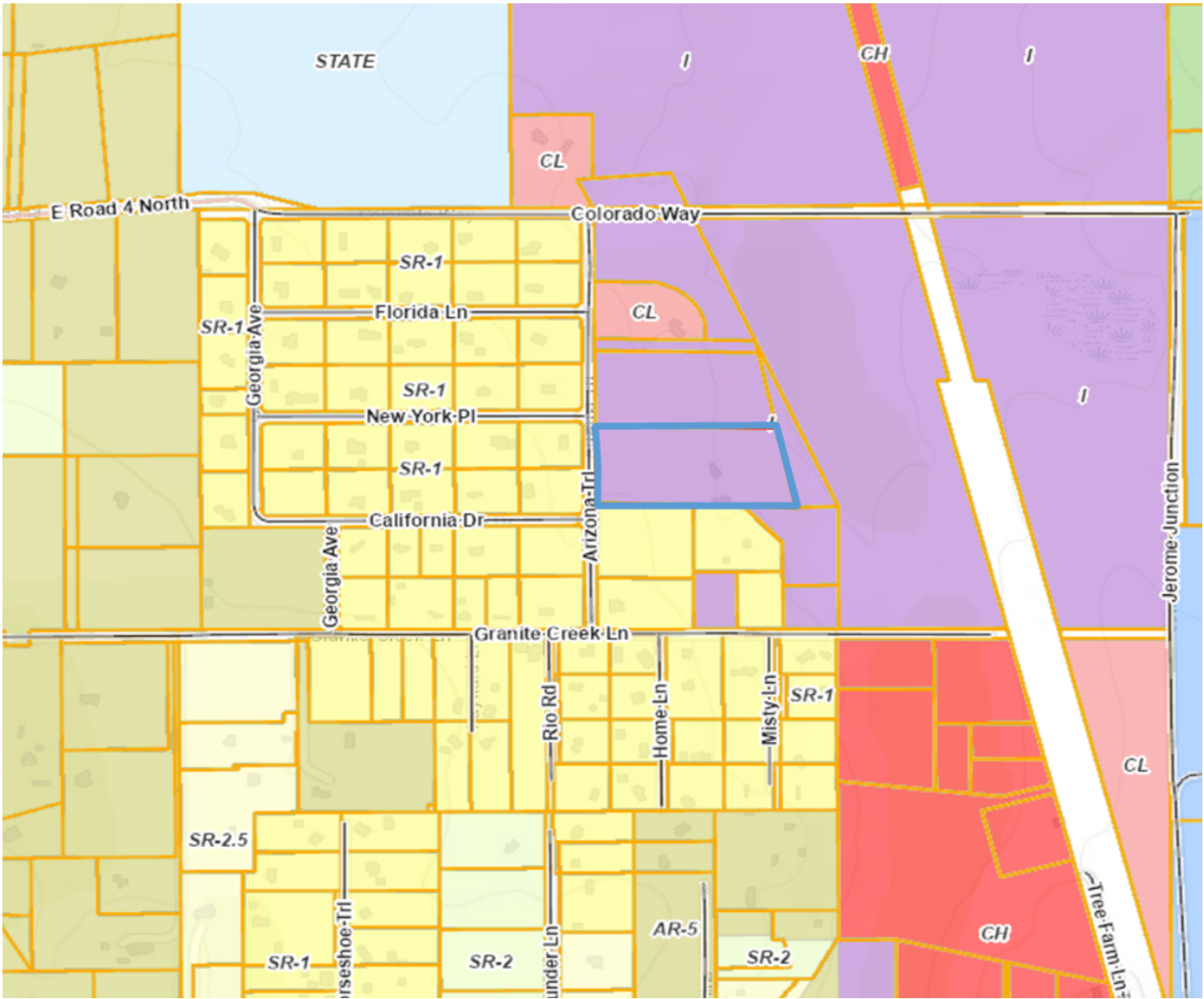
Thence on a bearing of South 12 degrees, 16 minutes, 55 seconds East, a distance of 355.35 feet;

Thence on a bearing of North 88 degrees, 10 minutes, 44 seconds West, a distance of 806.19 feet;

Thence on a bearing of North 00 degrees, 16 minutes, 10 seconds West along the East line of said Sunrise, a distance of 336.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2024-944

[Zoning Map]





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 6/11/2024
CONTACT PERSON: Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Resolution No. 2024-1261, approving conditional use permit CUP-2024-01 to allow for a contractor's yard, an existing single-family residence, and two greenhouses at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

SUMMARY:

This is a request by Cristian Ayala, on behalf of C&M's Landscaping LLC, for approval for a conditional use permit to establish and operate a contractor's yard, to retain the existing single-family residence, and to construct two commercial greenhouses. The applicant is also seeking approval for a rezoning of the property from Industrial (I) to Commercial Light (CL). Staff is requesting that the rezoning and conditional use permit be heard by Council at the same time. Please see the attached Staff Report for additional information.

PREVIOUS ACTION:

On May 7, 2024, the Planning and Zoning forwarded a recommendation of APPROVAL to Town Council with a vote of 7-0 for the rezoning and conditional use permit. For dialog, please see the attached Planning and Zoning Hearing Minutes.

STAFF RECOMMENDATION:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Resolution No. 2024-1261

FISCAL IMPACT?

There is no direct fiscal impact anticipated from this request.

ATTACHMENTS:

1.	Attachment #1 - RES 2024-1261 - CUP-2024-01
2.	Attachment #2 - Planning Commission Minutes
3.	Attachment #3 - P&Z Staff Report

RESOLUTION NO. 2024-1261

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2024-01 FOR A LANDSCAPE CONTRACTOR'S YARD, A SINGLE-FAMILY RESIDENCE, AND GREENHOUSES ON APPROXIMATELY SIX ACRES OF LAND AT 2745 ARIZONA TRAIL, CHINO VALLEY, ARIZONA.

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, the applicant, Cristian Ayala, on behalf of C&M's Landscaping LLC, applied for a conditional use permit to establish and operate a contractor's yard for the applicant's landscaping business, to keep the existing single-family residence and accessory structures, and to construct two commercial greenhouses on approximately six acres of land generally located at 2745 Arizona Trail, Chino Valley, Arizona (Yavapai County Assessor Parcel No. 306-17-001C); and

WHEREAS, the proposed facility 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 (the "UDO"); and

WHEREAS, the Chino Valley Planning and Zoning Commission (the "Commission") conducted a public hearing to consider the applicant's request, including reviewing the site plan, proposed operational procedures, and findings of fact, and 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 for a landscape contractor's yard, a single-family residence, and commercial greenhouses at 2745 N Arizona Trail, Chino Valley, Arizona ("CUP-2024-01"), as described in the application submitted, is hereby approved, subject to the requirements of Ariz. Rev. Stat. §§ 28-7201 *et seq.* and the conditions set forth in Section 3 of this Resolution.

SECTION 3. The following conditions apply to CUP-2024-01:

1. **Compliance:** The applicant shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Chino Valley Zoning Code.
2. **Waiver:** 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 on this item by the Town Council.

3. Site Improvements: The applicant shall make the necessary site improvements as indicated in the site plan, including but not limited to landscaping, fencing, lighting, and signage, in accordance with the plans approved by the Town's Development Services Department.
4. Operational Hours: The contractor's yard hours of operation shall be limited to Monday through Friday, 7:00 a.m. to 6:00 p.m., with occasional Saturdays, as proposed by the applicant, in consideration of surrounding residential uses.
5. Security Measures: The applicant shall implement and maintain adequate security measures to ensure the safety and security of the facility, users, and neighbors.
6. Deviations; Noncompliance: The applicant agrees that any deviations from the approved site plan or noncompliance with any of the prescribed conditions of CUP-2024-01 shall be grounds for its revocation.
7. Five-Year Update: The applicant agrees to come before and provide an update to the Planning Commission five years from the date of approval of CUP-2024-01.
8. Sewer; Water: The applicant shall satisfy the requirements of Yavapai County for sewer and the Arizona Department of Water Resources for water.
9. Fire and Medical: The applicant shall satisfy the requirements of the Central Arizona Fire and Medical Authority (CAFMA) for fire protection, access, and maneuvering.
10. Parking: Prior to commencing phase 2, the applicant shall procure review and approval by Town staff of all required parking and loading spaces, maneuvering areas, driveways, and fire lanes, which shall be paved with asphaltic concrete over an A.B. base, concrete, or masonry to a thickness and structure that will support the type and intensity of vehicular traffic generated by the proposed use.
11. Grading; Drainage: Prior to commencing phase 2, the applicant shall procure review and approval by Town staff of grading plans and a drainage report signed and sealed by an Arizona Registered Civil Engineer in accordance with Town Code and all other applicable rules and regulations. The project shall detain to historic rates and discharge at the same location. Off-site flows on-site need to be accommodated.

SECTION 4. 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 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld PLC

I hereby certify that the above foregoing Resolution No. 2024-1261 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

PUBLIC HEARING #D.1 – Case # ZC-2024-02 and CUP-2024-01 — This is a request by Cristian Ayala, on behalf of C&M's Landscaping LLC, for a Rezone of approximately six (6) acres of land from Industrial (I) to Commercial Light (CL) with a Conditional Use Permit to allow for a contractor's yard and single-family residence with future greenhouses. The property is located at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

Chair Merritt asked if anyone on the commission had a disclosure to declare regarding this project. There were none.

Senior Planner **Jessica Barragan** presented the staff report and stated the applicant was in attendance. The applicant was asking for a rezone of approximately 6 acres from Industrial (I) to Commercial Light (CL) and a Conditional Use Permit to allow for the existing single-family residence to remain in conjunction with the family's future business, a landscape contractor's yard operation. She stated the requested rezone would be in conformance with the General Plan. **Barragan** showed images of surrounding areas and shared that a neighborhood meeting was held on April 4, 2024 at the subject property with 16 neighbors in attendance. The neighbors supported the rezone to the lesser intensity, Commercial Light zoning but had some concerns with potential traffic, noise, water and light pollution. **Barragan** stated the applicant would be submitting a complete technical, landscape and lighting plan for review and approval prior to building permit issuance for Phase 2. Staff recommended approval.

Chair Merritt asked if anyone had questions for staff. There were none.

Mario Ayala, one of the owners, stated they intended to use the property for storage, equipment and trucks mainly pulling in and out during morning and evenings.

Chair Merritt asked if the Commission had any questions for the applicant.

Zamudio asked if their business landscaped residential or commercial properties.

Ayala stated they mainly did residential properties.

Zamudio asked what they planned on planting in the future greenhouses.

Ayala stated decorative plants commonly seen around residential houses.

Chair Merritt opened the meeting for public comments.

Sharon Riley stated she lived across the street and came to learn more about what was happening. She had concerns with light pollution, water usage and the road conditions with trucks going in and out. She stated she is not against businesses coming in but wanted to see the neighborhood protected.

Nancy Diffendaffer, 1485 New York Place, stated she had lived in the area for 47 years and was not opposed to the rezone. She saw the benefit to the neighborhood but would like to see a stipulation that they were not able to change the type of plants they are growing to marijuana down the road. She stated she had concerns with water and believed all greenhouses in Town should be on the Chino Valley water system to protect the private wells. She stated she had concerns about lighting and wanted to see a stipulation that there were no lights on in the greenhouses from dusk to dawn. She asked if there were more than one residence on the property.

Chair Merritt closed the public hearing.

Merritt stated that the Town of Chino Valley, the Planning and Zoning Commission and the Town Council did not have control of the water, it was all handled through ADEQ, the State of Arizona regulates all the water. He confirmed that no Town water was in the subject area, that all properties were on private wells and water was not in the Town's jurisdiction.

Barragan confirmed the applicant had already been in touch with ADEQ for any water concerns. She stated that before entering into Phase 2, the applicant would be required to submit a professional lighting plan to be in accordance with the new Dark Sky Ordinance which would be in place by that time. **Barragan** stated that the roads were addressed at the neighborhood meeting and not much could be done at this

point. However, prior to Phase 2, the applicant would be required to submit a traffic impact statement and/or study and potentially have to improve the adjacent roadway. She confirmed that the second existing building was to be used as an office and garage, in compliance with the Conditional Use Permit.

Merritt stated that the greenhouses that have lighting issues are the marijuana facilities and they have screening they are required to use and Code Enforcement was working on facilitating implementation of the screening.

Assistant Director, **Will Dingee** confirmed marijuana, recreational and medical, can only be cultivated in the Industrial zoning district, so this rezoning request actually eliminates that possibility from this property. He stated that Town Code prohibits cultivation of marijuana within 500 feet of a residence, so no medical or recreational cultivation or dispensary would be allowed along Arizona Trail.

Merritt reiterated that if the property were to remain Industrial zoning, a marijuana grow facility could be brought in and by changing the zoning to Commercial Light it would eliminate that possibility.

Zamudio asked what was the timeframe between Phase 1 and Phase 2.

Barragan stated the applicant gave a 3 to 5-year timespan for commencement of Phase 2.

Zamudio stated the roads would continue to deteriorate in 3 to 5 years.

Merritt stated the road use was already there by right because it was zoned Industrial, it was an existing condition. During Phase 2 the applicant could be required to improve the roads.

Barragan confirmed that there were not development plans currently, but during Phase 2, if more than 50% development is planned, the applicant would be required to make road improvements. **Barragan** let the Commission know that the Town Council hearing date for this case had been changed to June 11, 2024.

Switzer asked what the parcel was being used for currently, was there an Industrial business there now.

Barragan stated that it was a single-family residence, the previous business had moved and that the applicant had cleaned up the property and lived there.

Merritt stated he believed the property used to be a junkyard and was an eyesore for the community.

Ayala stated that the plants they are planning to grow do not require any night time lighting. He shared the water irrigation system they planned on installing would be that each plant would be compensated for gallons per minute so no excessive water would be used. He explained that they would have no vehicles over 10 thousand pounds and would be using ½ ton or ¾ ton trucks for their trailers to carry about 3 tons of materials maximum. He stated he believed the road conditions should not change too much as they would not have heavy equipment going in and out.

Merritt asked if it was their intent to be operating dump trucks or hand dumps etc.

Ayala replied they would not be operating heavy vehicles or machinery.

Switzer stated that a greenhouse for those kinds of plants used less water than an outdoor nursery.

Merritt asked if they would be using a drip system instead of spraying the plants.

Ayala confirmed they planned on emitter lines which would be controlled with no excessive water used.

Merritt closed the public hearing portion of the meeting.

Motion was made by Pasciak, seconded by Meadors to approve ZC-2024-02 and CUP-2024-01, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A.

Merritt asked if a sunset clause on the project would be applicable if the applicant did not move to

Phase 2.

Lineberry stated there could be a time limit by which the applicant would have to do Phase 2, perhaps 5 years to add the greenhouses. She stated that if a sunset clause were added, the Conditional Use Permit would expire.

Merritt stated he would like to see the applicant come before the Commission in 5 years, to update the Commission on how the business was going which could affect the outcome of his Conditional Use Permit. He added that stipulation as a condition. The Commission agreed.

A roll-call vote was taken and the motion passed with a 7-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
May 7th, 2024
File Number ZC-2024-02 and CUP-2024-01
Rezone and Conditional Use Permit

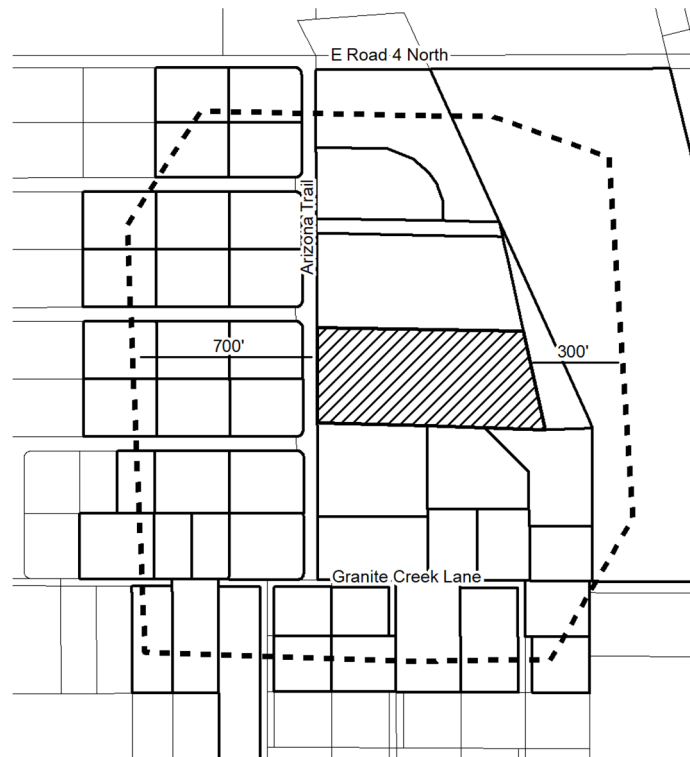
PROJECT DESCRIPTION

This is a request by Cristian Ayala, on behalf of C&M's Landscaping LLC, for a Rezone of approximately six (6) acres of land from Industrial (I) to Commercial Light (CL) with a Conditional Use Permit to allow for a contractor's yard and single-family residence with future greenhouses. The property is located at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"I" -Industrial	Single Family Residential	HMU – Horizontal Multi-Use
North	"I" -Industrial	Vacant Land	HMU – Horizontal Multi-Use
South	"SR-1" –Single Family Residential	Single Family Residential	HMU – Horizontal Multi-Use
East	"I" -Industrial	Vacant	HMU – Horizontal Multi-Use
West	"SR-1" –Single Family Residential	Single Family Residential "Sunrise Subdivision"	RR – Rural Residential (1 du/ac)

LOCATION MAP:



PRIOR SITE ACTIONS:	February 16, 2024 – Pre-Application Meeting for proposed contractors’ yard and an existing single-family residence, with future greenhouses.
STAFF RECOMMENDATION:	Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of APPROVAL for the rezoning of approximately six (6) acres of land from Industrial (I) to Commercial Light (CL) along with a conditional use permit to allow for the operation of a landscape business in conjunction with the existing single family residence to remain and future greenhouses ZC-2024-02 and CUP-2024-01 at 2745 Arizona Trail, Chino Valley, Arizona with Conditions of Approval found in Attachment A.
SUGGESTED MOTION:	Move to APPROVE Rezone ZC-2024-02 and Conditional Use Permit CUP-2024-01 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 Rezone, the Planning and Zoning Commission is recommending approval to Town Council to approve the rezoning of approximately 6 acres of land from Industrial (I) to Commercial Light (CL) to allow for a landscape contractors yard with future greenhouses. By approving the Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council to approve the Conditional Use (CUP) in order to allow for the existing single-family residence to remain in conjunction with the contractor’s yard operation and future greenhouses at 2745 Arizona Trail, Chino Valley, Arizona, subject to the staff report and information provided during this hearing, and affirmatively finds that the requests are in conformance with the General Plan.

Staff Analysis:

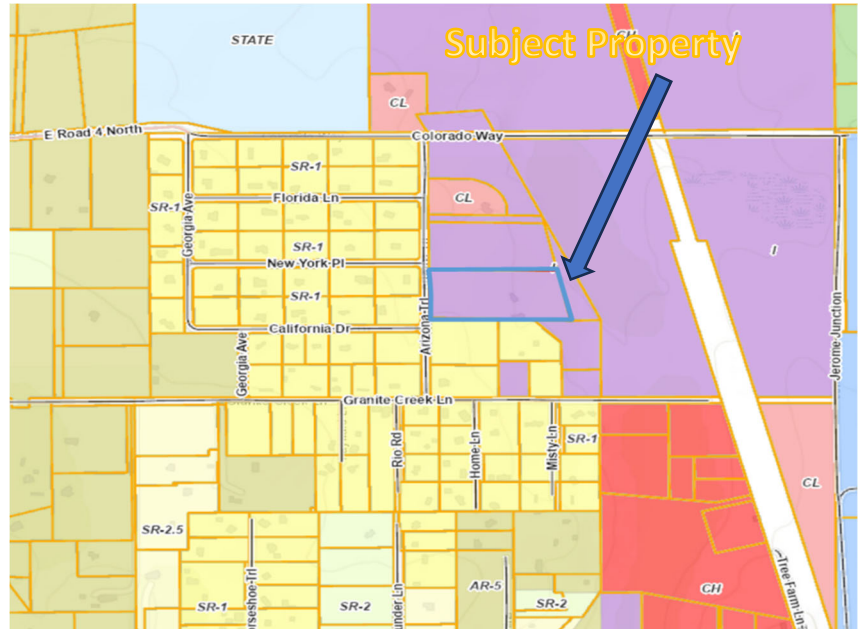
This is a request by Cristian Ayala, on behalf of C&M’s Landscaping LLC, for a Rezone of approximately 6 acres of land from Industrial (I) to Commercial Light (CL) and a Conditional Use Permit (CUP) for approximately 6 acres of land for a landscape contractor’s yard operation with an existing single-family residence to remain and construction of future greenhouses. The property is located at 2745 Arizona Trail, Chino Valley, Arizona.

The site plan exhibit illustrates the layout for the proposed development. Phase 1 includes an existing manufactured home, which will continue to serve as a single-family residence for the owners, alongside the family-owned and operated landscape business. All current structures on-site will be retained for use as contractors’ office space and equipment storage. Additionally, the applicant is requesting the use of two shipping containers for the property to help with the secure storage of tools and equipment. In consideration of nearby single-family residences, the contractor’s yard business will operate from 7:00 a.m. to 6:00 p.m. and will not be accessible to the public. Phase 2 of the site plan outlines the future

construction of two commercial greenhouses, each approximately 1,200 square feet in size, within the next five years.

Zoning

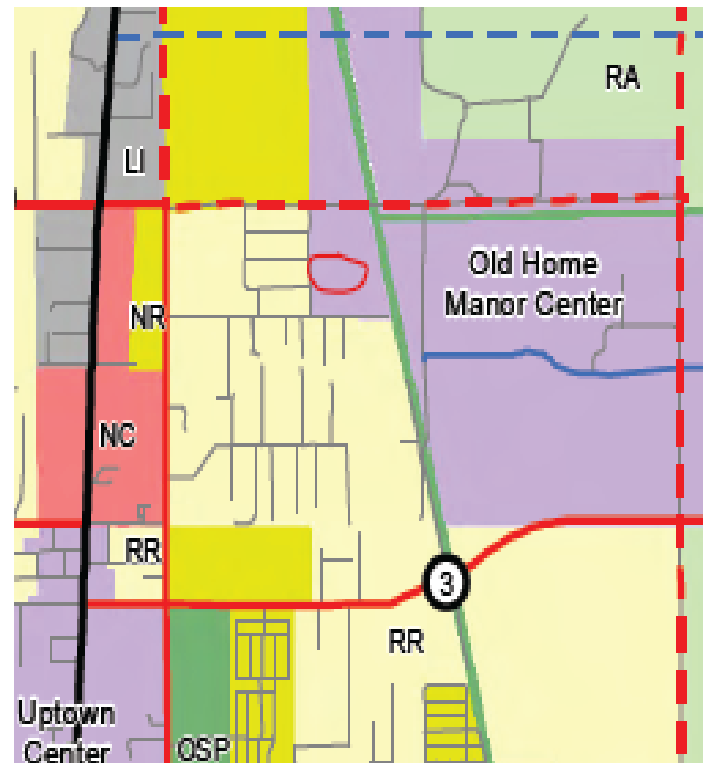
The proposed commercial landscape business includes a contractors' yard and plans for future greenhouse construction. This use requires a zone change from Industrial (I) to Commercial Light (CL), introducing a less intensive land use to the neighborhood, compared to what is allowed under the current zoning classification. This corrects previous poor land use planning practices that placed higher intensity industrial uses next to single family residences. This rezone aids the surrounding community in transitioning to less intensive uses.



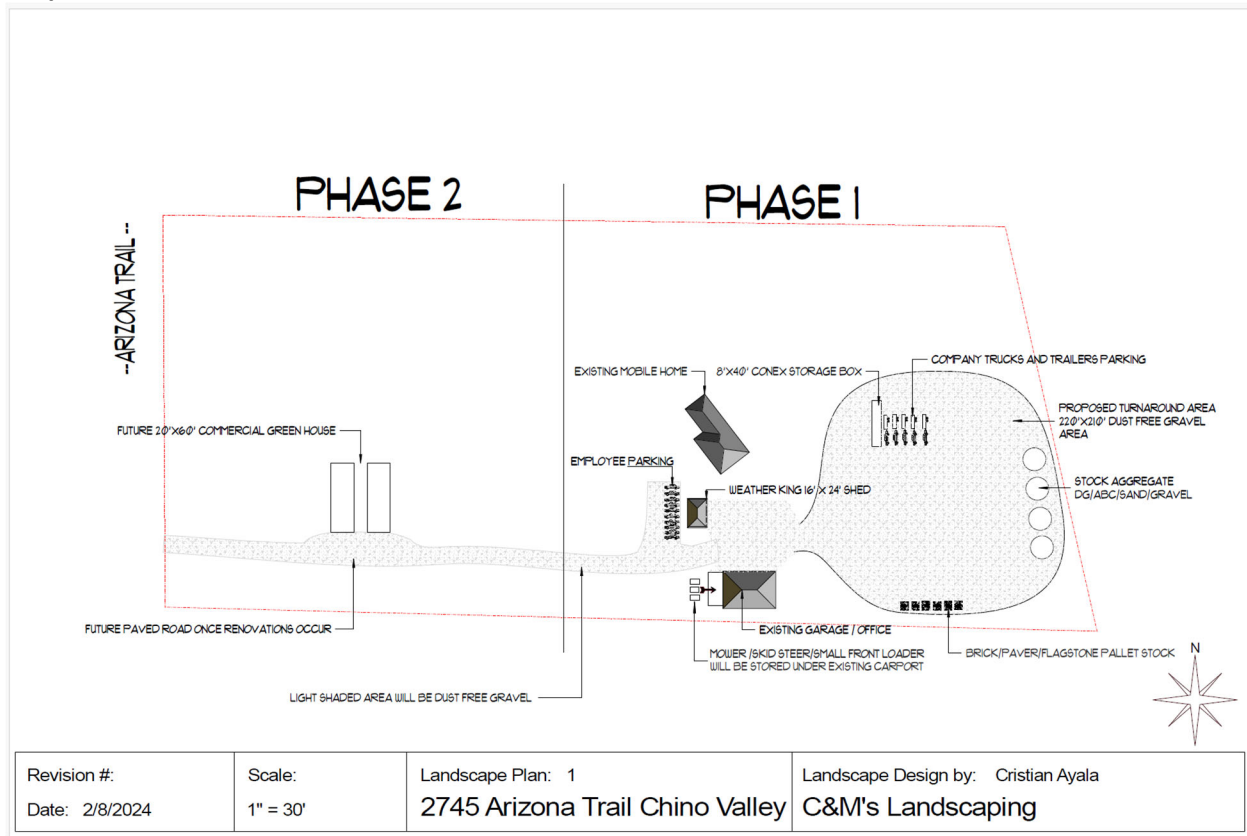
General Plan

The zoning request of Commercial Light (CL) Zoning District conforms with the General Plan land use designation of Horizontal Multi-Use (HMU), for the subject property.

"The HMU Land Use Category applies to areas that are master planned and include a compatible and integrated mix of uses from low-intensity business parks, offices, medical services, and municipal government functions to regional and neighborhood commercial, parks, tourism, and multifamily residential. The placement of additional manufactured homes is not allowed. Development subareas within the HMU category are interconnected by public and private streets, utilities, paths, parks, and shared parking areas, and are designed with common architectural and material characteristics. This category allows a mix of base zoning districts and requires a Development Agreement that specifically defines the goals and character of the development and comprehensively addresses use impacts through buffer and transitioning between dissimilar uses. It is a flexible category that supports entertainment centers, tourism activities, town centers, master-planned communities, campus plans, and economic/employment centers. Multistory buildings are permitted. Areas that are HMU are intended to be predominately non-residential and no more than 25% of any HMU Center can be residential uses." Source: 2040 General Plan



Proposed Site Plan



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.

The Conditional Use Permit is subject to discretionary approval if the location and proposed use are seen as compatible with the site and neighboring uses. The family-owned and operated landscape business will also be occupied by the owner/applicant residing in the existing house on site. The proposal will include two shipping containers for the storage of tools and equipment. The hours of operation are typically Monday through Friday, 7:00am to 6:00pm. The applicant states that the occasional Saturday is only worked as needed. The business employees, a total of 16 people, including the owners, operate two half-ton and five three quarter ton trucks and estimate a total of four trips per day for the transportation of equipment and materials. The properties topography features a hill with its peak at the phase line indicated on the site plan, as you move to the east, where the contractor's yard is being proposed, the property slopes naturally into the wash which allows for the use to essentially be hidden from Arizona Trail and Sunrise subdivision. To help mitigate the noise and visual impacts to the north and south neighbors, the applicant is proposing to utilize natural screening by planting shrubs and trees along the perimeter of the property to not only enhance the visual aesthetics but also provide sound insulation. Staff recommends approval of the Rezone with the CUP, subject to compliance with the Conditions of Approval found in Attachment A.

**NEIGHBORHOOD MEETING
COMMENTS:**

Staff notified the surrounding property owners of the date and location of the Planning and Zoning Commission Meeting and Town Council Meeting by postcard on April 4th, 2024.
See Attachment C

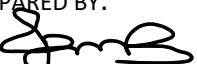
PROPOSED CONDITIONS DELIVERED April 4th, 2024
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on (April 4 th , 2024)
☐	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	F
Conditions of Approval	Neighborhood Meeting Comments	External Agency Comments	Site Plan & Exhibits	Staff Research & Drafts	Applicant Submittals

PREPARED BY:


JESSICA BARRAGAN, SENIOR PLANNER
928 636-3473

DATE:

APRIL 4TH, 2024

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.

Development Services Comments: Jessica Barragan, Senior Planner, 928-636-3473

3. The applicant shall make the necessary site improvements and shall submit landscaping, fencing, lighting, and signage plans for review and approval by the Development Services Department.
4. The applicant agrees that the contractor's yard hours of operation shall be limited to Monday thru Friday, 7:00 a.m. to 6:00 p.m. with occasional Saturdays, as proposed by applicant, in consideration of surrounding residential uses.
5. The applicant shall implement and maintain adequate security measures to ensure the safety and security of the facility, users, and neighbors.
6. The applicant agrees that deviations to the plan or non-compliance with any of the prescribed conditions of the conditional use permit shall be grounds for revocation of the CUP.

Public Works/Engineering: Steve Sullivan, Assistant Town Engineer, 928-636-7140

7. The applicant shall satisfy Yavapai County for sewer and ADWR for water.
8. The applicant shall satisfy Central Arizona Fire and Medical Authority (CAFMA) for fire protection, access, and maneuvering requirements.
9. Prior to commencement of phase 2, the applicant shall procure review and approval by town staff of all required parking and loading spaces, maneuvering areas, driveways, and fire lanes shall be paved with asphaltic concrete over an A.B. base, concrete or masonry to a thickness and structure that will support the type and intensity of vehicular traffic generated by the proposed use.
10. Prior to commencement of phase 2, the applicant shall procure review and approval by town staff of grading plans and a drainage report signed and sealed by an Arizona Registered Civil Engineer in accordance with Town code and all other applicable rules and regulations. The project shall detain to historic rates and discharge at the same location. Off-site flows on-site need to be accommodated.

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
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: APRIL 4TH, 2024

LOCATION: ON SITE – 2745 ARIZONA TRAIL

ATTENDEES:

AGENT/DEVELOPER: CRISTIAN AYALA

TOWN STAFF: JESSICA BARRAGAN, SENIOR PLANNER

NEIGHBORS IN ATTENDANCE (16)

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

The majority of attendees identified themselves as residents of the Sunrise Subdivision located directly to the west of the subject property. The public expressed a favorable perspective on the applicant's proposal and were generally supportive of the request, since it would bring a much less intensive use than what would be allowed by right under the current zoning. Two emails related to this project were also received. The topics discussed with the applicant(s) at the Neighborhood Meeting included:

- Questions surrounding the applicant's daily business operations: number of employees, types of trucks, house of operation, etc.
- Concerns over impact on water availability and potential impacts on surrounding water tables.
- Concerns over dust, noise, and light pollution.
- Concerns over increase in traffic and negatively impacting road quality.

ATTACHMENT C
EXTERNAL AGENCY COMMENTS

Central Arizona Fire and Medical Authority

Carrie Johnson, Fire Inspector II, 928-379-9597, cjohnson@cazfire.gov

From: [Carrie Johnson](#)
To: [Jessica Barragan](#)
Subject: CUP-2024-01 C&M's Landscaping Rezone
Date: Thursday, March 28, 2024 2:00:07 PM

Dear Jessica,

CAFMA currently has no comments for: ZC-2024-02 - CUP-2024-01 _ C&M's Landscaping -Rezone and CUP 306-17-001C _ 2745 Arizona Trail. Once they start construction there will likely be comments for road widths and water supply.

Sincerely,

Carrie Johnson

Arizona Public Services (APS)

Samantha Alvarez, Project Rep, 602-371-7171, samantha.alvarezz@aps.com

From: [Alvarez, Samantha](#)
To: [Jessica Barragan](#)
Subject: RE: ZC-2024-02 - CUP-2024-01 _ C&M's Landscaping -Rezone and CUP 306-17-001C _ 2745 Arizona Trl
Date: Monday, March 25, 2024 9:23:13 AM
Attachments: [image001.png](#)

Hello Jessica, with this being just a rezone APS will not have any comments and I likely will not be on the call. Should they need anything from APS please feel free to pass along my information.

Thank you,
Samantha Alvarez

ATTACHMENT C
EXTERNAL AGENCY COMMENTS

Arizona Department of Environmental Quality (ADEQ)

Lauren Hildebran, Community Liaison, 928-920-1700, allison.lauren@azdeq.gov

From: [Lauren Allison](#)
To: [Jessica Barragan](#)
Subject: Re: PA-2024-10 _ Meadows View North SD _ 306-18-017C_ 306-18-017D
Date: Friday, April 5, 2024 4:37:51 PM
Attachments: [Permit\(s\) needed for Land Development Subdivisions ADEQ Arizona Department of Environmental Quality.pdf](#)
[Permit\(s\) needed for a Real Estate Development ADEQ Arizona Department of Environmental Quality.pdf](#)

Hi Jessica,

Thank you for sending this over. ADEQ has a [webpage](#) for permits typically needed for certain businesses. Please have the applicant review the following web pages for the following business types:

- Land Development/Subdivisions: <https://azdeq.gov/node/448>
- Real Estate Development: <https://azdeq.gov/node/478>

The website is currently undergoing maintenance, so the webpage may display incorrect text and missing links at the moment. I have attached PDFs of what the old web pages looked like for reference while the website is being updated.

Please let me know if you have any questions and feel free to share my contact information with the applicant.

Kind regards,

Lauren Hildebrand (Allison), RS

Community Liaison for Coconino, Mohave, and Yavapai Counties

ATTACHMENT C
EXTERNAL AGENCY COMMENTS

Water Advisor

Mark Holmes, Mark Holmes LLC, 928-277-5253, mark.holmes.llc@gmail.com

From: mark.holmes.llc@gmail.com
To: [Jessica Barragan](#)
Subject: RE: FW: ZC-2024-02 - CUP-2024-01 _ C&M's Landscaping -Rezone and CUP 306-17-001C _ 2745 Arizona Trl
Date: Monday, April 1, 2024 6:13:07 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Jessica,

I am good with their responses and have no issues and I have no further comments.

Thank you very much.

Cheers,

Mark

From: C&M's Landscaping <cmslandscaping.20@gmail.com>
Sent: Thursday, March 28, 2024 5:11 PM
To: Jessica Barragan <jbarragan@chinoaz.net>
Subject: Re: FW: ZC-2024-02 - CUP-2024-01 _ C&M's Landscaping -Rezone and CUP 306-17-001C _ 2745 Arizona Trl

Hello,

Below are our answers to the questions you have sent over. Please let us know if you have additional questions or concerns. Thank you!

1.

1. What is the water supply for the property?

We get our water supply through the private well that is on the property.

2. Will landscaping materials be grown onsite? If so, how will plant materials be grown, in pots or raised beds within a greenhouse or are there concepts of raising plants within the land?

Yes we do intend to put in some greenhouses in order to grow decorative plants. These plants will be kept inside pots.

3. If there will be plant chemicals used for growing plants, how will water discharges be handled with water containing chemicals i.e., herbicides, fertilizers, and etc.

We will be using a granular fertilizer. All discharges will be kept within the greenhouse to avoid any runoff.

Case #ZC-2024-02 and CUP-2024-01

May 7, 2024

Page 10 of 17

ATTACHMENT C
EXTERNAL AGENCY COMMENTS

From: mark.holmes.llc@gmail.com <mark.holmes.llc@gmail.com>
Sent: Monday, March 25, 2024 9:03 AM
To: Will Dingee <wdingee@chinoaz.net>; Jessica Barragan <jbarragan@chinoaz.net>
Cc: Steven Sullivan <ssullivan@chinoaz.net>
Subject: RE: ZC-2024-02 - CUP-2024-01 _ C&M's Landscaping -Rezone and CUP 306-17-001C _
2745 Arizona Trl
Importance: High

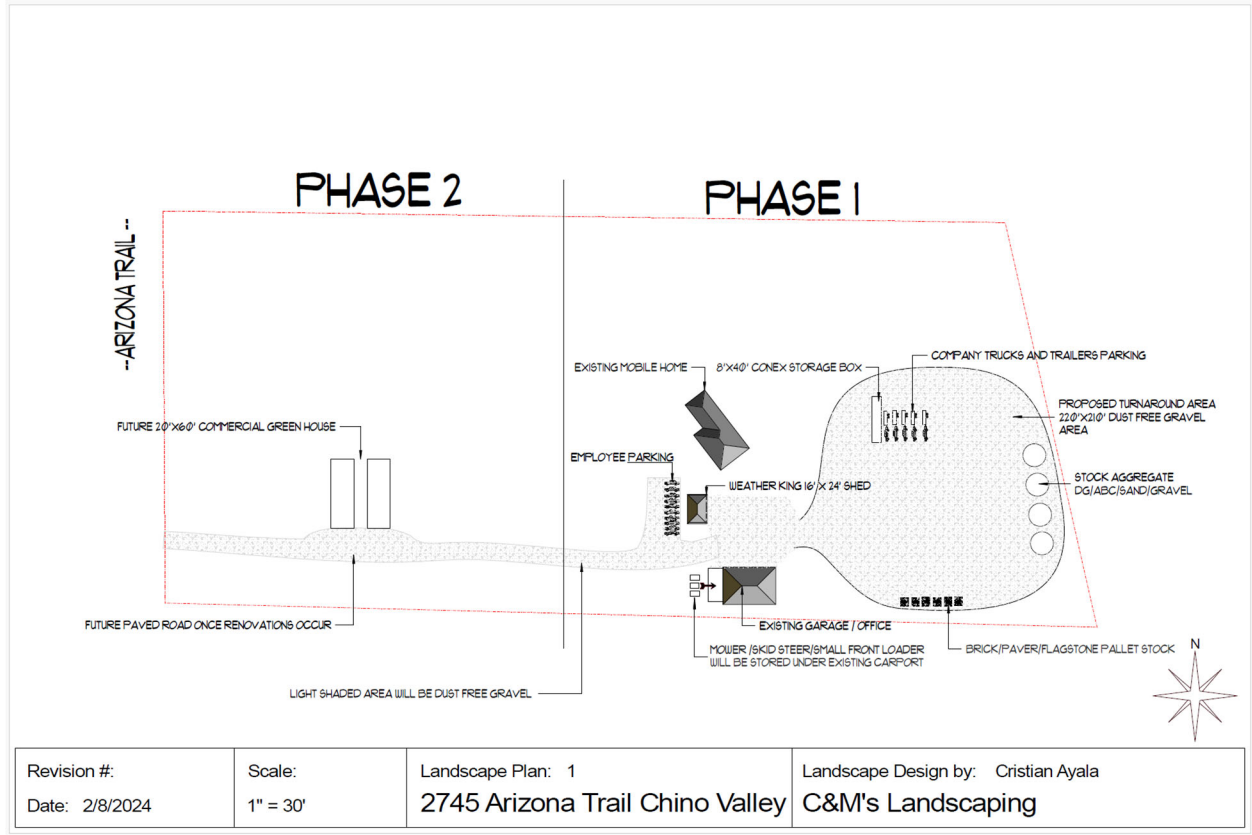
Greetings,

While water is not required for a rezone or hearing I do have some preliminary questions for the application to address as part of the business model to ensure no water challenges in the future.

1. What is the water supply for the property?
2. Will landscaping materials be grown onsite? If so, how will plant materials be grown, in pots or raised beds within a greenhouse or are there concepts of raising plants within the land?
3. If there will be plant chemicals used for growing plants, how will water discharges be handled with water containing chemicals i.e., herbicides, fertilizers, and etc.

ATTACHMENT D SITE PLAN AND EXHIBITS

PROPOSED SITE PLAN



ATTACHMENT E STAFF RESEARCH



STAFF RESEARCH – ZONE CHANGE & CONDITIONAL USE PERMIT

CASE #: ZC-2024-02 and CUP-2024-01
CASE PLANNER: JESSICA BARRAGAN

PROJECT NARRATIVE: This is a request by Cristian Ayala, on behalf of C&M's Landscaping LLC, for a Rezone of approximately six (6) acres of land from Industrial (I) to Commercial Light (CL) with a Conditional Use Permit to allow for a contractor's yard, single-family residence, and future greenhouses. The property is located at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

I. PROJECT DATA

Project Location:	2745 Arizona Trail				
Parcel Number(s):	306-17-001C				
Parcel Size(s):	261,795.6 square feet				
Total Acreage:	6.01				
Proposed Dwelling Units:	0				
Address:	2745 Arizona Trail				
Applicant:	Cristian Ayala				
Applicant's Agent:	none				
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		No	X	If yes, restricted to site-built only
	Existing Zoning	Use(s) on-site			General Plan Designation
Site	"I" - Industrial	Single Family Residential			HMU – Horizontal Multi-Use
North	"I" - Industrial	Vacant Land			HMU – Horizontal Multi-Use
South	"SR-1" – Single Family Residential	Single Family Residential			HMU – Horizontal Multi-Use
East	"I" - Industrial	Vacant			HMU – Horizontal Multi-Use
West	"SR-1" – Single Family Residential	Single Family Residential "Sunrise Subdivision"			RR – Rural Residential (1 du/ac)
Prior Cases or Related Actions:					
Type					Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		Original Town – 09/21/1970
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	
Rezone	Yes		No	X	
Subdivision	Yes		No	X	
Conditional Use Permit	Yes		No	X	
Pre-Application Meeting	Yes		No	X	
Enforcement Actions	Yes		No	X	
Land Division Status:	Yes		No	X	
Irrigation District:	n/a				

Staff Research – CUP Case

Updated April, 2024

Case #ZC-2024-02 and CUP-2024-01
May 7, 2024
Page 13 of 17

ATTACHMENT E STAFF RESEARCH

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:	HMU – Horizontal Multi-Use					
Is Project larger than 25 AC or 50 d.u.?	LU Policy 2.1	n/a	PRN Policy 2.8	n/a		
Issues:	No					
Circulation Element:						
Road Classification	Local-Arizona Trail	Existing Row	50'	Required Row	50'	
Issues:						
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Forgotten Park					
Within 1 mile of the Peavine Trail?	Yes					
Flooding?	FEMA Flood Plain Designation	n/a	Town Flood Map	n/a		
Issues:	No					
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?	No	Enhancement: Goal ED-6	n/a			
Old Home Manor?	No	Goal ED-2	n/a			
Issues:	No					

NOTIFICATION

- | | |
|--|--|
| <ul style="list-style-type: none"> Legal Ad Published: (03/18/2024) 300 to 700' Vicinity Mailing: (03/18/2024) Reviewing Agencies Noticed: (03/18/24) | <ul style="list-style-type: none"> Neighborhood Meeting: (04/04/2024) Hearing Dates: (05/08/2024 & 05/28/2024) Comments Due: (03/28/24) |
|--|--|

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS	Y	3/28/2024	X		X
Richard Perez - A.D.O.T.	NR				
Ralph Baker – C.V.I.D.	NR				
Darrell Tirpak - CAFMA	Y	3/25/2024	X		X
Suzanne Ehrlich – YC ENV	NR				
Monica Kriner – YC Health	NR				
SparkLight Cable	NR				
LUMEN (Previously Centurylink)	NR				
Unisource Gas	NR				
CVUSD	NR				
United States Postal Service	NR				
Mark Holmes – Water Advisor	Y	3/25/2024		X	X
Lauren Hildebrand – ADEQ	Y	4/5/2024		X	X

Staff Research – CUP Case

Updated April, 2024

ATTACHMENT E

STAFF RESEARCH

<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner – Development Services	Y	3/28/2024		X	X
Will Dingee – Assistant Director – Development Services	NR				
Laurie Lineberry – Director – Development Services	Y	3/28/2024		X	X
Frank Marbury – Engineer/ Public Works Director	NR				
Steve Sullivan – Assistant Engineer – Public Works	Y	3/28/2024		X	X
Dan Trout – Chief Building Official – Development Services	NR				
Frank Snowney or Keith Hurtt – Code Enforcement – Development Services	NR				
Chuck Winn – Chief of Police - Police	NR				

ATTACHMENT F
APPLICANT SUBMITTALS

THE FOLLOWING PAGES WERE SUBMITTED BY THE APPLICANT.

NARRATIVE

C&M's Landscaping
2745 Arizona Trl
Chino Valley AZ 86323
(928)963-4705



Description of Proposed Use:

We are a family-owned and operated landscape contractor business offering services such as lawn maintenance, landscaping design, and gardening. The existing zoning of the property is Industrial "I" which allows for more intensive uses. We are requesting a rezone to the property to Commercial Light (CL) to operate our family owned business to construct greenhouses in future in conjunction with a Conditional Use Permit "CUP" to conduct our business while maintaining the existing single-family residence.

Our Hours of Operation:

Our hours of operation shall be limited to Monday thru Saturday 7:00am-6:00pm. Saturdays vary and sometimes we do not operate on Saturdays. Work slows down during winter time so hours decrease during that season.

Number of Employees:

16 including owners.

Number and types of Trucks:

Two ½ ton trucks and five ¾ ton trucks (for transportation of equipment and materials)

Number of Daily Trips: Estimated 4 trips per day for transportation of equipment and materials.

Fencing and Screening Methods:

Natural screening such as shrubs and trees will be planted along the perimeter to enhance visual aesthetics and provide further sound insulation.

Justification:

- The proposed landscape business will be more compatible with the surrounding area and will contribute positively to the neighborhood's aesthetics and property values versus.
- The operation will be conducted in compliance with all applicable regulations and will prioritize environmental sustainability and community well-being.

Impact Assessment:

ATTACHMENT F
APPLICANT SUBMITTALS

- The proposed hours of operation and limited number of employees and vehicles will minimize traffic congestion and noise disturbances in the area.
- Fencing and screening methods will effectively mitigate visual and noise impacts on neighboring properties.

Compliance with Conditions:

- We are committed to adhering to any conditions imposed by the reviewing authority, including those related to hours of operation, noise control, and site maintenance.

Statement:

We believe that the establishment of our family-owned and operated landscape business will be a valuable addition to the community, and we are dedicated to ensuring its responsible and sustainable operation while maintaining the residential character and positive relationship with surrounding neighbors.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6f
MEETING DATE: 6/11/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1256, approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

SUMMARY:

During the Council meeting held on May 29, 2024, staff presented the initial draft of the FY 2024-2025 budget for the Council's review and consideration. Following this session, updates were made to the draft, incorporating estimated rollovers for ongoing projects. The revised tentative budget establishes the expenditure cap for the upcoming fiscal year.

Per Resolution No. 2024-1256, the Town Clerk is directed to publish the tentative budget, adhering to legal requirements. This involves weekly publications for two consecutive weeks after the Council's approval of the tentative budget.

The community will also have access to the tentative budget for review. It will be available at key public locations, including Town Hall and the Library, and can also be accessed online on the official town website.

Additionally, the Resolution schedules a public hearing for June 25, 2024. This hearing is a critical part of the budget approval process, providing an opportunity for public input before the final adoption of the budget.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1256 approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

FISCAL IMPACT?

This process will enable the Council to subsequently approve the final budget and set the expenditure limit for FY 2024-2025.

ATTACHMENTS:

1.	RES 2024-1256 - Tentative Budget FY 2024-25
2.	Exhibit A - Statement of Estimates and Expenses

RESOLUTION NO. 2024-1256

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2024/2025; PROPOSING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley (the "Town"), on August 4, 2020, approved Proposition 450, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 450 provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

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

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

WHEREAS, the Town Council desires now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2024/2025.

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

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

SECTION 2. The tentative expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2024/2025 is hereby proposed in an amount not to exceed \$52,457,308.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Chino Valley for Fiscal Year 2024/2025.

SECTION 4. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official

tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Chino Valley Public Library and the Chino Valley Town Hall, and the website where the tentative budget may be found.

SECTION 5. A public hearing on the tentative budget shall be held on June 25, 2024, during the regularly scheduled Town Council meeting.

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

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

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of June 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1256 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 11, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-1256

[Statement of Estimates and Expenses]

See following pages.

TENTATIVE

Official Budget Forms

Town of Chino Valley

Fiscal year 2025

Town of Chino Valley
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	17,267,300	13,094,135	1,278,000	6,214,000	0	6,297,065	0	44,150,500
2024	Actual expenditures/expenses**	E	2	15,743,091	7,030,797	1,278,000	1,003,955	0	3,425,698	0	28,481,541
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	7,969,406	5,733,763	480,709	3,802,402	0	14,036,599	0	32,022,879
2025	Primary property tax levy	B	4	0							0
2025	Secondary property tax levy	B	5								0
2025	Estimated revenues other than property taxes	C	6	17,104,717	5,374,610	0	5,805,300	0	9,032,840	0	37,317,467
2025	Other financing sources	D	7	0	0	0	0	0	6,050,000	0	6,050,000
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	0	0	1,281,479	1,300,000	0	945,000	0	3,526,479
2025	Interfund Transfers (out)	D	10	100,000	200,000	0	2,901,479	0	325,000	0	3,526,479
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
	Maintained for future retirement contributions										0
											0
2025	Total financial resources available		12	24,974,123	10,908,373	1,762,188	8,006,223	0	29,739,439	0	75,390,346
2025	Budgeted expenditures/expenses	E	13	19,320,479	9,650,263	1,281,479	5,829,431	0	16,375,656	0	52,457,308

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

	2024	2025
1	\$ 44,150,500	\$ 52,457,308
2		
3	44,150,500	52,457,308
4		
5	\$ 44,150,500	\$ 52,457,308
6	\$	\$

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

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Town of Chino Valley
Tax levy and tax rate information
Fiscal year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ _____	\$ _____
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ _____	\$ _____
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ _____	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	_____	_____
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u> 4 </u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Chino Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local taxes			
Transaction Privilege Taxes	\$ 9,157,100	\$ 9,002,300	\$ 9,058,000
Franchise Taxes	407,000	404,005	411,000
Licenses and permits			
Building Permits	350,000	189,217	173,000
Business Licenses	66,000	66,000	70,000
Plan Check Fees	125,000	125,000	125,000
Other Licenses and Permits	21,500	9,756	12,500
Intergovernmental			
State Shared Transaction Privilege Tax	2,031,000	2,031,000	2,085,549
State Shared Income Tax	3,600,000	3,600,000	2,935,568
Vehicle License Tax	1,158,000	1,158,000	1,126,300
Yavapai County Library Funds	76,300	76,300	73,000
Police Dept Grants	7,500	68,078	67,500
Senior Nutrition Grant	125,000	125,000	125,000
Charges for services			
Engineering Fees	20,000	4,725	10,000
Senior Nutrition Program Fees	1,000	1,870	1,500
Facility Use Fees	25,000	37,754	38,000
Police Report Fees	5,000	5,000	5,000
Aquatic Center Fees	57,000	52,321	52,000
Other Charges for Services	11,600	55,742	19,800
Fines and forfeits			
Animal Control Fees	25,000	28,000	25,000
Library Fines	2,000	1,000	1,000
Court Fines and Forfeitures	140,000	140,000	140,000
Interest on investments			
Interest	500,000	604,871	550,000
Contributions			
Voluntary contributions			
Total General Fund	\$ 17,911,000	\$ 17,785,939	\$ 17,104,717

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Special revenue funds			
Highway User Revenue	\$ 1,400,000	\$ 1,400,000	\$ 1,397,894
Interest	10,000	18,794	15,000
Miscellaneous	2,500	15,300	3,500
	<u>\$ 1,412,500</u>	<u>\$ 1,434,094</u>	<u>\$ 1,416,394</u>
 Miscellaneous Grants	 \$ 3,500,000	 \$ 205,462	 \$ 3,500,000
CDBG Grant		2,200	403,816
	<u>\$ 3,500,000</u>	<u>\$ 207,662</u>	<u>\$ 3,903,816</u>
 Special Revenue Fund - Court	 \$ 25,500	 \$ 29,622	 \$ 28,000
Special Revenue Fund - PD	12,000	5,610	5,000
Special Revenue Fund - Cemetery Maintenance			14,250
Lighting Improvement Districts #1, #2, #3	4,100	3,900	4,450
Del Sol Improvement District			2,700
	<u>\$ 41,600</u>	<u>\$ 39,132</u>	<u>\$ 54,400</u>
Total special revenue funds	<u>\$ 4,954,100</u>	<u>\$ 1,680,888</u>	<u>\$ 5,374,610</u>
 Capital projects funds			
Capital Improvements Fund - General Fund	\$ 5,287,000	\$ 3,135,550	\$ 5,765,300
Capital Improvements Fund - Streets		52,598	
Asset Replacement Fund	5,000	60,768	40,000
	<u>\$ 5,292,000</u>	<u>\$ 3,248,916</u>	<u>\$ 5,805,300</u>
Total capital projects funds	<u>\$ 5,292,000</u>	<u>\$ 3,248,916</u>	<u>\$ 5,805,300</u>
 Enterprise funds			
Water Enterprise Fund	\$ 1,021,000	\$ 929,500	\$ 1,063,000
Capital Improvement Fund - Water	2,000,000		2,000,000
Wastewater Enterprise Fund	2,114,000	2,018,881	2,869,840
Capital Improvement Fund - Wastewater	1,000,000		3,100,000
	<u>\$ 6,135,000</u>	<u>\$ 2,948,381</u>	<u>\$ 9,032,840</u>
Total enterprise funds	<u>\$ 6,135,000</u>	<u>\$ 2,948,381</u>	<u>\$ 9,032,840</u>
 Total all funds	<u>\$ 34,292,100</u>	<u>\$ 25,664,124</u>	<u>\$ 37,317,467</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
Transfer to Cap Asset Replacement	\$	\$	\$	\$ 100,000
Total General Fund	\$	\$	\$	\$ 100,000
Special revenue funds				
HURF Transfer to Streets CIP	\$	\$	\$	\$ 200,000
Total special revenue funds	\$	\$	\$	\$ 200,000
Debt service funds				
Trans from General CIP	\$	\$	\$ 1,281,479	\$
Total debt service funds	\$	\$	\$ 1,281,479	\$
Capital projects funds				
Cap Asset Trans from General Fund	\$	\$	\$ 100,000	\$
General CIP Trans to Wastewater CIP				620,000
General CIP Trans to Debt Service				1,281,479
General CIP Trans to Streets CIP				1,000,000
Streets CIP Trans from General CIP			1,000,000	
Streets CIP Trans from HURF			200,000	
Total capital projects funds	\$	\$	\$ 1,300,000	\$ 2,901,479
Enterprise funds				
Water Ent Transfer to Water CIP	\$	\$	\$	\$ 325,000
Water CIP Transfer from Water Ent			325,000	
Wastewater CIP Trans from Gen CIP			620,000	
Wastewater CIP	6,050,000			
Total enterprise funds	\$ 6,050,000	\$	\$ 945,000	\$ 325,000
Total all funds	\$ 6,050,000	\$	\$ 3,526,479	\$ 3,526,479

Town of Chino Valley
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
Community Services	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Development Services	1,298,400		1,105,400	1,577,176
Finance	560,000		560,000	614,071
Human Resources	603,000		515,000	687,320
Information Technology Services	663,000		498,669	707,837
Mayor and Council	83,600		81,800	81,800
Municipal Court	396,500		396,500	457,747
Non-Departmental	1,586,200		1,499,603	754,522
Police	5,366,200		5,150,312	6,522,205
Public Works	3,292,800		3,003,407	3,953,580
Town Clerk	407,000		387,800	469,006
Town Manager	818,600		653,600	866,895
Contingency	625,000		450,000	650,000
Total General Fund	\$ 17,267,300	\$	\$ 15,743,091	\$ 19,320,479
Special revenue funds				
Highway User Revenue Fund	\$ 2,000,400	\$	\$ 1,255,615	\$ 2,108,791
Streets CIP	4,763,000	(998,265)	2,343,853	3,099,206
Miscellaneous Grants Fund	3,500,000		82,431	3,500,000
CDGB Grant			22,598	403,816
Special Revenue Fund - Court	17,000		17,000	17,200
Special Revenue Fund - Police	8,000		5,000	5,000
Special Rev Fund - Cemetery				9,300
Lighting Improvement Districts	4,000		4,300	4,350
Del Sol Improvement District				2,600
SLFRF	3,800,000		3,300,000	500,000
Total special revenue funds	\$ 14,092,400	\$ (998,265)	\$ 7,030,797	\$ 9,650,263
Debt service funds				
Debt Service Fund	\$ 1,278,000	\$	\$ 1,278,000	\$ 1,281,479
Total debt service funds	\$ 1,278,000	\$	\$ 1,278,000	\$ 1,281,479
Capital projects funds				
General Fund CIP	\$ 5,797,000	\$	\$ 818,931	\$ 5,194,455
Asset Replacement Fund	417,000		185,024	634,976
Total capital projects funds	\$ 6,214,000	\$	\$ 1,003,955	\$ 5,829,431
Enterprise funds				
Water Enterprise Fund	\$ 895,500	\$	\$ 806,066	\$ 995,044
Water CIP	2,200,000		200,000	2,400,000
Wastewater Enterprise Fund	1,178,300		1,810,573	2,885,367
Wastewater CIP	1,025,000	998,265	609,059	10,095,245
Total enterprise funds	\$ 5,298,800	\$ 998,265	\$ 3,425,698	\$ 16,375,656
Total all funds	\$ 44,150,500	\$	\$ 28,481,541	\$ 52,457,308

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Expenditures/expenses by department
Fiscal year 2025

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Community Services:				
General Fund	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Department total	\$ 1,567,000	\$	\$ 1,441,000	\$ 1,978,320
Development Services:				
General Fund	\$ 1,298,400	\$	\$ 1,105,400	\$ 1,577,176
Department total	\$ 1,298,400	\$	\$ 1,105,400	\$ 1,577,176
Finance:				
General Fund	\$ 560,000	\$	\$ 560,000	\$ 614,071
Department total	\$ 560,000	\$	\$ 560,000	\$ 614,071
Human Resources:				
General Fund	\$ 603,000	\$	\$ 515,000	\$ 687,320
Department total	\$ 603,000	\$	\$ 515,000	\$ 687,320
Information Technology Services:				
General Fund	\$ 663,000	\$	\$ 498,669	\$ 707,837
Department total	\$ 663,000	\$	\$ 498,669	\$ 707,837
Mayor and Council:				
General Fund	\$ 83,600	\$	\$ 81,800	\$ 81,800
Department total	\$ 83,600	\$	\$ 81,800	\$ 81,800
Municipal Court:				
General Fund	\$ 396,500	\$	\$ 96,500	\$ 457,747
Special Rev Fund - Court	17,000		17,000	17,200
Department total	\$ 413,500	\$	\$ 113,500	\$ 474,947
Non-Departmental:				
General Fund	\$ 2,211,200	\$	\$ 1,949,603	\$ 1,404,522
Miscellaneous Grants Fund	3,500,000		82,431	3,500,000
CDGB Grant			22,598	403,816
SLFRF	3,800,000		3,300,000	500,000
Debt Service Fund	1,278,000		1,278,000	1,281,479
General Fund CIP	5,797,000		818,931	5,194,455
Asset Replacement Fund	417,000		185,024	634,976
Department total	\$ 17,003,200	\$	\$ 7,636,587	\$ 12,919,248
Police:				
General Fund	\$ 5,366,200	\$	\$ 5,150,312	\$ 6,522,205
Special Rev Fund - Police	8,000		5,000	5,000
Department total	\$ 5,374,200	\$	\$ 5,155,312	\$ 6,527,205

Town of Chino Valley
Expenditures/expenses by department
Fiscal year 2025

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2024	2024	2024	2025
Public Works:				
General Fund	\$ 3,292,800	\$	\$ 3,003,407	\$ 3,953,580
Highway User Revenue Fund	2,000,400		1,255,615	2,108,791
Streets CIP	4,763,000	(998,265)	2,343,853	3,099,206
Special Rev Fund - Cemetery				9,300
Department total	\$ 10,056,200	\$ (998,265)	\$ 6,602,875	\$ 9,170,877
Town Clerk:				
General Fund	\$ 407,000	\$	\$ 387,800	\$ 469,006
Department total	\$ 407,000	\$	\$ 387,800	\$ 469,006
Town Manager:				
General Fund	\$ 818,600	\$	\$ 653,600	\$ 866,895
Department total	\$ 818,600	\$	\$ 653,600	\$ 866,895
Water:				
Water Enterprise Fund	\$ 895,500	\$	\$ 806,066	\$ 995,044
Water CIP	2,200,000		200,000	2,400,000
Department total	\$ 3,095,500	\$	\$ 1,006,066	\$ 3,395,044
Wastewater:				
Wastewater Enterprise Fund	\$ 1,178,300	\$	\$ 1,810,573	\$ 2,885,367
Wastewater CIP	1,025,000	998,265	609,059	10,095,245
Department total	\$ 2,203,300	\$ 998,265	\$ 2,419,632	\$ 12,980,612
Improvement Districts:				
Lighting Improvement Districts	\$ 4,000	\$	\$ 4,300	\$ 4,350
Del Sol Improvement District				2,600
Department total	\$ 4,000	\$	\$ 4,300	\$ 6,950
Total all funds	\$ 44,150,500	\$	\$ 28,181,541	\$ 52,457,308

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Full-time employees and personnel compensation
Fiscal year 2025

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2025	2025	2025	2025	2025	2025
General Fund	122.0	\$ 8,581,477	\$ 1,401,527	\$ 1,283,268	\$ 969,848	\$ 12,236,120
Special revenue funds						
Highway User Revenue Fund	9.0	\$ 481,379	\$ 58,732	\$ 106,332	\$ 88,313	\$ 734,756
Total special revenue funds	9.0	\$ 481,379	\$ 58,732	\$ 106,332	\$ 88,313	\$ 734,756
Enterprise funds						
Water Enterprise	3.5	\$ 243,005	\$ 28,590	\$ 43,554	\$ 34,190	\$ 349,339
Wastewater Enterprise	3.5	\$ 243,005	\$ 28,590	\$ 43,554	\$ 34,190	\$ 349,339
Total enterprise funds	7.0	\$ 486,010	\$ 57,180	\$ 87,108	\$ 68,380	\$ 698,678
Total all funds	138.0	\$ 9,548,866	\$ 1,517,439	\$ 1,476,708	\$ 1,126,541	\$ 13,669,554